ROWAN COUNTY COMMISSION AGENDA
January 19, 2021 - 6:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
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Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 912 3238 1867

Password: 011921

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 4, 2021

1 Consider Approval of Consent Agenda

A. Ratify Z 07-20: Mitch Wilson
B. Ratify Z 05-20; Steinman Storage
C. Ratify Z 06-20; Nengtou Vue
D. FY2021 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

2 Public Comment Period

3 Animal Services- Public Hearing for Proposed Changes to Rowan County Ordinances Chapter 5 Section 5-46

4 Review Implementation Timeline for Matrix Planning and Development Study

5 Financial Reports

6 Budget Amendments

7 Closed Session

- Consider Approval of Closed Session Minutes
- To Consider Real Estate Negotiations

8 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 12, 2021
SUBJECT:	Consider Approval of the Minutes: January 4, 2021

ATTACHMENTS:

Description	Upload Date	Type
January 4, 2021 Minutes	1/13/2021	Cover Memo

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

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

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

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS
January 4, 2020 – 3:00 PM
J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Greg Edds, Chairman
Mike Caskey, Member
Judy Klusman, Member
Craig Pierce, Member

Participating Remotely:
Jim Greene, Vice-Chairman joined the meeting at 3:11 p.m.

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

Chairman Edds convened the meeting at 3:02 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds moved agenda item #8 (Public Water Supply Application for Chemical Booster Station) from the regular agenda to the Consent Agenda as Item L and to include a corrected application (that had been sent to the Board via email).

- Chairman Edds said County Manager Aaron Church and Assistant County Manager/CIO Randy Cress had an addition for the agenda regarding the Small Business Grant Program Addendum (sent to the Board via email). Chairman Edds placed the matter on the agenda as item #8 in lieu of the Public Water Supply Application for Chemical Booster Station (moved to the Consent Agenda; see above).

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

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

CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the December 7, 2020 and December 19, 2020 Commission Meetings 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 Pierce and passed unanimously (4-0).

The Consent Agenda consisted of the following:

A. SECU Lease Second Amendment
B. Duke Energy Underground Service Easement Animal Shelter
C. Tax Refunds for Approval
D. Community Service Block Grant Funding for FY 2021-22
E. Lease Amendment Hangar T9 – Company Name Change
F. Schedule Public Hearing for January 19, 2021 for Animal Ordinance Change
G. 2020-21 HOME Funding Allocation Change
H. Investing Authority
I. BOE One-Stop Worker Award
J. Request to Reclassify Contracted Services Position
K. Tempus ALS Monitor/Defibrillators Lease Buyout
L. Public Water Supply Application for Chemical Booster Station (addition to the Consent Agenda with a corrected application, which is attached to these minutes for the record)

2. PUBLIC COMMENT PERIOD
Chairman Edds opened the Public Comment Period and with no one else wishing to address the Board, Chairman Edds closed the Public Comment Period.

3. PUBLIC HEARING FOR Z 07-20: MITCH WILSON
Planner Aaron Poplin presented the rezoning request for Z 07-20 along with a power point. Mr. Poplin reported that Mitch Wilson, on behalf of Rowan Clearing Partners, LLC, was requesting the rezoning of Eric Dixon, Sr. and Leona F. Dixon's property around the 8200 block of Statesville Boulevard from Rural Residential (RR) to

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Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of Gupton Land Clearing's company office, workshop, and equipment storage area. The property was further identified as Tax Parcel 751-038.

The property was located in Area 1 of the Western Area Land Use Plan (LUP) and was located within the US 70 Highway Corridor Overlay. The US 70 Corridor Overlay encourages commercial and industrial uses having transportation dependency due to rail availability and US highway. The area also encourages quality building design and appearance.

Mr. Poplin discussed the consistency with the requested zoning district's purpose and intent and the compatibility of uses within the proposed district classification with other properties.

Continuing with the power point, Mr. Poplin reviewed the potential impact on facilities such as roads, utilities and schools.

The Planning Board held a courtesy hearing on November 23, 2020 and the adjoining property owner at 2070 Hildebrand Road and his father spoke in opposition to the rezoning. Their main concerns were the possible noise, septic system location and the location of the fence along the property line closest to their house. The Planning Board discussed the existing forest coverage and distance of the operational area from the neighboring residence, which should mitigate the noise concern. The Planning Board suggested moving the fence further away from the house at 2070 Hildebrand Road and relocating it to the narrow gap in the forest between the fields. The application agreed to make the change.

The Planning Board approved the request with the condition the fencing along the property line with Tax Parcel 751 037 be moved to the narrow gap in the forest between the fields.

Mr. Poplin highlighted the decision making and procedure process for the Commissioners.

Chairman Edds asked if the applicant would like to address the Board and Mitch Wilson, one of the owners of Rowan Clearing Partners, came forward. Mr. Wilson said the company had spent a significant amount of time trying to find property that would make it conducive for the business could remain in Rowan County. Mr. Wilson said most of the company's workers live in the Rowan County area and it made sense for the company to remain in Rowan. Mr. Wilson said once the property was formally zoned, the company hoped submit the application for the septic system.

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Chairman Edds opened the public hearing to receive citizen input regarding Z 07-20. The following individuals addressed the Board:

- James Lambert of 2050 Hilderbrand Road expressed concerns with the proposed septic system. Mr. Lambert also said the business would be washing its equipment and he questioned where the runoff would go. Mr. Lambert said there were ten (10) residents who used wells within a quarter mile of the site. Mr. Lambert said while the company did agree to move the fence, he would like to see them build a row of trees on the backside of the fence so his family did not have to see the business/equipment. Mr. Lambert said he wanted to be a good neighbor but had concerns with the water issue and privacy.

Chairman Edds asked the applicant if it would be acceptable to the company to put some Leland Cypress on the other side of the fence. Mr. Wilson responded he was not opposed to planting trees or shrubs. Mr. Wilson stated if there was a permanent row of trees it would limit the company's access to enter the gate to the property in five (5) or six (6) years once the trees had grown. Chairman Edds asked if the trees could be planted along the fence - with the exception of the gate and Mr. Wilson said yes.

An exchange regarding the request for additional trees occurred between Mr. Lambert and Mr. Wilson (and a third person who was inaudible in the audience) to which the applicant agreed to plant said trees.

With no one else wishing to address the Board or having submitted written comments, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Reasonableness as follows: The request to rezone the property located in the 8200 block of Statesville Boulevard, further identified as Tax Parcel 751-038 from RR to CBI with a conditional district is consistent with the Western Land Use Plan; there are other businesses along the corridor zoned CBI; there will be no major impact to school, utilities or roads. The motion was seconded by Commissioner Pierce and passed unanimously (5-0; Commissioner Greene joined the meeting at 3:11 p.m.).

Chairman Edds moved to approve the Statement of Consistency as follows: The rezoning is consistent with other properties along Statesville Boulevard; it is a conditional district only allowing a specific use. The motion was seconded by Commissioner Klusman and passed unanimously.

Chairman Edds moved to approve Z 07-20 with the condition requested by the Planning Board for additional fencing along the property line of Tax Parcel 751 037 to be moved to the narrow gap in the forest, and also with the condition the applicant agreed to, which

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was put a tree line along the property line. The motion was seconded by Commissioner Pierce and passed unanimously.

4. PUBLIC HEARING FOR Z 06-20: NENGTOU VUE

Assistant Planning Director Shane Stewart presented the rezoning petition for Z 06-20. Mr. Stewart also provided a power point as he discussed the request.

On January 26, 1990, property owner Raymond Everhardt, registered the Oakview Trailer Court as an existing 64 space manufactured home park in response to the Mobile Home Park Ordinance requirements adopted on December 15, 1989. According to departmental records, on July 1, 1996, Mr. Everhardt was cited for an exhaustive list of violations with the Health Department (well, septic, animal services), Environmental Services (planning, building codes, solid waste), and the North Carolina Department of Environmental and Natural Resources (now DEQ) due to water quality. Staff is uncertain of the event timeline thereafter but, according to aerial imagery, most of the manufactured homes were removed by March of 2002 and completely removed sometime in 2003 based on Tax Assessor records.

Section 21-137(a) indicates an abandoned manufactured home park may only be re-established as a conforming use. The current property owner, Nengtou Vue was not interested in establishing a park. Mr. Vue was requesting the rezoning of an approximate 21.07-acre portion of his 68.9 acres parcel located at the 5900 block of Wildwood Road, further referenced as Tax Parcel 055-007, from Manufactured Home Park (MHP) to Rural Agricultural (RA).

Mr. Stewart reviewed the consistency with the districts purpose/intent, conformity with adopted plans/policies and conditions in the vicinity, compatibility of uses, potential impact on roads, utilities and schools.

Mr. Stewart discussed the decision-making process and procedures.

According to Mr. Stewart, public notice of the hearing was mailed on December 22, 2020 to fourteen (14) adjacent property owners within 100' of subject property. On December 21, 2020 signage was posted on the property and on December 27 and December 29, 2020 notices were published in the Salisbury Post.

The Planning Board met on November 23, 2020 and no one spoke at the courtesy hearing or provided public comment at the November 25, 2020 meeting where the recommendation was ratified. The Planning Board voted 6-0 to recommend approval as requested based on the following:

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Statement of Consistency: Z 06-20 is consistent with the Eastern Area Land Use Plan (LUP) based on the following, “The request is consistent with the Eastern LUP; the request will allow residential uses in the Rural Agricultural District with appropriate regulations; such as single-family dwellings, large tracts and agricultural fields.”

Chairman Edds opened the public hearing to receive citizen input regarding Z 06-20. With no one wishing to speak or having submitted written comments, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency as follows: “The request is consistent with the Eastern LUP; the request will allow residential uses in the Rural Agricultural District with appropriate regulations; such as single-family dwellings, large tracts and agricultural fields.” The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve Z 06-20 carried unanimously.

5. PUBLIC HEARING FOR Z 05-20: STEINMAN STORAGE

Assistant Planning Director Shane Stewart provided the staff report and a power point for Z 05-20. Mr. Stewart explained that on March 3, 2008 the Board of Commissioners approved a CBI-CD rezoning request for property owner Dr. William Webb to accommodate four (4) 12,000 square foot storage buildings on his property located at 4290 Long Ferry Road further referenced as Tax Parcel 606-069. Within two (2) years, two (2) structures were completed and total 21,500 square feet along with a large gravel area, presumably for future structures but used for outdoor storage (e.g. trailers, campers, boats, etc.). Per section 21-62 of the Zoning Ordinance, “an approved conditional district secures a vested right to undertake a project within two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners.”

Current owner Steinman Storage LLC’s contractor R&L Glover Enterprises, Inc. inquired about obtaining zoning permits for two (2) additional buildings and was not aware of the voluntary zoning district requested by previous owner Dr. Webb. Section 21-62(d) of the ordinance indicates alterations to a conditional district and approved site plan shall be treated as an amendment to the zoning map.

The request from Steinman Storage LLC was for an amendment to their existing 7.78-acre conditional zoning district, currently zoned Commercial Business, Industrial (CBI-CD), to add two (2) additional storage buildings totaling 22,000 square feet and additional outdoor storage behind the existing structures.

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Mr. Stewart highlighted the information contained in the staff report.

Procedurally, Mr. Stewart said the Commissioners must develop a statement of consistency describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest. A statement analyzing the reasonableness of the decision was also necessary.

Mr. Stewart said letters of public notice of the hearing were mailed to fourteen (14) adjacent property owners (within 100' of subject property). On December 21, 2020 signage was posted on the property and on December 22 and 29, 2020 notices were published in the Salisbury Post.

No one spoke at the Planning Board's courtesy hearing or provided public comment at the November 25, 2020 meeting where the recommendation was ratified. The Planning Board voted 6-0 to recommend approval as requested based on the following statements:

Statement of Consistency: Z 05-20 is consistent with the Eastern Area Land Use Plan based on the following, "The plan was approved in 2008 as CBI-CD; Owner/Application are requesting same type of use."

Statement of Reasonableness: In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration, Z 05-20 is reasonable and in the public interested based on the following: "The request is consistent with the Eastern Land Use Plan; the request will service residences in the area."

According to the minutes from the January 28 2008 Planning Board meeting and the March 3, 2008 Board of Commissioners meeting, only the applicant spoke at each meeting. No specific conditions were placed on the application. Approval of the request would authorize the two (2) structures identified on the initial plan. Current property improvements on adjacent lands appear identical to that present in 2008. The site offers a large boat, RV, trailer and other equipment storage option in a convenient location for High Rock Lake residents with limited space to accommodate on their own property.

Staff did inform the applicant of the need to allow the planted holly shrubs to grow to form a continuous hedgerow of at least six (6) to comply with the buffer requirements. Staff was uncertain how long the existing vegetation had been pruned to prevent the hedgerow formation.

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Chairman Edds opened the public hearing to entertain citizen input regarding Z 05-20. With no one wishing to address the Board or having submitted written comments, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency: "The plan was approved in 2008 as CBI-CD; Owner/Application are requesting same type of use." The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved approval of the Statement of Reasonableness: "The request is consistent with the Eastern Land Use Plan; the request will service residences in the area." The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve Z 05-20 passed unanimously.

6. PUBLIC HEARING REGARDING CREATION OF A CONSOLIDATED HUMAN SERVICES AGENCY

County Manager Aaron Church said the purpose of the public hearing was to consider a consolidated human services agency. Mr. Church then read the public hearing notice as follows:

This is a public notice that the Rowan County Board of Commissioners will hold a public hearing on January 4, 2021 at 3 p.m. regarding the creation of a consolidated human services agency.

On or after this date the Board of Commissioner may exercise the power and authority contained in North Carolina General Statue 153A-77 to assume the power, responsibilities and duties of a consolidated human service agency by taking the following steps:

1. Create a consolidated human services agency that has the authority to carry out the functions of the local health department and the department of veteran's services;
2. Create a consolidated human services board having the powers conferred by NCGS 153A-77(c) and further assume all power, responsibilities and duties of said consolidated human services board pursuant to NCGS 153A-77(a).
3. Create an advisory committee consistent with the membership described in NCGS 130A-35.
4. Consolidate the provisions of human services in Rowan County under the direct control of a Human Services Director that will be appointed and supervised by the County Manager in accordance with NCGS 153A-77(b).

Chairman Edds opened the public hearing to receive citizen input regarding the consolidation and the following citizens addressed the Board:

- Dan Mikkelson stated he had served on the Rowan County Board of Health for nine (9) years and understood the Health Department's (HD) strengths and weaknesses. Mr. Mikkelson cautioned the Commissioners about changing the

structure of the HD, especially during a pandemic. Mr. Mikkelson said it appeared the concerns with Environmental Health (EH) had been vetted and the situation was rapidly improving. Mr. Mikkelson felt the Commissioners should not consolidate.

With no one else wishing to address the Board or having submitted written comments, Chairman Edds closed the public hearing.

Commissioner Klusman stated there would be a number of emails coming in on the issue.

Chairman Edds said the purpose of the hearing was to receive comments from the public.

Commissioner Caskey added that he was unsure if the consolidation would occur; however, under the proposal, the HD would have no association with the Veteran Services Department.

No action was taken.

7. ENVIRONMENTAL HEALTH BI-WEEKLY REPORT

Adrian Pruett, Environmental Health Supervisor, provided the bi-weekly report regarding inspections for the department. Mr. Pruett said Environmental Health was catching up on its inspections and noted the current wait time for an inspection was approximately three (3) weeks and two (2) days.

A brief question and answer period followed the update.

In conclusion, Chairman Edds reiterated previous meeting comments - that the Board wanted Environmental Health and the inspections to be known as the best in the region. Chairman Edds encouraged Mr. Pruett to come to the Board if the department had any needs in providing top quality service.

8. PUBLIC WATER SUPPLY APPLICATION FOR CHEMICAL BOOSTER STATION

Note: This agenda item was moved to the Consent Agenda as Item L.

ADDITION

SMALL BUSINESS GRANT PROGRAM

Chairman Edds discussed the Board's desire to assist smaller businesses in the County that had suffered as a result of the pandemic. Chairman Edds explained that the County had hired an outside firm, McGill Associates, to manage the technical side of a Small Business Grant Program (Grant) the County had implemented. Chairman Edds

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said it had been brought to the County's attention that sixteen (16) applications had been overlooked in the process. Chairman Edds stated Assistant County Manager/CIO Randy Cress had been working through the issues with McGill Associates and the applicants.

Chairman Edds said the federal government would allow the County to pay for the Grant with funds from the CARES Act beyond the December 31, 2020 deadline.

Chairman Edds read the recommendation provided to the Board was to add an addendum to the current Small Business Grant Program to allow McGill Associates to review and process the sixteen (16) applications per the existing eligibility requirements based on the December 17, 2020 revision of the Small Business Grant Program. Given the new dates of the notification for these applicants, their end dates for providing documentation to McGill Associates will be January 22nd, 2021 at 5:00 p.m. This allows for the same 18-day period as the original applicants received. Checks will be issued to qualified applicants in this batch based on eligibility as determined with an overall deadline for checks to be issued by February 4, 2021. Chairman Edds then moved to put the recommendation in the form of a motion. The motion was seconded by Commissioner Pierce and passed unanimously.

9. AWARD BID FOR CONSTRUCTION PHASE NC DOA GRANT 36244.56.10 FOR GLIDESLOPE REPLACEMENT

Valerie Steele, Airport and Transit Director, reported the Glideslope Replacement Project was approved and the grant awarded in 2018. The design phase, including billing, was complete.

The bid process for the Glidescope Replacement construction phase was completed December 15, 2020. J.D. Goodrum was the sole bid received. The base bid came in above the remaining funds for the project. Removing the paved access road from the contract would ensure additional funding should not be required.

The recommendation was to award the bid to J.D. Goodrum, approve the contract modification to the base bid and authorize the County Manager to enter into the contract as presented not to exceed the amount of $491,001.28.

After a brief question and answer period with Ms. Steele and Engineer, Andy Shook, with Talbert, Bright and Ellington, Commissioner Pierce moved to award the bid for the construction phase for glideslope replacement. The motion was seconded by Commissioner Klusman and passed unanimously.

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Ms. Steele said there were two (2) other items listed as part of the recommendation, which were to approve the contract modification to the base bid and authorize the County Manager to enter into the contract.

Chairman Edds requested to modify the motion to award the bid to J.D. Goodrum, approve the contract modification to the base bid and authorize the County Manager to enter into the contract as presented not to exceed the amount of $491,001.28. Commissioner Pierce was agreeable to the modified motion and the vote passed unanimously.

10. CRF EXPENDITURE REPORT

Finance Director James Howden provided a handout, which was a 14-page report due to NCPRO by Friday (January 8, 2021). The report contained a list of expenditures through the end of December 2020 related to the Coronavirus Relief Fund (CRF).

Mr. Howden highlighted the details in the handout, noting the County spent approximately $2.4 million in the month of December. Mr. Howden sought Board approval to submit the report.

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

11. CRF FUNDS UPDATE

Finance Director James Howden provide the Commissioners with a summary for the Coronavirus Relief Funds (CRF) as of December 30, 2020.

Funding Received:	$5,319,455	
Interest Earned:	$769	
Total Funds Available		$5,320,224
Expenditures thru December 30 (Excluding Dedicated Staff)**	$4,721,735	
Expenditures – Invoices not Received		
Testing	$52,105	
Technology	$35,000	
Broadband	$82,000	
PPE	$20,000	
Tests and Testing Kits	$80,000	
Total Expenditures (Excluding Dedicated Staff)	$4,990,840	
Remaining Funds to be Used by Dedicated Staff	$329,384	

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Dedicated Employee Expenses**	$1,316,926
Allowable Expenses over Available Funds	($ 987,542)
Total Expenditures as of December 30, 2020**	$6,038,661

Chairman Edds referred to the dedicated employee expenses and explained that if COVID had never happened, the $1,316,926 was dedicated to employees "just doing their job." Chairman Edds continued by saying the law allowed for the County to reimburse itself the $1,316,926 direct labor costs for existing employees. Instead, the Board chose to act in ways to benefit the county residents (small business grants, broadband to rural areas, PPE, testing and technology, etc.). Chairman Edds said the County did not hire $1.3 million in new people and he wanted to make sure the public was aware the County was not over budget.

No action regarding the update was necessary.

12. YEAR END LITTER REPORT

Chairman Edds highlighted the details of the year-end litter report. Overall, the County collected approximately 120 tons of litter and roadside debris off 2,498.58 shoulder miles of roadway.

13. SELECTION OF NCACC VOTING DELEGATE FOR LEGISLATIVE GOALS CONFERENCE

The North Carolina Association of County Commissioners (NCACC) will hold its Legislative Goals Conference by virtual platform Thursday and Friday, January 14-15, 2021. Each county would be entitled to vote on legislative goal proposed submissions brought before the membership.

Each county was asked to designate one (1) voting delegate (and may also assign an alternate in the event the delegate was unable to participate.

Chairman Edds moved, Commissioner Pierce seconded and the vote to appoint Commissioner Klusman as the County's voting delegate passed unanimously.

14. DISCUSSION REGARDING ANNUAL PLANNING RETREAT

The Board discussed its preferences for holding its annual planning retreat for 2021. Due to the pandemic and the unknown impact it might have on the County's finances, the Board felt it should wait and schedule the retreat in a few months.

15. BUDGET AMENDMENTS

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

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- Sheriff – Recognize $100 cash donation from citizen Robert Cartner and budget to Sheriff's Christmas Caring Account.
- Finance – Budget a NCFSWC Grant awarded to Soil and Water by the North Carolina Foundation for Soil and Water Conservation, Inc. $2,500
- Library – Decrease RPL revenue and expense to agree with decrease in State Aid Grant funding. $395
- Finance – Budget a One NC Fund Grant awarded to Continental Structural Plastics. $100,000

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

16. CONSIDER APPROVAL OF BOARD APPOINTMENTS

BOSTIAN HEIGHTS VOLUNTEER FIRE DEPARTMENT AND CLEVELAND COMMUNITY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Randall Faggart, Jody Scott Burleyson and Randy St. Clair applied for reappointment to the Bostian Heights Volunteer Fire Department (VFD). The terms would be for two (2) years and expire on January 31, 2023.

Craig Myers applied for reappointment to the Cleveland Community VFD for a two-year term that will expire December 31, 2022.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to appoint Randall Faggart, Jody Burleyson, Randy St. Clair and Craig Myers passed unanimously.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

Michael Agee, Amber Phillips and Patricia Murtaugh applied for two (2) vacant seats. The bylaws of the Committee state the membership should consist of at least a minimum of one-third older adults, age 60 and older. Based on this requirement, Nan Buehrer recommended Mr. Agee be appointed as the Region F Aging Advisory Committee Alternate for a term that would expire June 30, 2021, (at which time Mr. Agee would be eligible for reappointment).

Ms. Buehrer recommended Ms. Murtaugh be appointed to fill the At-Large seat for a term that would expire June 30, 2020 (at which time Ms. Murtaugh would also be eligible for reappointment).

Commissioner Pierce moved the appointment of Ms. Murtaugh and Mr. Agee. The motion was seconded by Commissioner Klusman seconded and the motion carried unanimously.

JUVENILE CRIME PREVENTION COUNCIL

Erin Smith applied for the vacant General Public Seat for a term that would expire on June 30, 2022.

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Commissioner Pierce moved, Commissioner Klusman seconded and the vote to appoint Erin Smith passed unanimously.

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.

There is one seat available on this Board and Amy-Archer Brown has applied for reappointment. A second application was also received for this seat from Machica Davis.

While Ms. Brown's term expired June 30, 2020 she has continued to actively serve. Dione Tate-Adkins, Executive Director of the Agency, submitted a letter requesting the reappointment.

The term for the selected applicant will expire on June 30, 2023.

Commissioner Klusman moved to appoint Amy Archer Brown. The motion was followed by a second from Commissioner Pierce and passed unanimously.

THERAPEUTIC RECREATION BOARD

Renita Ritchie applied for reappointment. The term would be for three (3) years, expiring on November 30, 2023.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to reappoint Ms. Ritchie carried unanimously.

17. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 4:49 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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North Carolina Department of Environmental Quality
Division of Water Resources
Public Water Supply Section

Application for Approval of Engineering Plans and Specifications For Water Supply Systems

Applicant	Design Engineer
Rowan County (Name of Board, Council or Owner – the **Applicant**)	Sara N. Gibson, P.E. (Name of **Design Engineer** of Record)
Aaron Church – Rowan County Manager (Name and Title of **Authorized Official** or **Representative** of the Applicant)	Hazen and Sawyer (Name of Engineering Firm)
130 West Innes Street (Mailing Address)	4011 WestChase Blvd., Suite 500, (Mailing Address)
Salisbury, NC 28144 (City, State & ZIP)	Raleigh, NC 27607 (City, State & ZIP)
704-216-8180 (Phone Number)	919-755-8652 (Phone Number)
704-216-8195 (FAX Number)	(FAX Number)
Aaron.Church@rowancountync.gov (Email address)	sgibson@hazenandsawyer.com (Email address)
Electronic Signature (Signature of **Authorized Official** or **Representative** of the **Applicant**)	

Electronically Signed December 23, 2020 by Aaron Church

Project Name: Northeast Rowan County Water System Chemical Booster Station
(Name of Project to appear on Public Water Supply Section records and tracking system)

Construction of a chemical booster station and injection manhole to improve lead levels in the Rowan County drinking water source.
(description of project)

1375 Long Ferry Road, Salisbury, NC 28146
(general location of project)

in Rowan County.

Date _____ (for DEQ use only)

Serial No. _____ (for DEQ use only)

To: Division of Water Resources,
Department of Environmental Quality

The **Applicant** applies under and in full accord with the provision of NCGS 130A-317, and such other statutes and rules as relate to public water systems. The **Authorized Official** or **Representative** of the **Applicant** represents that he is authorized to act for the **Applicant**. The **Authorized Official** or **Representative** of the **Applicant** understands and agrees to the following:

1. The **Applicant** shall not award contracts or begin construction without first receiving "Authorization to Construct" from DEQ.
2. The **Applicant** shall make no change or deviation from the engineering plans and specifications approved by DEQ except as allowed by 15A NCAC 18C .0306 or with the written consent and approval of DEQ.
3. The **Applicant** shall obtain Final Approval in accordance with 15A NCAC 18C .0306 prior to placing the project (or any portion thereof) into service.
4. Digital (PDF) submittals are true image copy of the original sealed/signed documents.

An authorized representative **of the Public Water System** (not always the same as the **Applicant**) is to complete and sign the following WSMP section.

Status of Water System Management Plan (WSMP)

Check one of the following, and if applicable, provide the required information:

☒ The WSMP for the project, as defined in the attached engineering plans and specifications, has not been submitted.

☐ Three copies of the WSMP for the project, as defined in the attached engineering plans and specifications, are submitted with this application.

Electronically Signed December 23, 2020 by Aaron Church

☐ The WSMP that includes this project, as defined in the attached engineering plans and specifications, was previously submitted.

Provide the following:

Public Water System Name: Northeast Rowan County Water System

Owner Name: Rowan County

Water System No.: NC 20-80-082

Serial Number of Deemed Complete WSMP: 17-00695

By my signature below, I certify that the previously submitted WSMP **DOES NOT*** contains the information required by 15A NCAC 18C .0307(c) for the project defined in the attached engineering plans and specifications.

Aaron Church
(Type or print name of authorized representative of Public Water System)

Rowan County Manager
(Title of authorized representative of Public Water System)

Electronic Signature
Electronic Signature
ROWAN COUNTY NORTH CAROLINA Be an original.
(Signature of authorized representative of Public Water System)

December 23, 2020
(Date)

*Please see the cover letter to Ms. Bhatta from Hazen Dated December 23, 2020. RE: Rowan County, North Carolina - Northeast Rowan County Water System Chemical Booster Station Hazen Job No. 32560-001. If you have any questions you may contact me on my cell phone 704-216-8195.

In accordance with NCGS 130A-328, the Public Water Supply Section charges a fee for plan review. **Any documents submitted for review must be accompanied by a check payable to *DEQ-Public Water Supply Section* before the review will begin.**

There is a $25 fee for returned checks.

The charges for review of plans are shown below. Check one of the following.

Distribution System fees		
☐	Construction of water lines, less than 5000 linear feet	**$150**
☐	Construction of water lines, 5000 linear feet or more	**$200**
☒	Other construction or alteration to a distribution system	**$ 75**
Ground Water System fees		
☐	Construction of a new ground water system or adding a new well	**$200**
☐	Alteration to an existing ground water system	**$100**
Surface water system fees		
☐	Construction of a new surface water intake or treatment facility	**$250**
☐	Alteration to existing surface water intake or treatment facility	**$150**
Other fees		
☐	Water System Management Plan review	**$ 75**
☐	Miscellaneous changes or maintenance not covered above	**$ 50**

Notes:

1. Projects for Tank Rehabilitation use separate "Application for Water Tank Reconditioning Plan Approval."
2. The fee is not refundable if the plans are not approved.
3. Revisions to plans to address the Public Water Supply Section's or other state agency's comments do not incur an additional fee.
Electronically Signed December 23, 2020 by Aaron Church
4. If one set of plans has multiple related items (such as a new well with construction of water lines) only one fee must be submitted for highest price item. The amounts are not cumulative, except for fees for Water System Management Plans.
5. **If the appropriate plan review fee is not received within ten days after the receipt of plans, specifications, and reports for approval, then <u>all</u> plan documents will be recycled. A new set of documents must then be submitted with the appropriate fee for approval.**

This approval does not address all applicable laws, rules, standards and criteria, and other approvals and licenses that may be required by the local, state or federal government.

The Public Water Supply Section has stamped and sealed the official copies of plans and specifications accompanying this application with the serial number of this application _____. Any erasures, additions or alterations of the proposed improvements except those permitted in 15A NCAC 18C .0306 make this approval null and void.

This approval does not constitute a warranty of the design, construction or future operation of the water system.

Signed: _____

Robert W. Midgette, P.E.
Chief, Public Water Supply Section
Division of Water Resources

Other Information and Checklist Page

☒ Attached is a check for the proper plan review fee amount, in accordance with NCGS 130A-328. See note 4 on page 3.

This-submittal includes one paper original with two digital (PDF) CDs of the following items, each item in separate folders:

☒ This completed "*Application for Approval of Engineering Plans and Specifications for Water Supply Systems*"

☒ The sealed plan drawings, separate file in PDF format for each drawing. Cover sheet must include drawings index;

☒ The project-specific Engineering Report (ER) describing the scope and purpose of the project and addressing each of the items listed in 15A NCAC 18C .0307(b), including the design basis of the project. [15A NCAC 18C .0307(b) (12)];

☒ Specifications for this project; **OR**

☐ The project will use the following system's previously approved standard specifications for waterline extensions:

Name of System: _____

Serial Number: _____

The Serial Numbers for previously approved standard specifications can be found at the following website:

Electronically Signed December 23, 2020 by Aaron Church

http://www.ncwater.org/?page=424

One of the following:

☐ Attached is a letter signed by an authorized representative of the Public Water System agreeing to serve the project and stating that the system has adequate supply;

OR

☒ The **Applicant** is the Public Water System.

If the project has sought funding (for example, DWSRF loan) list the program and (if available) the application or funding number below:

Program Name	**Application or Funding Number, if available**

Yes No

☐ ☒ Project will be completed with significant expenditure of state moneys, greater than ten million dollars ($10,000,000) in accordance with G.S. 113A-9 (7a).

☐ ☒ Project will cause substantial, permanent land-disturbing activity of an area greater than 10 acres of public lands in accordance with G.S. 113A-9 (11).

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin, Planner
DATE: 1/7/2021
SUBJECT: Ratify Z 07-20: Mitch Wilson

On January 4th the Board of Commissioners voted to approve rezoning request Z 07-20 with the condition that trees be planted along the property line with parcel 751 037. Planning staff did not receive any public comments during the allotted 24 hour time period required after remote public hearings.

Ratify Z 07-20.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/7/2021	Cover Memo
Site Plan	1/7/2021	Cover Memo
GIS Map	1/7/2021	Cover Memo
Application	1/7/2021	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT
DATE: 12/23/2020
STAFF CONTACT: AARON POPLIN

REZONING PETITION: Z 07-20

REQUEST: RR to CBI-CD

PARCEL ID: 751-038

LOCATION: 8200 block Statesville Blvd.

ACERAGE: 11.71

CURRENT LAND USE: Vacant

OWNER: Eric Dixon Sr. and Leona F. Dixon.

APPLICANT: Mitch Wilson Rowan Clearing Partners LLC

BACKGROUND

Mitch Wilson on behalf of Rowan Clearing Partners LLC is requesting the rezoning of Eric Dixon Sr. and Leona F. Dixon's property at approximately the 8200 block of Statesville Blvd. from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of Gupton Land Clearing's company office, workshop, and equipment storage area. This property can be further identified as parcel 751 038.

Relationship with any plans and policies

This property is located in Area 1 of the Western Area Land Use Plan, and is located within the US 70 Highway Corridor Overlay. The US 70 Corridor Overlay encourages commercial and industrial uses having transportation dependency due to rail availability and US highway. The US 70 Corridor Overlay also encourages quality building design and appearance.

Consistency with the requested zoning district's purpose and intent

Commercial, Business, Industrial, CBI. This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment

to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

The request falls within the Yadkin River water supply watershed which is a WS-IV. The proposed development is below the maximum built upon area of 36% of the lot, and would not require getting a Special Non-Residential Intensity Allocation (SNIA) permit from the board of commissioners.

Compatibility of all uses within the proposed district classification with other properties

Compatibility of Uses: the CBI district offers a wide variety of uses of varying intensities, however this request only allows for a Land Clearing SIC 1629.

MAJOR GROUP	INDUSTRY GROUP	RR	CBI-CD
Residential		Permitted	Not Permitted
Construction		Permitted with SR	Land Clearing Contractor
Manufacturing		Permitted with SR	Not Permitted
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Some Permitted with SR	Not Permitted
Wholesale Trade		Most Permitted with SR	Not Permitted
Retail Trade		Permitted with SR	Not Permitted
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most Permitted with SR	Not Permitted
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Permitted	Not Permitted

Generalized Groupings:
Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map): The section of Statesville Blvd. between Hildebrand Rd and NC 801 is comprised of RR and CBI zoning. Most of the RR zoned lots are undeveloped with a few having single family residences on them. The CBI zoned lots are concentrated at the intersection of Statesville Blvd. and NC 801, but there are two CBI zoned lots that do not border other CBI lots. All but two of the CBI lots have an active commercial use and their uses cover a wide variety of industrial classifications.

Potential impact on facilities such as roads, utilities and schools

Roads: Statesville Blvd. has a design capacity of 35,100 vehicles per day and as of 2019 the average daily traffic was 13,000 vehicles per day. Gupton Land Clearing employs 8 people and

will generate trips when they leave for job sites at the beginning of the work day and when they return from jobsites at the end of the work day. The NC DOT has already issued a driveway permit 20-031-RD for the proposed business.

Utilities: The property will use water from SRU and an on site septic system.

Schools: N/A

Planning Board Meeting November 23, 2020

The Rowan County Planning Board held a curtesy hearing for Z 07-20 at their November meeting. The resident of the adjoining property at 2070 Hilderbrand Rd and his father spoke in opposition to the rezoning. Their main concerns were the possible noise, septic system location, and the location of the fence along the property line closest to their house. The Planning Board discussed that they felt the existing forest coverage along with the distance of the operational area from the neighboring residence would mitigate the noise concern. The Planning Board then suggested moving the fence further away from the house at 2070 Hilderbrand Rd and relocating it to the narrow gap in the forest between the fields. The applicant agreed that they would make that change.

The Planning Board approved the request with the condition that the fencing along the property line with parcel 751 037 be moved to the narrow gap in the forest between the fields.

Statement of Reasonableness: The request to rezone the property located in the 8200 block of Statesville Blvd. further, identified as Tax Parcel 751-038 from RR to CBI with a conditional district is consistent with the Western Land Use Plan; there are other businesses along the corridor zoned CBI; there will be no major impact to school, utilities or roads.

Statement of Consistency: The rezoning is consistent with other properties along Statesville Blvd.; It is a Conditional District only allowing a specific use.

Decision making and procedures

Decision Making: In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is “whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the boards “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

Procedures: The Planning Board must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. See enclosed checklist as a guide in developing these statements.

A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is "reasonable". While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:

- Size and nature of the tract;
- Compatibility with existing plans;
- The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and
- The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.

Staff Comments

- Only the use shown in the site plan should be considered when making a decision.
- The Board can consider adding mutually agreed upon conditions to the request.

Attachments

- GIS Map
- Site Plan
- Site Plan Additional Info
- Application

OFFICE SHOP PARKING -

10 EMPLOYEE SPACES, 2 HANDICAPPED SPACES
DETAIL INCLUDED IN "SITE PLAN OVERVIEW" DOCUMENT

BUILDING DIMENSIONS -

- OFFICE/SHOP: 90' x 55' = 4,950 SF
- EQUIPMENT SHED: 200' x 45' = 9,000 SF
  -SHORT SIDES ENCLOSED.

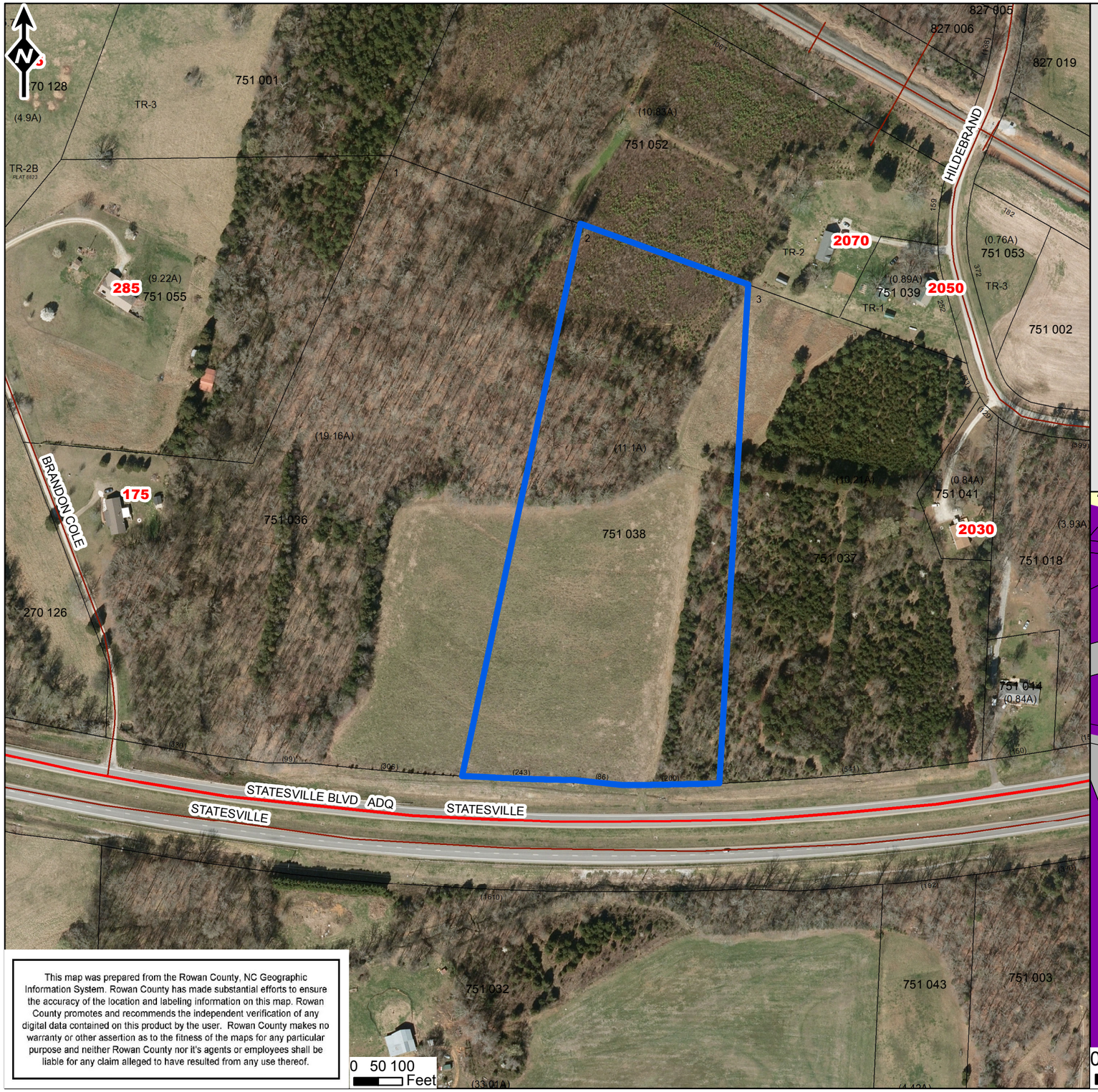


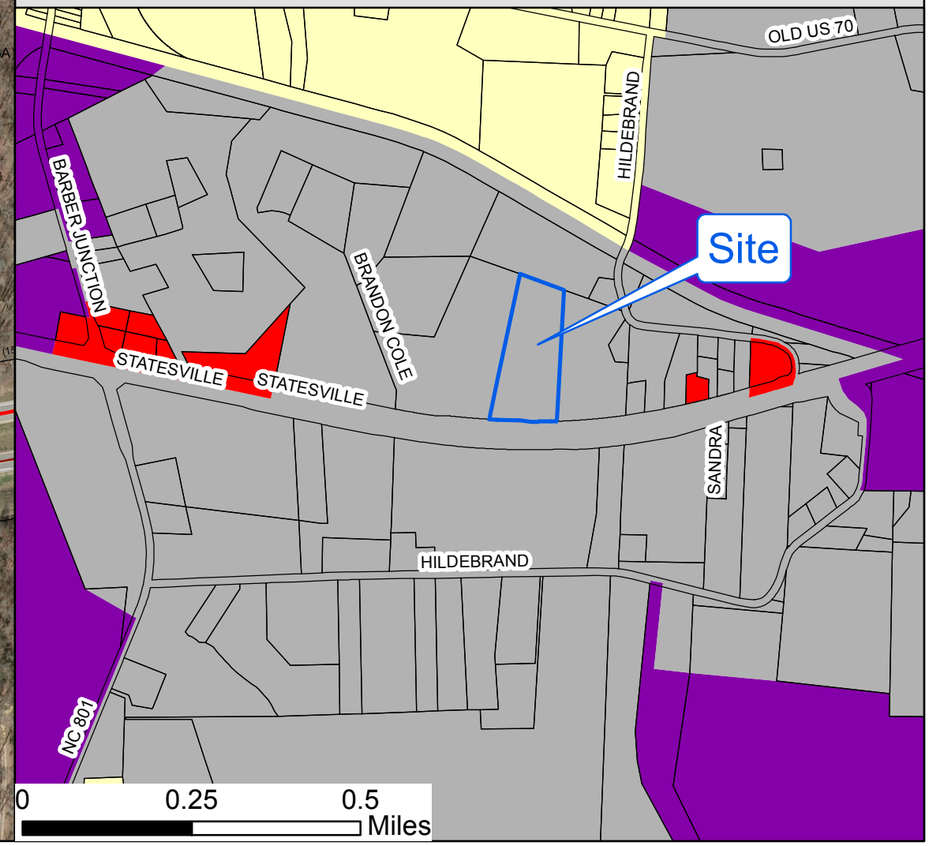
Z 07-20
Site Map

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Legend

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





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

Authentisign ID: A64488BC-8C27-4375-BDD2-D741AEE0543B

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

Case # Z
Date Filed
Received By
Amount Paid
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Eric L Dixon Sr and Leona F. Dixon

Signature: Authentisign *Eric L Dixon Sr.* 10/21/2020 11:07:00 PM EDT Authentisign *Leona F. Dixon* 10/22/2020 1:27:07 AM EDT

PHONE (704) 880-7801

Phone: Email: EMAIL: CSCLEAD@LIVE.COM

Address: 157 Erastus Lane Statesville, NC 28625

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Rowan Clearing Partners LLC

Signature:

Phone: 704-517-1809 Email: mitch@guptonlandclearing.com

Address: 675 Gupton Dr Salisbury, NC 28147

PROPERTY DETAILS:

Tax Parcel(s): 751 038 Size (sq.ft. or acres): 11.7 acres

Property Location: Hwy 70 Salisbury, NC

Current Land Use: Farm

Date Acquired: 12/8/2003 Deed Reference: Book 994 Page 984

REQUEST DETAILS:

Existing Zoning District RR Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:
Offices / Shop / Equipment Storage Land Clearing Business
SIC 1629

Additional information enclosed restricting the conditional use district? Yes ☐ No ☑

Site plan containing information from sec. 21-52 enclosed? Yes ☑ No ☐

Authentisign ID: 4F8BA879-43BD-4754-8A87-4732423A646F

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Leona Dixon and Eric Dixon SR., owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Authentisign *Leona F. Dixon* 10/2/2020 11:27:23 PM EDT Authentisign *Eric L Dixon Sr.* 10/3/2020 4:52:14 AM EDT

Date: 10/02/2020

Name of Applicant / Agent: Rowan Clearing Partners LLC / Andrew Taylor

Address: _____

Phone Number: _____

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF _____ **COUNTY OF** _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires _____, 20 ____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: January 7, 2021
SUBJECT: Ratify Z 05-20; Steinman Storage

At the January 4th BOC meeting, the Board voted unanimously to approve the Z 05-20 request for Steinman Storage LLC. Planning Staff did not receive any public comments regarding the request after the meeting.

Ratify Z 05-20.

ATTACHMENTS:

Description	Upload Date	Type
Report	1/7/2021	Exhibit
Site Plan	1/7/2021	Exhibit
GIS Map	1/7/2021	Exhibit
Application	1/7/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
DECEMBER 22, 2020
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 05-20

Request: Amend existing 7.78 acre CBI-CD to add storage buildings totaling 22,000 sq.ft. and additional outdoor storage

Parcel ID: 606-069

Location: 4290 Long Ferry Rd.

Lot size: 7.78 AC

Owner: Steinman Storage LLC

Applicant: R&L Glover Enterprises Inc.

Watershed: None

Floodplain: None

Existing Improvements: Two (2) storage buildings totaling 21,500 sq.ft.

BACKGROUND On March 3, 2008, the Board of Commissioners approved a CBI-CD rezoning request for property owner Dr. William Webb to accommodate four (4) 12,000 sq.ft. storage buildings on his property located at 4290 Long Ferry Road further referenced as tax parcel 606-069. Within two (2) years, two (2) structures were completed which total 21,500 sq.ft. along with a large gravel area, presumably for future structures, but used for outdoor storage (e.g. trailers, campers, boats etc.). Per section 21-62 of the Zoning Ordinance, "an approved conditional district secures a vested right to undertake a project within two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners."

Current owner Steinman Storage LLC's contractor R&L Glover Enterprises Inc. inquired about obtaining zoning permits for two (2) additional buildings and was not aware of the voluntary zoning district requested by previous owner Dr. Webb and approved by the Commission in 2008. Section 21-62(d) of the ordinance indicates alterations to a conditional district and approved site plan shall be treated as amendment to the zoning map.

REQUEST Steinman Storage LLC. is requesting an amendment to their existing 7.78 acre conditional zoning district, currently zoned Commercial, Business, Industrial [CBI-CD], to add two (2) additional storage buildings totaling 22,000 sq.ft. and additional outdoor storage behind the existing structures.

CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT **CBI –** This zone allows for a wide range of commercial, business and light to medium industrial activities, which support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment

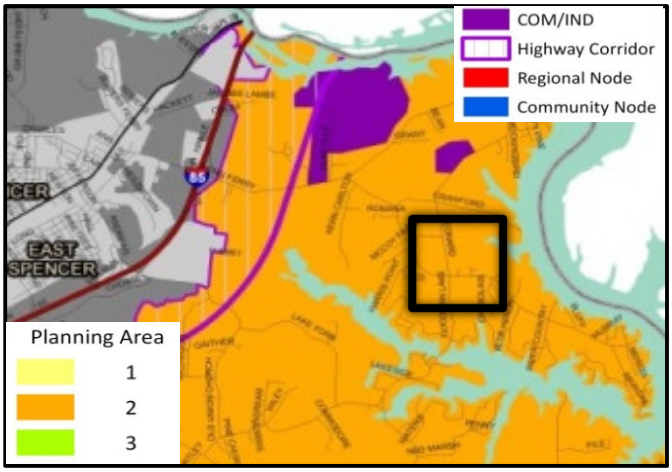
opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

Conditional Districts – Purpose. There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure is intended for firm development proposals, and is neither intended nor suited for securing early zoning for tentative uses which may not be undertaken for a long period of time.

CONFORMITY WITH ADOPTED PLANS / POLICIES

<u>Eastern Area LUP</u>

- Located in Area 2 (land adjacent to municipalities and High Rock lake)
- Medium density residential development is encouraged.
- Expansion of existing businesses that minimize conflict with adjacent residential uses are encouraged.
- The plan also suggests a future study of the High Rock Lake area to determine appropriate retail / service needs for residents and lake visitors.



COMPATIBILITY OF USES

As noted above, warehousing is the only permitted use both current and with the rezoning request.

CONDITIONS IN THE VICINITY

<u>See Enclosed Map –</u>

<u>North</u>

- Undeveloped property listed in farm use.

<u>South</u>

- Six (6) dwellings on Manufactured Home Park (MHP) zoned parcels and 69 acres zoned RA with an Agricultural Overlay (RA-AO).

East

- Hunters Run eighteen (18) lot subdivision containing nine (9) developed parcels.
- Residential uses along Long Ferry Road and Chez Charolais MHP.

West

- Three (3) principal use storage buildings addressed as 155, 175, and 195 Bernard Ln. Two (2) of the structures were constructed in 2001 while the last (155) was approved as a residential storage facility in 2003 (CUP 25-03).
- Several dwellings along the Long Ferry Rd. intersection with Goodman Lake and Leonard Roads.

POTENTIAL IMPACT ON ROADS **Long Ferry Rd. –**

- Classified as a local road (minor thoroughfare from Goodman Lake Rd. to I-85).
- Annual Average Daily Traffic (AADT) count collected in 2015 (most recent) tallied 1,700 vehicle trips along this section (historical high of 1,800 in 2005).
- The Comprehensive Transportation Plan (CTP) estimates Long Ferry Road's capacity at 11,300 AADT from Goodman Lake Road to I-85.

POTENTIAL IMPACT ON UTILITIES None.

POTENTIAL IMPACT ON SCHOOLS None. Residential is not permitted in the district.

DECISION MAKING In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

PROCEDURES The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. A statement analyzing the reasonableness of the decision is also necessary.



PUBLIC NOTICE **December 22nd –** Letters mailed to fourteen (14) adjacent property owners (within 100 feet of subject property).

December 21st – Sign posted on property.

December 22nd & 29th – Notice published in the *Salisbury Post*.

NOVEMBER 23, 2020 PLANNING BOARD MEETING

No one spoke at the courtesy hearing or provided public comment at the November 25th meeting where the recommendation was ratified. The Planning Board voted 6-0 to recommend approval as requested based on the following statements:

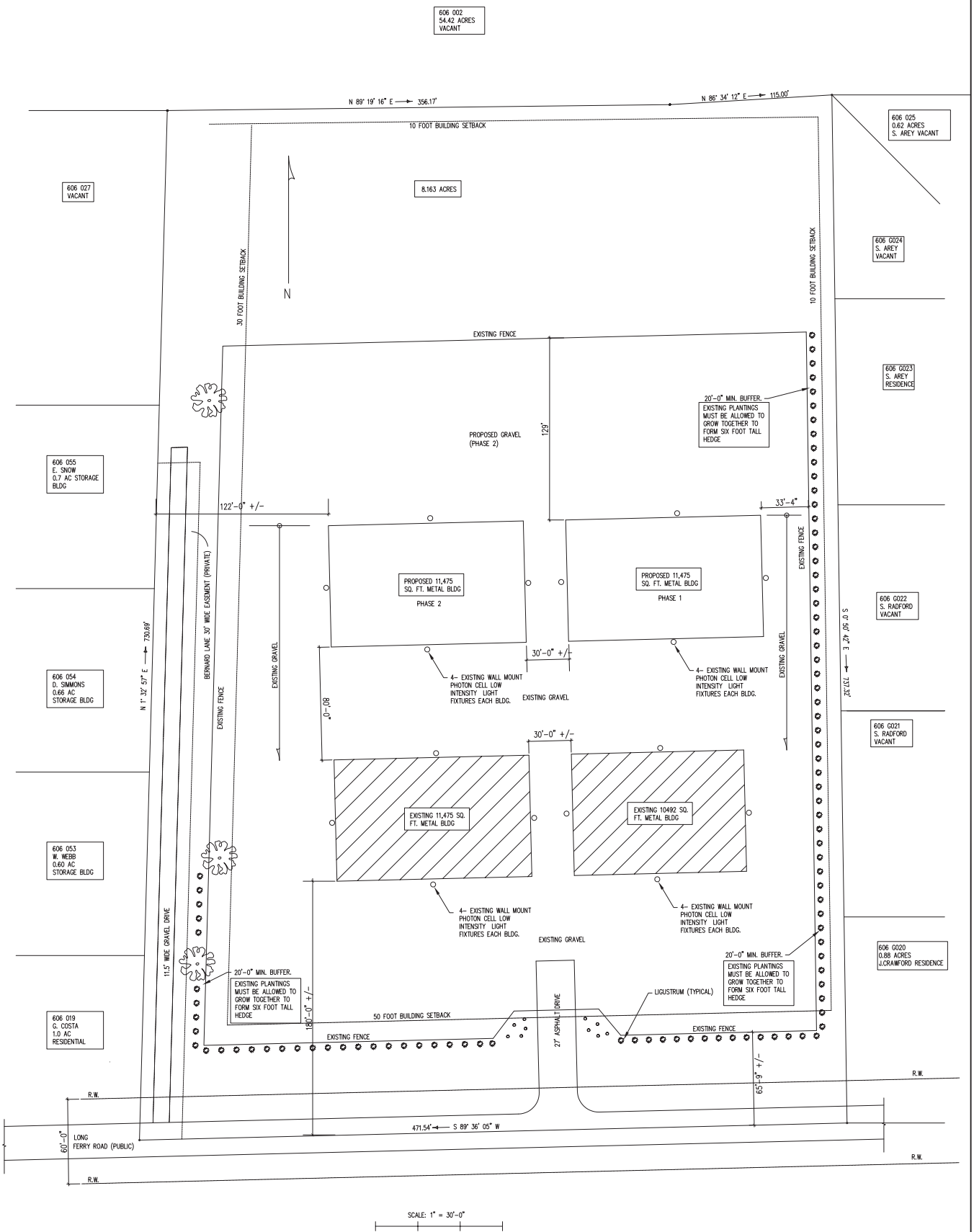
Statement of Consistency – Z 05-20 is consistent with the Eastern Area Land Use Plan based on the following: "The plan was approved in 2008 as CBI-CD; Owner / Applicant are requesting same type of use."

Statement of Reasonableness – In accordance with section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration, Z 05-20 is reasonable and in the public interest based on the following: "The request is consistent with the Eastern Land Use Plan; the request will service residences in the area."

STAFF COMMENTS

According to the minutes from the January 28, 2008 Planning Board meeting and the March 3, 2008 Board of Commissioners meeting, only the applicant spoke at each meeting. No specific conditions were placed on the application. Approval of the request would authorize the two (2) structures identified on the initial plan. Current property improvements on adjacent lands appear identical to that present in 2008. The site offers a large boat, rv, trailer, and other equipment storage option in a convenient location for High Rock Lake residents with limited space to accommodate on their own property.

Staff did inform the applicant of the need allow the planted holly shrubs to grow to form a continuous hedgerow of at least 6 feet to comply with the buffer requirements. Staff is uncertain how long the existing vegetation has been pruned to prevent the hedgerow formation.



SCALE: 1" = 30'-0"

PROPOSED USE: STORAGE NO EMPLOYEES ON SITE
24/7 KEY ACCESS
ZONING DISTRICT: CBI-CD
TAX PARCEL #: 606-069
FLOODPLAIN: X BASED ON PANEL 5790

L-1 10/6/20	DRAWING: SITE PLAN	PROJECT: STEINMAN PROPERTIES 4290 LONG FERRY ROAD SALISBURY, NC	CONTRACTOR: R & L GLOVER ENTERPRISE, Inc. 129 BRANDON DRIVE Salisbury, NC 28144	

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Z 05-20: Steinman

LEGEND

Zoning

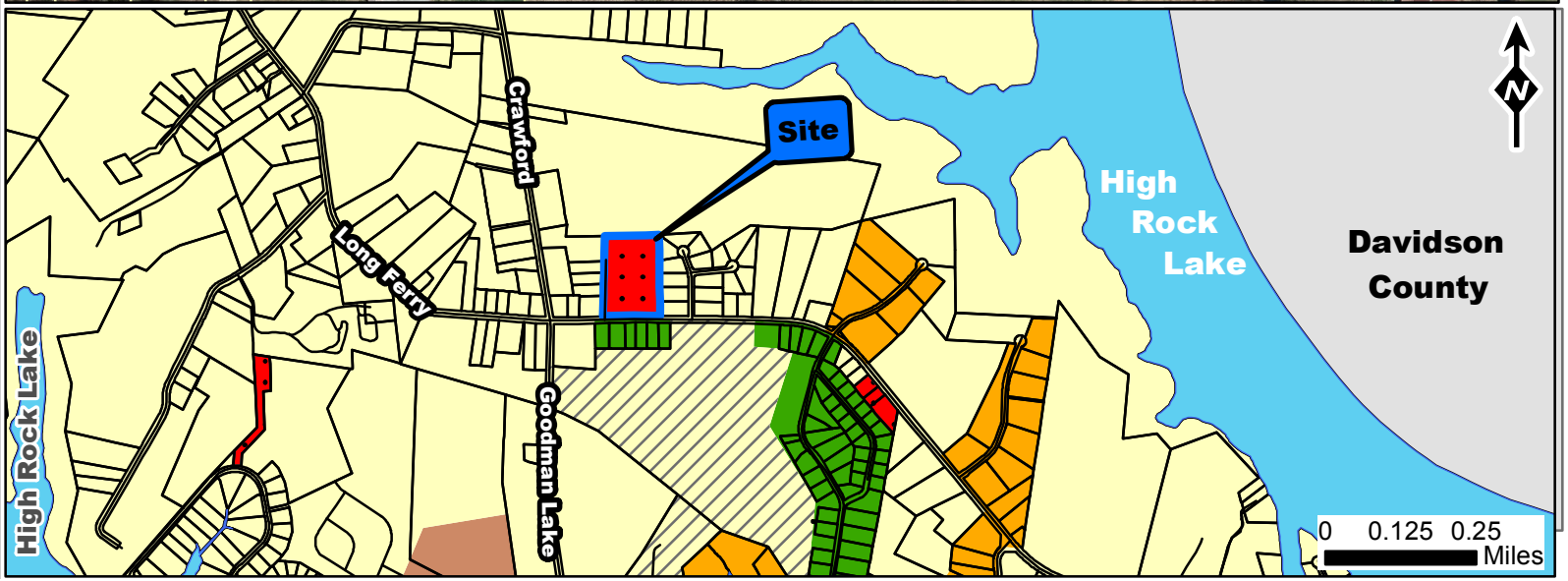
- RA
- RA-AO
- RS
- MFR
- MHP
- CBI
- CBI CD

- Site
- Parcels
- Roads
- High Rock Lake
- 5285 Addresses

Feb. / Mar. 18 Aerial

Prepared by Rowan County Planning
& Development Department
November 9, 2020





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

Case # Z 05-20
Date Filed 10.27.2020
Received By B. Bost
Amount Paid 300.00 CK# 8487
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Steigman Storage LLC.
Signature: Lori C. Steigman
Phone: 704-798-6538 Email: steinman@salisburyanimalhospital.com
Address: 4290 Long Ferry Road

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Bryce Evans
Signature: Bryce Evans
Phone: 704-640-1833 Email: rmglover129@gmail.com
Address: 129 Brandon Drive Salisbury NC 28144

PROPERTY DETAILS:

Tax Parcel(s): 606 069 Size (sq.ft. or acres): 7.78 acres
Property Location: 4290 Long Ferry Road
Current Land Use: Commercial Storage
Date Acquired: 12/31/2019 Deed Reference: Book 1340 Page 661

REQUEST DETAILS:

Existing Zoning District CBI-CD Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:
2 additional metal storage buildings and gravel parking area. See site plan.

Additional information enclosed restricting the conditional use district? Yes ☐ No ☒

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Steinman Storage LLC, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): [signature]

Date: 10/26/20

Name of Applicant / Agent: Bryce Evans

Address: 129 Brandon Drive

Phone Number: 704-640-1833

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF North Carolina **COUNTY OF** Rowan

I, Julie Glover Hlavacek, a Notary Public for said County and State, do hereby certify that Bryce Evans personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 4-3, 20 21.

SEAL

JULIE GLOVER HLAVACEK
NOTARY PUBLIC
ROWAN COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 04/03/2021

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [signature] 2. Planning Board Courtesy Hearing: 11/23/20 3. Notifications Mailed: 11/9/20 4. Property Posted: 11/10/20 5. Planning Board Action: Approved 6 Denied 0 6. Board of Commissioners Public Hearing: 1/4/21 7. Notifications Mailed: 12/22/20 8. Property Posted: 12/21/20 9. Dates Advertised: 1st 12/22/20 2nd 12/29/20 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: January 7, 2021
SUBJECT: Ratify Z 06-20; Nengtou Vue

At the January 4th BOC meeting, the Board voted unanimously to approve the Z 06-20 request for Nengtou Vue. Planning Staff did not receive any public comments regarding the request after the meeting.

Ratify Z 06-20

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/7/2021	Exhibit
GIS Map	1/7/2021	Exhibit
Application	1/7/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
DECEMBER 22, 2020
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 06-20

Request: Rezone 21.07 AC MHP portion to RA

Parcel ID: 055-007

Location: 5900 Block Wildwood Rd

Lot size: 68.9 AC

Owner / Applicant: Nengtou Vue

Watershed: None

Floodplain: Portion in AE zone (Crane Creek)

Existing Improvements: Vacant

BACKGROUND On January 26, 1990, property owner Raymond Everhardt registered the Oakview Trailer Court as an existing 64 space manufactured home park in response to the Mobile Home Park Ordinance requirements adopted on December 15, 1989. According to departmental records, on July 1, 1996, Mr. Everhardt was cited for an exhaustive list of violations with the Health Department (well, septic, animal services), Environmental Services (planning, building codes, solid waste), and the North Carolina Department of Environment and Natural Resources (now DEQ) due to water quality. Staff is uncertain of the event timeline thereafter but, according to aerial imagery, most of the manufactured homes were removed by March of 2002 and completely removed sometime in 2003 based on Tax Assessor records.

Section 21-137(a) of the Zoning Ordinance indicates an abandoned manufactured home park may only be re-established as a conforming use. Current property owner Nengtou Vue is not interested in establishing a park.

REQUEST Mr. Vue is requesting the rezoning of an approximate 21.07 acre portion of his 68.9 acre parcel located at the 5900 Block of Wildwood Rd., further referenced as tax parcel 055-007, from Manufactured Home Park (MHP) to Rural Agricultural (RA).

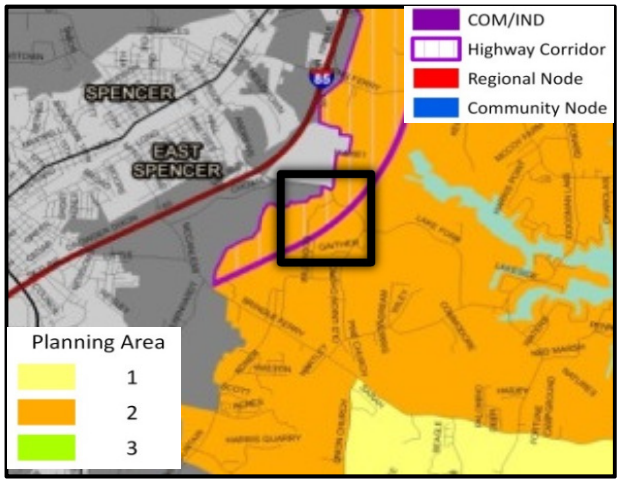
CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT **RA –** This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agriculture or in fields and forest land, with some nonresidential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of less intensive land uses. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed nonresidential uses. The most intensive land uses would not be allowed in this district.

MHP – This district is established in order to provide for the proper location and planning of manufactured home parks, excluding family manufactured home parks. Special requirements shall be applied to these parks which shall specify improvements to the park to ensure the public health, safety and welfare of the park inhabitants as well as the surrounding area. Designation of an area as being in the MHP district provides design and appearance criteria which are more appropriate for rental manufactured housing and/or spaces, including vinyl or similar skirting, clustering of units and reduced road construction standards. These standards are not applicable to manufactured homes and/or lots located outside a MHP district. This district requires site plan review for development of manufactured home parks by the board of commissioners. This review is required because the use may have particular impacts on the surrounding area and the county as a whole. Approval of the site plan may include the addition of reasonable and appropriate standards to the site plan. No other uses allowed in the MHP district shall require site plan approval by the board of commissioner unless expressly required by this chapter.

CONFORMITY WITH ADOPTED PLANS / POLICIES

Eastern Area LUP

- Located in Area 2 (land adjacent to municipalities and High Rock lake)
- Medium density residential development is encouraged.
- Located in Highway Corridor Overlay for I-85.



CONDITIONS IN THE VICINITY **See Enclosed Map –**

North

- Crane Creek and associated floodplain area.
- Residences along Old Union Church within an 85-ED-2 zoning district by East Spencer.
- Aldi distribution located approximately .28 miles north.

South

- Relatively large wooded tracts with a limited number of residences.

East

- Large wooded tracts.
- Dog kennel and related uses at 2230 Old Union Church Rd.

West

- Very large wooded tracts.

COMPATIBILITY OF USES

MAJOR GROUP	INDUSTRY GROUP	RA	MHP
Residential		Permitted	Permitted
Construction		Permitted with SR	Not Permitted
Manufacturing		Most Permitted with SR	Not Permitted
	Textile Mill Prod.	Not Permitted	Not Permitted
	Lumber Prod.	Permitted with SR	Not Permitted
	Paper & Allied Prod.	Not Permitted	Not Permitted
	Chemical & Allied Prod.	Not Permitted	Not Permitted
	Petroleum Prod.	Not Permitted	Not Permitted
	Stone, Glass, Concrete, etc.	Some Permitted with SR	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Not Permitted	Not Permitted
Wholesale Trade		Most Permitted with SR	Not Permitted
Retail Trade		Permitted with SR	Not Permitted
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most Permitted with SR	Not Permitted
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Not Permitted	Not Permitted

Generalized Groupings:
Permitted: 100-75% Most: 75-50% Many: 50-25% Not Permitted: 25-0%

Source: Section 21-113 Table of Uses

POTENTIAL IMPACT ON ROADS

Wildwood Rd. –

- Classified as a local road (SR 2204).
- No Annual Average Daily Traffic (AADT) count collected by NCDOT.
- No capacity information from the Comprehensive Transportation Plan (CTP).

POTENTIAL IMPACT ON UTILITIES

Any development would most likely rely on individual well and septic systems. Nearest public water and sewer is located at Aldi distribution at 1985 Old Union Church Road due north of the subject property.

POTENTIAL IMPACT ON SCHOOLS

The current MHP area could accommodate approximately thirty-six (36) lots if rezoned to RA based on staff's estimation subject to the soil suitability for septic systems, which appear questionable based on the soil map.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a

rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

PROCEDURES The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. A statement analyzing the reasonableness of the decision is also necessary.

PUBLIC NOTICE

December 22nd – Letters mailed to fourteen (14) adjacent property owners (within 100 feet of subject property).



December 21st – Sign posted on property.

December 22nd & 29th – Notice published in the *Salisbury Post*.

NOVEMBER 23, 2020 PLANNING BOARD MEETING No one spoke at the courtesy hearing or provided public comment at the November 25th meeting where the recommendation was ratified. The Planning Board voted 6-0 to recommend approval as requested based on the following statement:

Statement of Consistency – Z 06-20 is consistent with the Eastern Area Land Use Plan based on the following: "The request is consistent with the Eastern Land Use Plan; the request will allow residential uses in the Rural Agricultural District with appropriate regulations; such as single family dwellings, large tracts and agricultural fields."

STAFF COMMENTS While the MHP district is considered a general zoning district, it is specialized in that it is almost exclusively applied to manufactured home parks. Rural Agricultural provides the owner more flexibility, aligns with his intended uses, and matches the surrounding property designations south of Crane Creek.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Z 06-20: Vue

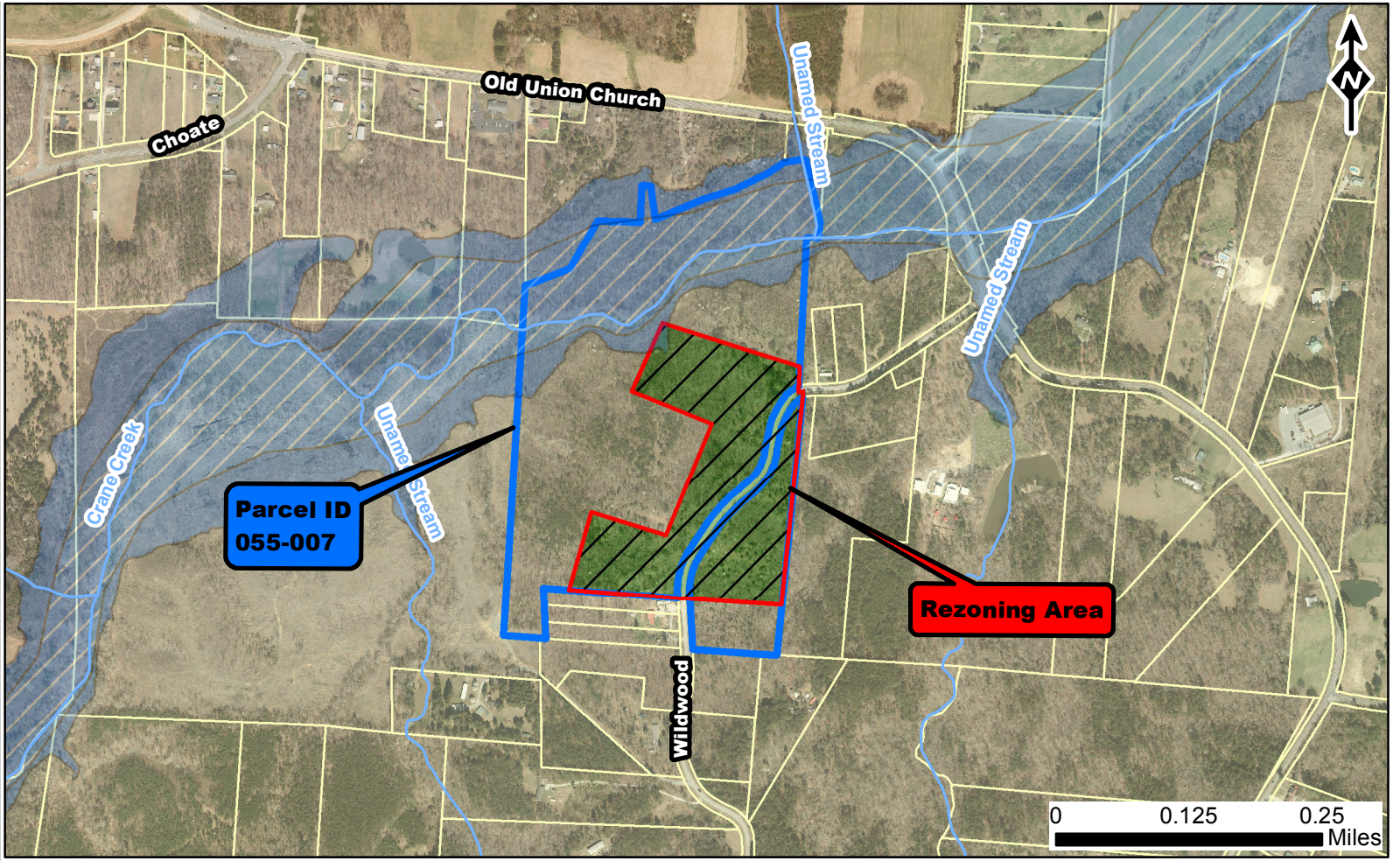
LEGEND

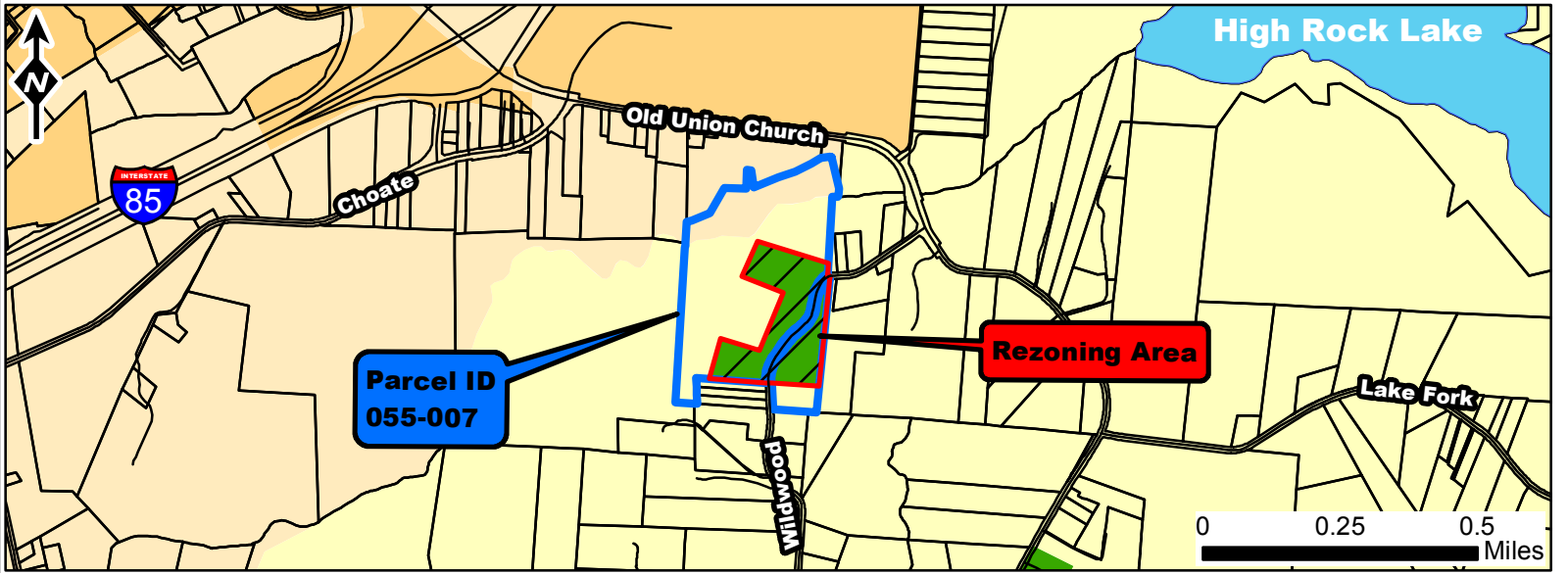
Zoning
- RA
- MHP

- Site
- Rezoning Area
- East Spencer Town
- East Spencer ETJ
- Streams
- AE
- Floodway
- High Rock Lake
- Parcels
- Roads
- 5285 Addresses

Feb. / Mar. 18 Aerial

Prepared by Rowan County Planning
& Development Department
November 9, 2020





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

Case # Z 06-20
Date Filed 10-19-20
Received By SAS
Amount Paid $300 cash

Office Use Only

Energov Z-014804-2020

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: NEWTON VUE
Signature: [signature]
Phone: (704) 239-8739 Email: _____
Address: 5870 WILDWOOD DRIVE Salisbury NC 28146

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Same As Owner
Signature: [signature]
Phone: (704) 239-8739 Email: _____
Address: 710 N Salisbury AVE Spencer NC 28159

PROPERTY DETAILS:

Tax Parcel(s): 055-007 Size (sq.ft. or acres): 65-80 ACRES
Property Location: 5870 WILDWOOD DRIVE
Current Land Use: Vacant
Date Acquired: 10-1-2020 Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District MHP Requested Zoning District RA

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☑

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☑

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), _____, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF _____ **COUNTY OF** _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires_____, 20 _____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 11/23/20 3. Notifications Mailed: 11/9/20 4. Property Posted: 11/10/20 5. Planning Board Action: Approved 6 Denied 0 6. Board of Commissioners Public Hearing: 1/4/21 7. Notifications Mailed: 12/22/20 8. Property Posted: 12/21/20 9. Dates Advertised: 1st 12/22/20 2nd 12/29/20 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Sheriff Kevin Auten
DATE: 01-07-2021
SUBJECT: FY2021 Governor's Crime Commission Local Law Enforcement Block Grant

---

Local Law Enforcement Block Grant for fiscal year 2021 (10-1-21 till 09-30-22), Grant is for $24,500, and requires no matching funds. RCSO proposes to use $4,000 of the funds to purchase a tactical throw phone to be used in incidents involving a barricaded suspect, or hostage situation. This equipment would provide a means of closed circuit communication with a suspect, while providing negotiators a means to listen to all sounds and communication that the suspect has within his area. This would be used to hopefully diffuse a situation, and lead to a peaceful surrender of the suspect. This equipment could save Deputies lives and the lives of both suspect(s), along with innocent citizens.
The RCSO proposes to use $20,500 of the funds to provide rugged push bumpers to patrol units. The RCSO has been the victim of a number of crashes involving deer that move about during the night time hours, and have become a hazard to Deputies responding to citizens calls for service. Vehicle repairs due to these crashes have proven to be costly. The RCSO did outfit a patrol unit with this rugged push bumper, and it was in fact involved in a crash involving a deer recently. The cost of repairs to the patrol vehicle with the push bumper was less than $50. This equipment will provide savings in vehicle repair costs, and will make Deputy's patrol units safer to operate, as deer crashes can sometimes be very serious causing bodily injury.

Approve for the RCSO to make the grant application by the deadline of 01-31-21.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum of Request to apply for FY2021 Block Grant	1/7/2021	Cover Memo

ROWAN COUNTY SHERIFF'S OFFICE
KEVIN L. AUTEN, SHERIFF

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144
TELEPHONE: 704-216-8700 FAX: 704-216-8674

MEMORANDUM

TO: Aaron Church, County Manager
FROM: Sheriff Kevin Auten
REF: FY2021 NC Governor's Crime Commission Local Law Enforcement Block Grant
DATE: January 6, 2021

The Rowan County Sheriff's Office has been notified that there is a Local Law Enforcement Block Grant available for our office to make an application for. The grant is for a one-time maximum amount of $24,500 for various types of law enforcement related equipment, and the grant is paid to the county via reimbursement after the equipment has been purchased. This grant **does not** require any matching funds from Rowan County. The application is due January 31, 2021, but the awards are for the period of October 1, 2021 until September 31, 2022. The Rowan County Sheriff's Office would like to request equipment that we feel will promote the safety of our Deputies in the daily challenges that they face.

The Rowan County Sheriff's Office proposes to use the grant funds to purchase the following items:

1.) A "Tactical Throw Phone" system that would be used in situations such as a barricaded suspect, or a suspect holding a hostage, and there is no way to communicate with the suspect to hopefully diffuse the situation without having to use deadly force. This equipment could prevent serious injury or death to innocent victims, Deputies trying to bring the suspect under control, and to the suspect who has by their actions required law enforcement to respond. The system includes a military grade phone in a protective box that can be thrown into a structure, a standalone negotiator console with headsets, a built-in room monitor speaker, and a digital recorder for recording all of the conversations with the suspect, along with any activity captured by the room monitor speaker. The system also includes 50 feet of cut resistant cable and 1000 feet of communications cable. The standalone system is priced at $4,000.
2.) Rugged Push Bumpers with fender wraps, headlight coverage, and with 4 mounted lights that would be mounted on patrol vehicles used by Deputies who answer calls for service throughout Rowan County. The deer population in our county is high, and continues to be a hazard to our Deputies who answers calls for service 24 hours a day, especially during the night time hours. The RCSO has suffered damage to several patrol vehicles requiring costly repairs, and with each crash there is the chance that the Deputy could loose control of the vehicle, causing serious personal injury to the Deputy and/or a third party. The danger of a serious injury to the Deputy who strikes a deer is always high. The RCSO did recently outfit a patrol vehicle with rugged push bumpers, and it did strike a deer while the Deputy was responding to the call, but the damage to the patrol vehicle was less than $50. In an effort to reduce costly vehicle repairs and make Deputies responding to calls much safer from being involved in a serious accident, the RCSO proposes to

spend $20,500 of the grant funds to purchase 14 of the rugged push bumper with the fender wraps, headlight coverage, and 4 mounted lights.

This memorandum is to request that this matter be placed on the consent agenda for approval.

cc: Chief Deputy David Ramsey
Major C. A. Moose
Major J. C. Sifford
Captain G. L. Hannold
Jim Howden, Finance Director
file

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: 1/8/2021
SUBJECT: Piedmont Skydiving: Request to Modify Structure Type

---

The original building requested is on backorder. In order to have shelters in place before skydiving operations pick up in the spring Piedmont Skydiving has requested approval for an alternative type that is available immediately. Dimensions 42 feet X 72 feet and 17 feet tall.

Recommendation is to approve the change to structure type.

ATTACHMENTS:

Description	Upload Date	Type
Photos of exterior and interior	1/8/2021	Cover Memo

EXTERIOR



INTERIOR



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:	1/8/2020
SUBJECT:	Grant Authorization Request

The Dept. of Environmental Management is requesting authorization from the BOC to apply for the *Community Waste Reduction and Recycling Grant* offered by the NC Department of Environmental Quality Division of Environmental Assistance and Customer Service (NC-DEACS).

If awarded, Rowan County will receive funds to purchase one stationary materials compactor for materials compaction and equipment to create one used motor fluids recycling station. This new equipment will be used to improve materials management at two existing solid waste convenience centers within the county.

Grant value not to exceed: $ 30,000.00
Rowan Cash match not to exceed: $ 5,000.00

It is the recommendation of the Dept. of Environmental Management that the board of commissioners authorize submittal of application for the NCDEQ Community Waste Reduction and Recycling Grant on behalf of Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
CWRAR Grant Application PDF2021	1/8/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Department of Environmental Management
1102 N. Long St. Extension, East Spencer NC 28039
[p] 704-216-8589 | **[f]** 704-216-8969
www.rowancountync.gov

To: Ms. Sandy Skolochenko December 31, 2020

Division of Environmental Assistance and Customer Service
North Carolina Department of Environmental Quality
1639 Mail Service Center, Raleigh, NC 27699-1639

RE: 2021 Community Waste Reduction and Recycling Grants
Rowan County Recycling Infrastructure Expansion

Dear Selection Committee,

We are pleased to submit a proposal for the 2021 Community Waste Reduction and Recycling Grant (CWRAR). Rowan County aims to increase the diversion of recyclable materials from our landfill through convenience center infrastructure improvements to include increased automotive fluid recycling opportunities and make equipment purchases which are necessary due to decreases in curbside service provided by Rowan County municipalities resulting in increased convenience center demand.

Project Title: ***Recycling Infrastructure Enhancement Project: Rowan County***

Applicant Contact Information:

Rowan County
Caleb Sinclair, Department of Environmental Management, Director

P.O. Box 430
East Spencer, NC 28039

Phone No. 704-216-8606
Fax No. 704-216-8969
Rowan County Tax ID: 56-6000336

Date of Proposal Submittal: February 15, 2021

Project Description:

Rowan County is seeking a standard project grant.

It is among our goals for the Rowan County Recycling Program to improve the quality and efficiency of our solid waste and recycling convenience centers. We plan to achieve this goal through improved recycling infrastructure. Our plan is to phase in compaction equipment at all six (6) of our SWCCs throughout the county and provide recycling opportunities such as motor oil collection systems to support our household hazardous waste (HHW) management efforts.

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NORTH CAROLINA
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Rowan County Department of Environmental Management
1102 N. Long St. Extension, East Spencer NC 28039
[p] 704-216-8589 | **[f]** 704-216-8969
www.rowancountync.gov

By virtue of funds made possible through the *Convenience Center Comingled Recycling Collection Grant* offered by the NC Department of Environmental Quality Division of Environmental Assistance and Customer Service (NCDEACS), we will be able to procure infrastructure and equipment to support one stationary compactor system and two motor oil collection containers in an effort to enhance materials capacity, hauling efficiency and create one new oil recycling station.

Stationary compactor to be installed at the following facility:

Goodnight Road Recycling Convenience Center
1455 Goodnight Road
Salisbury, NC 28146

Motor oil collection station to be installed at the following facility:

Rock Grove Church Road Convenience Center
205 Rock Grove Church Road
Rockwell, NC 28138

After compaction equipment and motor oil containers are available at their respective locations, we will be able to better manage the increased volumes of patrons and recyclable materials generated in-part from the decrease in municipal recycling services being offered by our municipalities. Rowan County supports eleven municipalities of which many curbside programs have been significantly diminished or eliminated due to recycling market failures.

We are requesting this grant to cover costs associated with the installation and infrastructure of one compactor and one oil collection station. We intend to purchase new equipment and infrastructure using CCCRC grant funds. The project scope includes site improvements, electrical equipment/installation for one compactor and one oil collection station (see **table 1-A** for itemized elements). This new equipment will be considered permanent recycling infrastructure and will serve a population of approx. 140,000 residents. Based on recent trends and impacts to municipal partners curbside collection programs, Rowan County convenience centers expect an increase of material tons and motor fluids a minimum of one thousand tons annually.

Recent data show that our convenience centers have experienced an increase in customer counts and material volumes up to 150% at some locations. We are partnering with municipalities such as the Town of Granite Quarry who are now promoting Rowan County convenience centers. (E.g. Granite Quarry website: granitequarrync.gov/Departments/Recycling-Solid-Waste)

This project will serve all Rowan County residents and benefit both the unincorporated and municipal communities who may now have limited recycling options.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Department of Environmental Management
1102 N. Long St. Extension, East Spencer NC 28039
[p] 704-216-8589 | **[f]** 704-216-8969
www.rowancountync.gov

Project Timeline:

The following schedule assumes a start date of July 1, 2021.

- October, 2021: All equipment installed at both sites and is operational.
- June, 2022 - Submit Grant Final report to NCDEACS.

Project Budget: **Table 1-A**

Description	State Grant Award	Applicant Cash Match	Project Total
Installation of 1 stationary compactor	$19,054.56		$19,054.56
Electrical for 1 stationary compactor	$2,720.00	$0.00	$2,720.00
Concrete base for compactor	$2,500.00	$0.00	$2,500.00
Metal Shelter For oil collection (1)	$2,540.00		$2,540.00
Signage	$130.00		$130.00
Motor Oil collection container (2)	$1,522.26		$761.13
Spill Containment (2)	$1,495.46	$0.00	$1,500.00
Total	**$27,462.28**	**$4,577.04**	**$32,039.32**

We appreciate your consideration and look forward to responding to any questions or comments you may have.

Attachment 1: NC Solid Waste Disposal Tax Proceeds Certification
Attachment 2: Government Building Recycling Services Certification
Attachment 3: Government Buildings Fluorescent Bulb Certification

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Department of Environmental Management
1102 N. Long St. Extension, East Spencer NC 28039
[p] 704-216-8589 | **[f]** 704-216-8969
www.rowancountync.gov

Ms. Sandy Skolochenko
NC Department of Environmental Quality
Division of Environmental Assistance and Customer Service

December 31, 2020

Re: NC Solid Waste Disposal Tax Proceeds Certification (Attachment-1)

Rowan County utilizes proceeds received from the *NC Solid Waste Disposal Tax* to help fund recycling and waste reduction initiatives and to sustain services which enhance the ability for our citizens to remove materials from the waste stream and decrease amount of waste which would otherwise be deposited into our landfill. The proceeds derived from the *NC Solid Waste Disposal Tax* that help to facilitate solid waste diversion activities in Rowan County are used to:

- Create and/or maintain landfill infrastructure
- Purchase equipment associated with the management of solid waste
- Create or maintain recycling infrastructure
- Purchase equipment associated with solid waste diversion and recycling efforts

If you have any questions, please feel free to contact me using the information below.

Sincerely,

Caleb M. Sinclair, Director
Rowan County Government
Department of Environmental Management

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Department of Environmental Management
1102 N. Long St. Extension, East Spencer NC 28039
[p] 704-216-8589 | **[f]** 704-216-8969
www.rowancountync.gov

Ms. Sandy Skolochenko
Division of Environmental Assistance and Outreach
North Carolina Department of Environment and Natural Resources
1639 Mail Service Center, Raleigh, NC 27699-1639

December 31, 2020

Re: Rowan County Government Building Recycling Services Certification

Rowan County maintains recycling services for all buildings within the county which provide governmental services. These locations include:

- Administrative Offices
- Airport
- Animal Shelter Human Resources
- Information Systems
- Parks and Recreation
- Planning and Development
- Register of Deeds
- Rowan Public Library
- Rowan Transit
- Senior Services
- Sheriff's Offices
- Social Services
- Tax Collections
- Telecommunications
- Veterans' Services
- Board of Elections
- Building Inspections
- Cooperative Extension
- County Assessor
- Detention Centers
- Emergency Services
- Environmental Management
- Facilities Management
- Finance Department
- Health Department

Materials currently collectred at all locations: Paper, Aluminum cans, Plastic bottles (#1-7), and Cardboard.

The Rowan County Depratment of Environmental Management encourages all Rowan County facilities to participate in waste reduction efforts and to assist in continued recycling education efforts within the respective departments. It is one of the goals of the Rowan Department of Environmental Management to expand pedestrian recycling opportunities within all county facilities.

Sincerely,

Caleb M. Sinclair, Director
Rowan County Government
Department of Environmental Management

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Department of Environmental Management
1102 N. Long St. Extension, East Spencer NC 28039
[p] 704-216-8589 | **[f]** 704-216-8969
www.rowancountync.gov

Ms. Sandy Skolochenko
Division of Environmental Assistance and Outreach
North Carolina Department of Environment and Natural Resources
1639 Mail Service Center, Raleigh, NC 27699-1639

December 31, 2020

Re: Government building fluorescent bulb recycling program certification (Attachment-3)

The Rowan County Department of Environmental Management provides a fluorescent bulb recycling program for all county owned or operated buildings. Fluorescent bulbs are replaced as needed by the Rowan County Facilities Maintenance Department, who delivers the spent bulbs to the Rowan County Recycling Processing Center located at 1102 North Long Street in East Spencer, NC. Rowan County has utilized the State of North Carolina's Term Contract for the processing of our fluorescent bulbs and other mercury containing devices. Our program continues to rely on vendors referenced in this contract to process our collected materials. All Rowan County buildings and facilities are serviced through our fluorescent and mercury containing devices reclamation program and are managed by the Rowan County Department of Environmental Management.

Sincerely,

Caleb M. 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 10, 2021
SUBJECT: Nature Center FY21 Grant

Please see the attached Nature Center FY21 grant and budget amendment.

Please approve the attached Nature Center FY21 grant and budget amendment.

ATTACHMENTS:

Description	Upload Date	Type
Nature Center FY21 Grant	1/10/2021	Backup Material

Grant Contract

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

This Contract consists of the following documents:

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

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

General Terms and Conditions

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

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

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

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

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is **$60,000.00**. Contracts of $100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of the Budget. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.

4. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.

6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:

   (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
   (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.

9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the FY21 Natural and Cultural Resources Grant awarded to the Rowan County Nature Center.

Prepared by: Lisa Bevis
Date: 01/10/21

BUDGET INFORMATION: Reviewed:_____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Nature Center Grant Revenue	R	1146440-434080	60,000	
Salaries-Part Time	E	1156440-510015	23,820	
Social Security Tax	E	1156440-520020	1,477	
Medicare Tax	E	1156440-520010	345	
Workers Compensation	E	1156440-520025	858	
Grant Expenditures	E	1156440-585019	33,500	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: _____		Approved: _____	Budget Revision # 07-129
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: _____		Date: _____	Posted by: _____
Signature:		Signature:	Approved by: _____

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

Total Amount Granted: $60,000.00

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

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

   Animal Care Staffing - $5,000.00

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

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

2. **Educational Supplies/Equipment/Advertisement/Training - $15,000.00**
   - Education program/summer camp supplies
   - Educational programming/summer camp advertisement
   - Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

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

3. **Animal exhibits/habitats/supplies/signage - $18,500.00**
   - Exhibit/habitat/supplies facilities/signs maintenance and upgrades

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

ROWAN 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 Attorney Jay Dees
DATE: January 11, 2021
SUBJECT: Revised Catawba College Parking Lot Lease at West End Plaza

---

Attached is a revised parking lot lease agreement for Catawba College First Pitch baseball dinner as a "drive in" event. The BOC approved the first version of this lease on November 16, 2020 at its regular meeting. This version strikes the prohibition on alcohol service. The event does not have post-dinner entertainment and is only designed for in-car dining service and then a program of speakers, usually a host for the event, invocation, 2-3 alumni and a keynote. Under the circumstances that we cannot lease the indoor facility for such a dinner, and outside attendees are limited to their vehicles with some movement for service or restrooms, I do not have a problem with the revision.

The event organizers are communicating with Andrea Baucom to submit required information and plans as well as insurance and original executed version of the lease that we will replace with this one upon approval.

ATTACHMENTS:

Description	Upload Date	Type
Revised Parking Lot Lease	1/11/2021	Cover Memo
Parking Lot Lease Exhibit A Leased Area	1/11/2021	Cover Memo

LEASE AGREEMENT
West End Plaza Event Center Parking Lot

This Lease Agreement is made and entered into this __ day of _____, 2021 ("Effective Date") by and between Rowan County, North Carolina ('County") and Catawba College ("Lessee").

Name of Lessee: Catawba College, a non-profit educational institution

Name of Responsible Party: Shari Graham
Date of Birth: 02/24/1960

Driver License and State: (provided separately for privacy)
Phone: 707.202.2536

Cell: same

Email: shariandbill@gmail.com

Address: 2719 Crenshaw Court, Salisbury, NC 28144

Alternate Contact Person Name: Henrietta Henderlite Phone: 704.213.6929

Total Amount Due: $_____0.00_____

Total Deposit Required $_____0.00_____

Balance Due 10 Business days before event $_____0.00_____

Whereas, the County and the Lessee wish to enter into a contract under which the County shall provide the Lessee use of the West End Plaza Parking Lot, located at 1935 Jake Alexander Blvd. West, Salisbury, NC 28147 beginning at the date and time stated above.

Now, THERFORE, in consideration of the mutual covenants, promises, terms, conditions, and Contracts herein, the County and the Lessee agree as follows:

A. COUNTY. The County agrees to provide the Lessee the use of the West End Plaza Parking area, specifically shown in the attached Exhibit A.
B. LESSEE. LESSEE agrees that they have received, read and understand the West End Plaza Parking Lot Rental Policy and agree to comply with the policy.

Rental Date: January 23, 2021 Event Time: 5:30-9:00 p.m. Clean Up Time: 9:00-10:00 p.m.

- LESSEE must have facility cleaned and vacated one (1) hour after event ending time.
  LESSEE is responsible to inform event planners, bands, caterers of the closing dates and times.
- Estimated number of people attending: 150-200.
- LESSEE is responsible for set up and clean up.
- The LESSEE is responsible for scheduling security through the Rowan County Sheriffs office consistent with Rental Policies.
- The LESSEE is responsible for renting the required number of Porta Johns and scheduling the delivery, pick up, and location.
- The LESSEE is responsible for placing the required number of trash receptacles on site and for removal of the receptacles and disposing of trash.
- Noise must be kept at a minimum and the West End Plaza Manager has the right to ask for music etc. to be turned down at any time.
- The Lessee is responsible for cordoning off the perimeters for the event.
- The LESSEE is absolutely prohibited from altering puncturing the parking surface or altering the parking surface in any way to accommodate tents, stages, or other structures with tent stakes or the like that may cause damage to the parking surface.

C. Insurance. For the term of this Contract, the Lessee shall maintain at its sole expense the liability insurance in the amount of $1,000,000 (General liability coverage for bodily injury and property damage claims, including contractual and personal injury liability coverage.) Umbrella or excess liability insurance may be used to meet limit of liability requirements. All policies required herein shell name Rowan County/West End Plaza as Additional Insured, and certificates of coverage must be presented to Rowan County for approval at least 10 (ten) days prior of event. A copy must be provided to the County at least 10 days before event.

D. Miscellaneous:

_____Initials: Lessee understands and agrees to the following rules:

1. Any party that requests a Change of date other than the original rental date in the contract will be subject to a $50.00 change fee, provided that new date requested is available. This request must be made prior to the rental balance due date. This fee will be taken for the “Refundable Damage Deposit”.

2. The COUNTY shall not return the damage deposit if LESSEE exceeds specified time frame. (There will be no exceptions)
3. Electrical wiring and provisions: under no circumstances shall any reserving party make any structural or electrical alterations to the facilities. No special wiring shall be permitted which exceeds the established voltage. Do not tamper/open any electrical outlets or fuse boxes.
4. The LESSEE shall comply with the rules and regulations of the COUNTY. In the event that the LESSEE shall violate any of the regulations, this contract shall automatically end and the LESSEE shall leave the area immediately.
5. The LESSEE waives any and all claims for damages for any and all losses sustained by Lessee due to any unforeseen occurrence that shall render the fulfillment of this contract by the COUNTY impossible. The COUNTY shall not be held liable or responsible to the LESSEE for any damages to property of Lessee or for lost or stolen items.
6. The COUNTY assumes no responsibility whatsoever for any personal property placed on/in the facility/property. COUNTY is hereby held harmless and released from any and all liability for any loss, injury or damages to person(s) or property that may be sustained by reason of the occupancy of facility/Property under this contract.
7. The LESSEE shall not hold the COUNTY responsible for any claim(s) of injury to person (s) or property arising out of or in connection with the use of the facility by the LESSEE. This Contract to hold the LESSOR without blame shall include reimbursement to the COUNTY for all reasonable costs arising out of the above stated claim(s).

E. Indemnity: The LESSEE 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, cost, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Contract and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The LESSEE's obligations under this section shall survive termination of this Contract.
F. Termination. Early termination shall result in loss of any deposit.
G. Governing Law and Forum for Disputes. This Contract 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 Contract 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.

H. Severability. If any part of this Contract 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 Contract will remain in full force and effect.

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

J. NON-ASSIGNMENT. The LESSEE may not assign its rights or obligations under this Contract, nor may it subcontract any part of this Contract, without written approval from the COUNTY.

IN TESTIMONY WHEREOF, the COUNTY and the LESSEE have executed this WEST END PLAZA PARKING LOT RENTAL CONTRACT to be in force the day and year first written above.

COUNTY:

BY: _____
ITS: _____

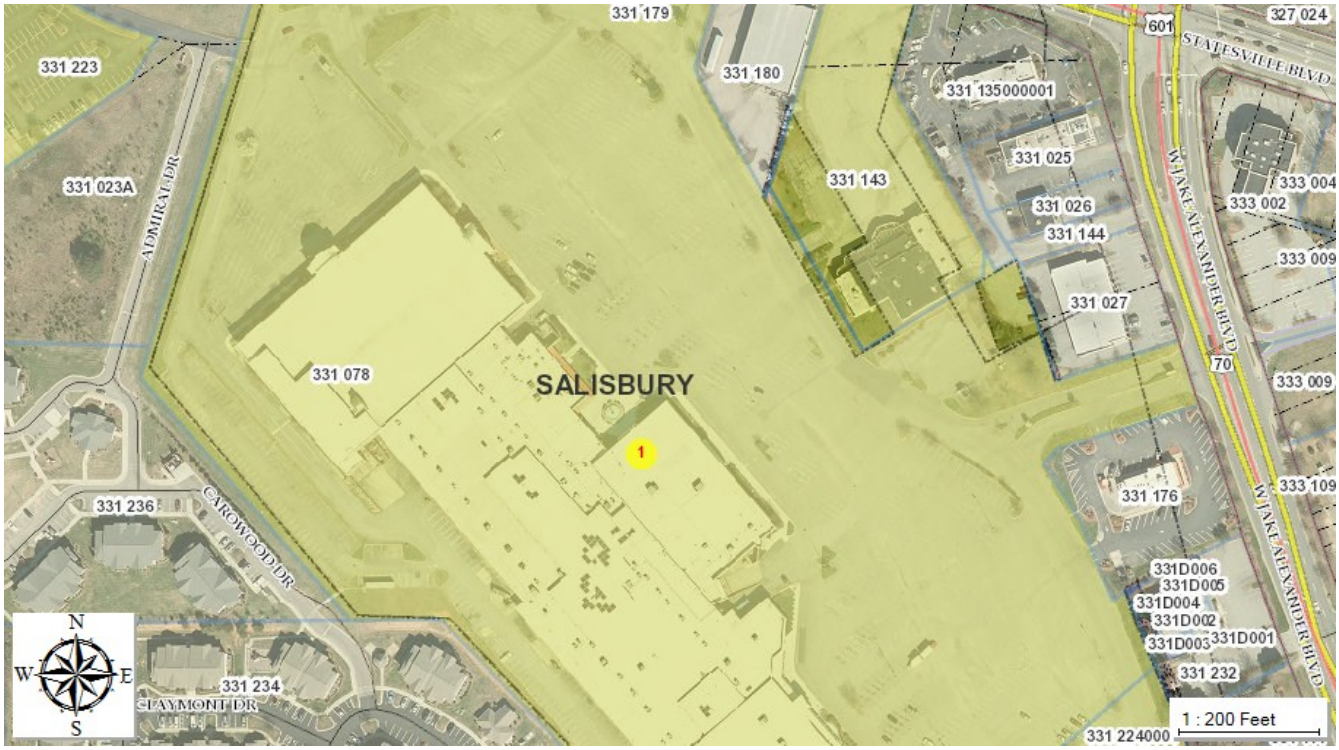
DATE:_____2020

LESSEE:

BY:_____
ITS: _____

EXHIBIT A

LEASED AREA


331 179
331 180
331 135000001
327 024
601
STATESVILLE BLVD
331 223
331 023A
ADMIRAL DR
331 143
331 025
331 026
331 144
333 004
333 002
333 009
331 027
W J AKE ALEXANDER BLVD
70
331 078
SALISBURY
1
331 176
331 236
CAROWOOD DR
331D006
331D005
331D004
331D002
331D003
331D001
331 232
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331 234
PAYMONT DR
331 224000
1 : 200 Feet

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Finance Department
DATE:	1/11/2020
SUBJECT:	Crossnore School & Children's Home - Foster Care Services

---

Please see attached.

Please approve the attached contract amendment between Crossnore School & Children's Home for foster care services. The contract amendment increases the amount available to the contractor for foster care services.

ATTACHMENTS:

Description	Upload Date	Type
Crossnore School & Children's Home - Foster Care Services	1/11/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: **Aaron Church, Rowan County Manager**
FROM: Micah Ennis, Deputy/Interim Director
DEPT: Social Services
DATE: 12/8/2020
SUBJECT: Crossnore Contract Amendment

PURPOSE OF CONTRACT:

This is an existing contract and has been previously approved; however, the contract maximum is $250,000.00. We have required additional services from this vendor to meet business needs. We would like to increase by $230,00.00 for a total contract amount of $480,000.00.

CONTRACT CERTIFICATION

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

12/8/2020

Signature of Director **DATE**

Contract Amendment
Rowan County Department of Social Services

Fiscal Year Begins 7/1/2020 Ends 6/30/2021

Contract #21095
Amendment #1 – Change Order effective 11/1/2020

SECTION I

Agency: **Crossnore School & Children's Home**

Program: **To provide Therapeutic Foster Care and Residential Treatment to Foster Children in the custody of Rowan County DSS.**

Effective Period of the Contract: **November 1, 2020**

This Contract Amendment amends the contract between the Rowan County Department of Social Services (the "County") and **Crossnore School & Children's Home** (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: **This is an existing contract, approved by the County, however the initial maximum contracted amount was for $250,000.00. An additional $230,000.00 is being added to the contract to ensure the vendor can be paid for needed and rendered services. The new maximum not to exceed amount will be $480,000.00.**

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective **November 1, 2020**.

Contractor	County
Crossnore School & Children's Home	Rowan County DSS
By: Brett A. Loftis	By:
Title: CEO	Title: Deputy/Interim Director
Date: 12/18/20	Date: 12/21/2020

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

Attest:

County:	Signature:
Title:	Date:

Contract # **Fiscal Year Begins 7/1/2020 Ends 6/30/2021**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Crossnore School & Children's Home (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0567980 and DUNS Number (required if funding from a federal funding source). 162977185

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10) *If applicable,* HIPAA Business Associate Addendum (checklist and forms)
   (11) Certification of Transportation (Attachment J)
   (12) *If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13) Certain Reporting and Auditing Requirements (Attachment L)
   (14) State Certification (Attachment M)
   (15) Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2021, This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 250,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☐ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $250,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donna F. Fayko, Director	Name & Title	Donna F. Fayko, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	donna.fayko@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Kacy Carter, Assistant Director	Name & Title	Kacy Carter, Assistant Director
Company Name	Crossnore School & Children's Home	Company Name	Crossnore School & Children's Home
Mailing Address	PO Box 249	Street Address	100 Dar Drive
City State Zip	Crossnore NC 28616	City State Zip	Crossnore NC 28616
Telephone	336-721-7618		
Fax	336-728-4355		
Email	kcarter@crossnore.org		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — 6/10/2020 Date

Brett Loftis — Printed Name

CEO/President — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — 7-27-20 Date

Donna F Fayko — Printed Name

Director — Title

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

Signature of County Finance Officer — 9/11/20 Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0567980**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Crossnore School & Children's Home
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Child Caring Institution/Therapeutic Foster Care

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516

Standard Board and Treatment Rates	Daily Rates	
	Board	Treatment*
Residential Treatment Level 3, 0-4 beds	$43	$232.88
Residential Treatment Level 3, 5+ beds	$33	$189.75
Residential Treatment Level 4, 0-4 beds	$43	$315.71
Residential Treatment Level 4, 5+ beds	$40	$315.71

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.

4. Participate in County-supervised visits between child and family.

5. Train and support foster parents in shared parenting with biological parents.

6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.

7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.

9. Adhere to the County's policy/procedures regarding discipline of children in foster care.

10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.

2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.

3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.

4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.

5. With County, coordinate planning for any move of the child.

6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.

7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.

8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.

9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.

12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
   a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
   b. Social Security card (copy of).
   c. Medicaid card.
   d. Documentation of custody.
   e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
   f. Out-of-home family services agreement.
   g. Psychological evaluation (if applicable).
   h. Immunization record.
   i. Visitation agreement (if applicable).
   j. Child Health Status Component (DSS-5125-II).
   k. Education Component (DSS-5245).
   l. Birth certificate (copy of).
   m. School enrollment letter (if applicable).
   n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
   o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

7-27-20
(Date Submitted)

(Signature of Contractor)

6/10/2020
(Date Submitted)

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:	Environmental Management and Finance Departments
DATE:	January 11, 2021
SUBJECT:	Landfill Engineering Services

Rowan County advertised for Request For Qualifications ("RFQ") from qualified engineering firms to perform engineering and planning services at the Rowan County Landfill.

Six firms responded to the request. HDR was chosen as the best fit for Rowan County's Landfill engineering and planning services. HDR's submitted qualification package is attached.

The Environmental Management and Finance Departments recommend the following actions:

- Approve HDR for professional engineering and planning services at Rowan County's Landfill.
- Rescind the original HDR Engineering Agreement and HDR Engineering Task Order #2020-01 approved by the Board on August 3, 2020.
- Approve the current HDR Master Engineering Contract and HDR Task Order, which will be emailed to the Board in advance of the meeting.

ATTACHMENTS:

Description	Upload Date	Type
HDR - RFQ	1/12/2021	Backup Material

ROWAN COUNTY
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 of Professional Engineering and Planning Services for the Rowan County Landfill

Date: January 11, 2021

After due advertisement, a Request for Statements of Qualifications from qualified engineering firms for professional engineering and planning services related to the Rowan County Landfill were received on January 7, 2021 by David Sifford, Purchasing Agent.

The following six firms responded to the request: HDR, McGill Associates, S&ME, Golder Associates, Carlson Environmental Consultants and Garrett & Moore. The Finance Department and the Environmental Management Department reviewed the qualifications packages to determine which firm should be recommended as the best fit for the Landfill. HDR, our current Landfill Engineering Services provider, was chosen as the best fit for Rowan County at this time. Attached is a copy of the qualifications package submitted by HDR. All of the statements of qualifications are on file in the Purchasing Office.

Staff's Recommendation: The Finance Department and the Environmental Management Department recommend negotiating a master contract with HDR for professional engineering and planning services related to the Rowan County Landfill.



CONTACT

Michael D. Plummer, PE

E | Michael.Plummer@hdrinc.com

P | 704.338.6843

440 S Church Street, Suite 1000
Charlotte, NC 28202-2075

REQUEST FOR QUALIFICATIONS

Landfill Engineering and Planning Services

Rowan County, North Carolina

January 7, 2021



LETTER OF INTRODUCTION

The Department of Environmental Management, as overseer of Rowan County's Landfill and Recycling Programs, has implemented economically efficient and effective management practices that meet the public needs while minimizing environmental impacts. The Subtitle-D Landfill on Campbell Road was one of the first built in the state that met the new State requirements that provided for the protection of the soil and groundwater around the Woodleaf area. The County was also one of the first to implement recycling for its citizens in the state through the use of staffed convenience centers. Environmental Management is a self sustaining program that operates entirely by revenues generated within the program. Unlike other counties across the state of North Carolina, Rowan County does not charge household solid waste/recycling program availability fees. The fund relies on the surplus revenue generated from landfill tipping fees to fund non-landfill waste diversion activities such as NCDEQ landfill bans and recycling services.

As your consultant, HDR has worked with your staff to establish clear goals tailored to the specific needs of the County and has delivered smart, effective, and efficient solutions. HDR is committed to the continuing success of this important program. We value our ongoing partnership with Rowan County and the opportunity to continue to develop feasible and economical solutions for the County's solid waste and environmental management needs.

HDR is dedicated to continue successful and timely project delivery to Rowan County. Choosing HDR means:

- Having a strong, local team ✓
- A full service firm ✓
- No learning curve ✓
- Cost effective solutions ✓
- A thriving solid waste practice ✓
- A firm who has a strong relationship with NCDEQ ✓

Our submittal outlines our firm's local and national experience and reputation as a leader and innovator in the planning, design and implementation of solid waste projects — specifically those applicable to the County's requirements. HDR's national resources, coupled with our East Coast solid waste design team located in Charlotte provides Rowan County with a comprehensive project team widely respected in the industry. Our team offers numerous benefits to the County, including:

A strong understanding of the County's needs. HDR's Project Principal, **Michael Plummer**, worked on the Rowan County Landfill during its initial development, design and permitting under North Carolina Department of Environmental Quality (NCDEQ) regulations as well as the most recent expansion. HDR's Project Manager, **Zach Priester**, has been involved in all aspects of the sites solid waste permitting and operations and landfill gas facilities for the past 4 years. Due to this long history of site-specific detailed work, the HDR team has an in-depth understanding of the complexities surrounding the Rowan County Landfill and associated environmental permitting. Our unique project approach takes site conditions into consideration while maintaining a clear end goal — enhancing sustainability through conservation of the County's existing resources and maximizing the capacity of the landfill which is a tremendous asset to the County.

Responsive, local, experienced team that provides an unparalleled depth and breadth of engineering services in North Carolina. HDR will provide the County with the most effective project approach and exceptional service that the County has come to expect. With the majority of our project team residing in Charlotte, we are able to effectively manage the project without complication. We pride ourselves on responsiveness and client satisfaction, and we are committed to the continued development

and success of all aspects of the County's solid waste management system. HDR's Carolinas solid waste senior management team has been supporting landfill clients in North Carolina for more than 30 years and is supported by a growing number of exemplary junior staff to ensure Rowan County is getting sound, experienced advice that is implemented with a cost-effective team. HDR has over 400 staff in North Carolina covering engineering services beyond solid waste in the areas of transportation, environmental, geotechnical, structural, electrical, mechanical, architectural and strategic communications. As an added value, the HDR solid waste staff team has an outstanding rapport with NCDEQ, who has demonstrated their confidence in our team's design capabilities through timely response and approvals. This relationship will continue to be an important factor in the successful and timely completion of future environmentally sensitive projects. Based on our significant involvement with successful solid waste management facilities, and our unequaled knowledge of operations and capital costs, we can quickly identify and recommend proven solutions to issues that will arise concerning your program. HDR's full-service planning and design team makes us the perfect choice to address the community's best interests.

Global expertise available to support Rowan County with complex solid waste management issues. Our ability to draw upon global resources is not just a tagline for HDR—we strategically and routinely invest in our industry by hiring technical experts to lead our programs. While you may not always see what goes on behind the scenes, our local project team is constantly collaborating with other HDR professionals across the country to deliver sound advice and information to Rowan County staff. For example, our water professionals are engaged at the national level with AWWA, USEPA and the Interstate Technology Regulatory Council with the development of guidance documents and risk assessments for PFAS/PFOA and other emerging contaminants in groundwater and surface waters. These regulations are ever changing and will eventually make their way to wastewater treatment facilities and sources, including landfills. HDR is well positioned to track these developments and assist Rowan County with respect to impacts on the landfill groundwater monitoring program and leachate quality/pretreatment.

A history of strategic partnership for inclusion of DBE firms to support Rowan County's projects. HDR is committed to providing meaningful participation and mentoring opportunities to all of our subconsultants under this contract. Many of the DBE firms on our team have worked with HDR for other clients in the Carolinas, and specifically on Rowan County contracts. HDR's team is a shining example of successfully leveraging DBE partnerships for support in delivering quality projects for Rowan County. HDR intends to take every opportunity to utilize DBE firms through our subconsultant partners.

As your project management team, we are devoted to the success of the County's Environmental Management program and ensuring that our team meets and exceeds the County's expectations throughout the implementation of future projects. We would like to thank you for the opportunity to continue to serve Rowan County and look forward to aiding in the successful completion of the County's future projects. We trust that our submittal format and content effectively communicates our team's qualifications and approach related to our landfill and solid waste management services, as well as our team's strong desire to provide quality service. Please feel free to contact us if you have any questions or need clarification concerning this submittal.

Respectfully Submitted,

HDR Engineering, Inc. of the Carolinas



Michael D. Plummer, PE
Project Principal

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FIRM EXPERIENCE

About Us

At HDR, we've partnered with our clients to shape communities and push boundaries of what's possible since 1917. That's more than a century solving complex problems and tailoring services that meet the needs of unique clients across the globe. With over 10,000 employees in more than 225 offices around the world, including four offices in North Carolina alone, we think global and act local, always following through and holding ourselves accountable. And we involve you at every step along the way because we know strong partnerships are what make real progress possible.

When it comes to waste, it takes a mix of creativity, flexibility and intelligence to answer the complex question of how to best manage your solid waste program. That's why we partner with you to manage waste as a resource, taking a fresh approach so you can achieve your goals. We have North American industry leaders pushing boundaries with the world's latest technological advancements to help you create a tailored approach to a sustainable waste management system.

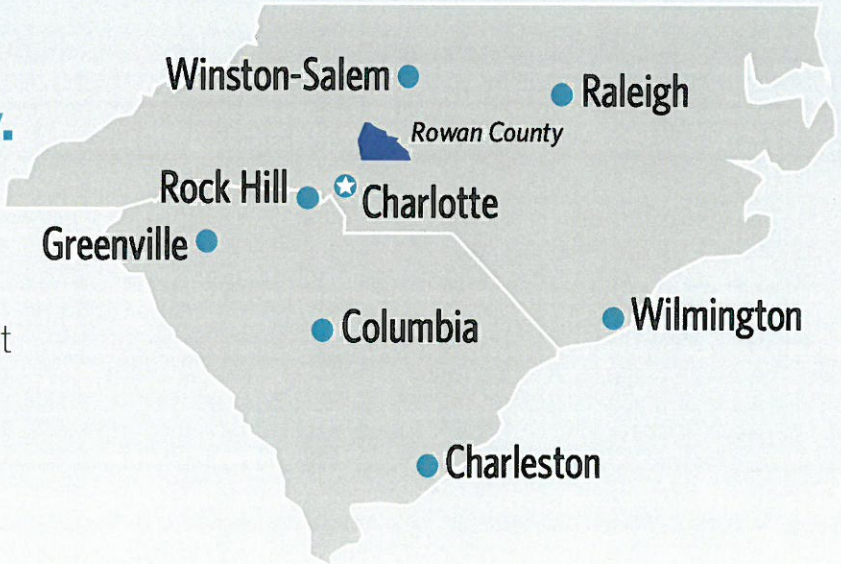
HDR in the Carolinas

HDR has operated in the Carolinas for more than 60 years and has worked directly on solid waste projects for Rowan County since 2009. In North Carolina, HDR brings a local, experienced team of solid waste professionals, focused on delivering high quality projects, backed by the extensive resources of a large company. Our ability to draw upon company-wide resources is a great strength in meeting and exceeding your expectations and complements both our rich history with Rowan County and our comprehensive project approach.

With offices in Charlotte, Winston-Salem, Raleigh, and Wilmington, HDR offers a local presence and the numerous benefits that come with selecting a local consultant. Our Carolina offices provide engineering and architectural services including all areas of solid waste management, landfill design, landfill gas services, waste-to-energy, environmental services, transportation, water resources, water and wastewater treatment, facilities design, and power transmission and delivery.

A team that's close by.

With the majority of our project team residing in Charlotte, we are able to effectively manage the project without complication.



Rowan County's projects will be managed from HDR's Charlotte office — a regional design center that serves municipalities throughout the Carolinas and across the world. Charlotte is home to the company's largest solid waste design group. HDR has the full capacity to provide these services to the County with 12 professionals in the Carolinas to support solid waste projects, and a project team of over 80 professionals in the Carolinas to support solid waste projects, and a project team led by our dedicated **Project Principal, Mike Plummer, PE, and Project Manager, Zach Priester, PE.** By working closely with our clients, we ensure project understanding and acceptance during all phases of each project. The HDR Team prides itself on providing innovative solutions and is committed to providing Rowan County with the same level of excellence in solid waste management that we have been providing to solid waste clients over the past 60 years.

HDR is fully aware of and routinely monitors changes in legislation and regulations that affect Rowan County's solid waste management and operations. The HDR team has a strong connection with the NCDEQ, who has demonstrated their confidence in our team's design capabilities through timely response and approvals. Throughout our history in North Carolina, we have become very familiar with the NCDEQ solid waste regulations and we routinely monitor changes in legislation and regulations that may affect your solid waste management facilities and operations. In fact, HDR is currently active in providing input on the Construction & Demolition (C&D), Municipal Solid Waste (MSW), Compost and Transfer Station rules currently being revised by NCDEQ.

Our proposed project team includes a former SWANA North Carolina Chapter President and a recent National SWANA Past-President. Mike Plummer also serves as the current NC SWANA Treasurer. Our involvement with industry associations means we are up to date on changes in the waste industry, which provides an avenue to shape the future on behalf of our clients.

Our overarching philosophy when working with regulatory agencies includes four major objectives:

1. Actively monitor and inform our clients of potentially impactful regulations while engaging in rule-making efforts to shape regulations to our clients' benefit
2. Remain experts on existing regulations and identify opportunities to challenge the regulatory status quo
3. Maintain strong technical rapport and open lines of project-focused communication with regulatory agencies
4. Understand the push points, expectations, and non-starter issues of individual regulators to tailor submittals for rapid approval with limited comments

For our clients, strategic implementation of this philosophy translates to exceptional value by reducing the cost of daily operations and regulatory compliance and achieving high levels of environmental performance.

Our Services

Through our years of work with Rowan County, we've grown to understand the type of work expected under the life of this contract. We have proven our ability to maintain consistent and quality service through the varying workloads assigned by the County. The RFQ specifically lists the following items as potential work under this contract:

1. **Landfill planning, environmental analysis, land acquisition, preliminary design, final design, estimating, bidding and construction administration services for the proposed projects**
2. **Financial planning, budgeting and annual reporting assistance**
3. **Annual airspace reporting and operational efficiency studies**
4. **Alternative technology assessments**
5. **Landfill development studies (includes new and old landfill cells)**
6. **Landfill permitting (includes NCDEQ)**
7. **Facility design and assessments**
8. **Waste diversion alternatives analysis**
9. **Landfill design and operational support (soil resource study, etc.)**
10. **Landfill gas collection and control system design and permitting**
11. **Construction administration, quality assurance and certification services**
12. **Groundwater and gas compliance monitoring**
13. **Corrective action/remediation services**
14. **Managed competition analysis**
15. **Procurement support**

HDR is proud to say that we have assisted Rowan County with these services since 2009 and relishes the opportunity to build upon our relationship through a continued partnership. HDR has regularly provided the services listed to Rowan County and other clients in the Carolinas. We have supported the County on several occasions by utilizing our experienced local team in combination with HDR's broad national experience.

Over the past years HDR has worked with the Commissioners, County Manager, Finance Director and the Environmental Management staff to provide solid waste planning and permitting services. For example, HDR assisted the County in the initial permitting, installation, and ongoing permitting and compliance of the site's landfill gas collection and treatment system.

Zach and the HDR team have a very good relationship with NCDEQ staff, such as Melinda Wolanin, who inspects the Rowan County landfill site and reviews the County's Title V permit applications . This has facilitated timely reviews and the ability to handle minor issues in an informal manner with the state.

Our team is dedicated to maintaining frequent communication with our clients to better understand and serve their needs. One aspect that has proven beneficial for other clients, and HDR recommends holding planning meetings to discuss ongoing and upcoming projects monthly. This provides an opportunity to identify coordination needed for upcoming projects, as well as prioritize project schedules and keep up with changes in technologies.

In the following section, we provide an overview of considerations important to anticipated future projects. This dialogue is intended to serve as further proof that the HDR team is the best choice to continue supporting the County's solid waste program through our knowledgeable understanding and unique approach to future projects.

Approach to Future Projects

Through our years of work with Rowan County, we've grown to understand the type of work expected under the life of this contract.

Our team has collaborated on numerous projects with the Environmental Management staff as well as representatives from the Mangers' Office and County Commission. These interactions have helped us develop a clear vision for the future of the County's solid waste program. We understand both current and future needs and are prepared to see upcoming projects through completion.

The following provides a brief background of the County's facilities, projects and permits, and a summary of upcoming projects that will need to be considered in the future. In addition, we identified various future issues and decisions that staff may face or wish to proactively evaluate during the upcoming contract cycle. Should the County choose to explore these options, the HDR team is fully capable and prepared to support Rowan County with this work.

LANDFILL GAS

HDR has assisted the County in analyzing the potential for a landfill gas to energy project at their current landfill located in Woodleaf, North Carolina. The initial services evaluated the potential return on Carbon Credits in a study performed in 2009. Since that time HDR has continued to work with the County to meet with potential developers to gauge interest and identify possible energy projects and looks forward to leveraging its experience in issuing and evaluating RFPs for energy and alternative technology projects on the County's behalf. As the landfill continues to grow and the gas system expands developer interest in a gas to energy system will continue to grow. HDR believes it is appropriate, as a first step, to issue a Letter of Interest to give prospective developers the opportunity to offer development options to the County for consideration. HDR's experience can help the County evaluate the offers to determine the most viable option that addresses the County's needs.

HDR prepared and submitted the landfill's Title V permit application. In 2014 HDR designed and provided construction quality assurance for the landfill's initial landfill gas collection system consisting of 27 vertical extraction wells, blower and flare. HDR has conducted the required annual Title V reporting since 2010 and the wellfield operations and monitoring since 2015 including: Greenhouse Gas Reporting, Emissions Inventories, Wellhead Checks, Surface Emission Scans, Performance Testing, Annual and semi-annual compliance certification, and various other compliance requirements.

Recently in 2019, HDR completed the renewal of the Title V permit and currently is assisting the site with construction quality control and administration services for an expansion of landfill gas collection system. The expansion includes 11 additional wells and was also

designed by HDR. Special attention is given to designing and maintaining the gas collection system for long term economical use by the County while foreseeing and planning for regulatory changes. Such as the inclusion of wellbore seals in the current expansion project, these seals will help site compliance with the upcoming 40 CFR 60, Subpart XXX regulations. Inclusion of the seals at this early stage provides the County with significant cost savings and regulation compliance ease. **HDR is excited for the opportunity to continue assisting the County with their landfill gas permitting and LFG construction expansion needs. HDR anticipates expansion construction events to begin every few years.**

MSW LANDFILL EXPANSION

The Rowan County Landfill is a 374 acre property with approximately 130 acre designated for landfill footprint. Phase I was constructed in 1989 with a base liner system well in advance of the 1998 promulgation of the subtitle D landfill requirements. The landfill has expanded several times since then to Phases II, III and IV which comprises approximately 72 acres of Subtitle D landfill. Since HDR began working with the County we have submitted a Permit Amendment in 2010 for a vertical expansion over the 52-acre footprint over Phase I, II, and III and in 2012 HDR performed the detailed design hydrogeologic investigation and design for the County's 20-acre Phase IV. The Construction Permit Application was submitted to NCDEQ in June 2012 to obtain a Permit to Construct and HDR performed construction administration, monitoring, quality assurance and certification services for the Phase IV construction. In 2020, HDR submitted a permit renewal application converting the site to a new Life-of-Site Permit. **Design, permitting and construction of Phase V will need to occur within the next five years under this contract.**

LANDFILL OPTIMIZATION

HDR's Charlotte office has a history of looking for innovative ideas to maximize the life of our client's facilities and to provide the best return on investment. Our innovations include the first intra-gradient (designed below the local water table) landfill in Virginia, the first "Piggy-back" landfill in North Carolina, and a one of a kind MSE wall landfill vertical expansion in North Carolina. These innovations maximize our client's available airspace, life of site, and result in millions of dollars in additional revenue.

When HDR began working for Rowan County, we immediately noticed the potential to develop an area along a stream between the two permitted landfill units. HDR relied on its experience and relationship with the U.S. Army Corps of Engineers (USACE) and North Carolina Division of Water Quality to successfully permit the impacts. HDR submitted a 404/401 Individual Permit to allow landfill development between the Phases I-V and VI-IX. By developing the center area, this would increase the landfill footprint from 130 acres to 161 acres and increase the waste volume from 15,000,000 cubic yards to 33,000,000 cubic yards. This expansion would mean that the County could rely on the Woodleaf facility as a disposal option for their citizens for generations to come and would tremendously increase the County's return on investment. To complete the permitting, HDR will use our relationship with the North Carolina Division of Waste Management to work the required Environmental Impact Statement through the permitting process.

HDR conducted on-site field surveys for jurisdictional waters of the United States within Rowan County's Municipal Solid Waste Landfill property. Jurisdictional waters were delineated using the U.S. Army Corps of Engineers (USACE) Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetlands Delineation Manual with technical guidance from the Eastern Mountains & Piedmont Interim Regional Supplement and recent Rapanos guidance. HDR prepared and submitted a request for jurisdictional determination (JD) to the USACE. **HDR anticipates the center area mitigation work will be bid out and constructed under this contract.**

CLOSED AIRPORT LANDFILL

The closed landfill located adjacent to the Airport and Army National Guard station were in operation from the early 1960's to 1988. There are four unlined landfills consisting of approximately 80 acres. HDR helped NCDEQ assess the pre-regulatory landfills. At the request of the County Commissioners and the Environmental Management staff, HDR evaluated the financial impact of reclaiming the airport landfills via landfill mining and reclamation. The results indicated that while expensive to reclaim the area, the reduction in environmental liability and creation of developable land could warrant further evaluation. HDR understands until that time maintaining the integrity and compliance of the soil cap is paramount. There is continual interest in development of portions of the old landfill units. **HDR has staff experienced in Brownfield project development with NCDEQ.**

Project Experience

As a testimony to our experience and capabilities, we have compiled five select project descriptions on the following pages of our current general solid waste management clients. These include representative types of future projects that may be required for the continued successful operation of the County's solid waste program.

As you will see on our project descriptions, we have extensive experience and credibility with the NCDEQ. Our clients routinely benefit from our relationships with regulatory staff, which have been strengthened by years of professional encounters and successful projects similar to those provided under this contract.

EXPERIENCE AT A GLANCE

To give you an overview of the work we regularly do with our clients, we created the matrix below to demonstrate projects with similar scope items that we are currently working on or have completed with other counties and cities near Rowan County. The numbers shown underneath each scope item correlate with the scope items listed in the RFP. Refer back to page 02 for the list of scope items.

	SCOPE ITEMS												
	LANDFILL PLANNING AND DESIGN	FINANCIAL PLANNING	LANDFILL OPERATIONS	ALTERNATIVE TECHNOLOGY	PERMITTING	CONSTRUCTION OVERSIGHT AND CLOSURE	GROUNDWATER AND LANDFILL GAS MONITORING AND REPORTING	ENVIRONMENTAL SERVICES	TRANSFER STATION, MRF AND CONVENIENCE CENTERS	SOLID WASTE PLANNING	BIDDING	LEACHATE MANAGEMENT AND DISPOSAL	ANNUAL CAPACITY / COMPACTION CALCULATION AND REPORTING
	1, 5, 9	2	3, 9	4	6, 10	11	12	13	7	8, 14	15	9	3
ROWAN COUNTY, NC	★	★			★	★	★	★		★	★	★	★
CITY OF WINSTON-SALEM, NC	★	★	●	●	●	★	★	★	★	★	★	★	★
GASTON COUNTY, NC	★	●	●	●	★	★	★	★	★	★	★	★	★
CITY OF GREENSBORO NC	★	●	●		★	★	●	★	★	★	★	★	★
WAKE COUNTY, NC	●	●		●	★	★	●	★	★	★	★		★
MECKLENBURG COUNTY, NC	●	●	●	●	★	●		★	●	●	●	●	★
CITY OF CHARLOTTE, NC	●	●			●	●	●	★	●		●		
CHARAH SOLUTIONS, INC.	★	★	★	★	★	★	★	★	★	★		★	★
DURHAM COUNTY		★				★			★		★		
HARNETT COUNTY		★				★			★		★		

KEY

★ Indicates projects within the past five years.

● Indicates projects performed for the client.







City of Winston-Salem

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

SOLID WASTE PLANNING, PERMITTING, DESIGN AND CONSTRUCTION ADMINISTRATION

WINSTON-SALEM, NORTH CAROLINA—HDR and the City of Winston-Salem Utilities have been working together since the early-1990s to create a solid waste program dedicated to maintaining sound environmental stewardship and providing efficient disposal and recycling programs for the needs of their citizens. The City works with HDR on high-level planning and comprehensive program support and HDR serves as a trusted advisor when it comes to important decisions to the City. HDR and the City have worked together to develop several innovative solutions to maximize use of the City's resources and make sound financial and long-term planning decisions. Highlights of our major project support and innovations over the years are below:

Piggyback Landfill

HDR designed, permitted, and provided construction administration services for the 37-acre expansion of the existing Hanes Mill Road Sanitary Landfill. HDR redesigned the side slopes and final cap of the existing landfill facility to "piggyback" or overlay the liner system of the new unit along the common slope of the current fill area. The overliner includes a double liner, a witness zone to facilitate the monitoring of potential leachate generation, and a single composite base liner. **This facility was the first overliner permit issued in the state of North Carolina and provided the City with over $12 million in otherwise unusable airspace.**

MSW Landfill Expansion

HDR completed preparation of the required permit application for the City's 347-acre (90 lined acres) expansion site. This project began with development of a Master Plan of the site followed by preparation of the Site Study Report. With over 12,000 people living within two miles of the site, coordination with the public was a critical aspect of the project. HDR prepared computer-generated imagery of the site to help represent the before and after views of the landfill from vantage points around the facility. Screening methods were evaluated, including use of tree cover and engineered berms. Each of the screening options was also analyzed for sound attenuation qualities using computer modeling. The permit to construct the first phase was issued in November 2001, and construction of the first cell began in April 2002. The landfill piping system is designed for future bioreactor operation. Since the initial cell construction HDR has provided design, permitting and construction quality assurance services for Cells 2 through 5. Construction of the 15-acre Cell 5 was completed in December 2016. A total of 66 acres have been constructed and certified to date.

HDR has been working with the City to evaluate potential expansion scenarios for their active landfill. This includes potential lateral expansion options, operational efficiency changes and the use of cutting edge technologies to

evaluate the impacts to landfill life and cost of services. **Currently, HDR is moving forward with a mechanically stabilized earthen wall (MSE) design which would be the first permitted in the State of North Carolina for an MSW landfill. The use of the MSE wall will extend the life of the existing site by 7 years and provide approximately 2.75 million cubic yards of airspace for the landfill.**

MSW Landfill Closure

HDR completed the design and provided construction administration and monitoring service on the 71-acre Unlined landfill and the 40-acre Subtitle D piggyback landfill closures. Both closures utilize a geosynthetic clay liner on the flatter top deck portions. For the active landfill, HDR has submitted an alternate cap application to allow use of an exposed geomembrane or turf type closure product to gain airspace and save on closure costs. HDR is currently conducting post-closure inspections of the closed unlined and lined facilities.

Gas System

HDR designed and managed the construction of vertical extraction wells and a 6,100-foot gas transmission line from the expansion landfill to the on-site Gas-to-Energy facility. HDR worked with the Gas-to-Energy operator to review and improve the efficiency of the gas collection field. HDR assisted the City in evaluating gas contracts and performed a financial analysis of the system expansion and prepared bid documents and provided construction monitoring for the initial landfill gas vertical wells installations within the active landfill and three subsequent gas system expansions. HDR is currently bidding the expansion of the active landfill gas system.

Yard Waste and Composting

The City of Winston-Salem processes leaves, grass, woody wastes, and pallets collected from curbside pickup, landscaping companies, local industry, and private citizens. This material was managed at the Reynolds Road Park and Overdale sites located within the city limits. HDR developed the City's permit renewals for these sites as Large, Type 1 Compost Facilities in 2004 and again in 2010. In 2006 HDR worked with the City to identify and evaluate the location of a third Large, Type 1 Compost facility on the northern side of the city. The evaluation considered access to utilities, wetland impacts, community impacts, processing capacity, and constructability. Once the site was selected, HDR developed the facility layout and design for construction, as well as provided construction administration services. These facilities combined can process approximately 170,000 tons per year of leaves, grass, and woody wastes. HDR has worked closely with the third party operators at these sites to develop processes to increase the production quantities and maintain good marketable products. HDR received two permit renewals for the Overdale and Forum 52 sites in 2020.

Construction and Demolition Debris (C&D) Landfill

In June of 1995, HDR submitted a construction permit application for the approximately 51-acre C&D landfill located on Old Salisbury Road. The permit to construct was issued in November 1995, and a permit to operate for Phase I of the Landfill was obtained in July 1996. Subsequently, the remaining phases II though IV have been constructed and approved for operation. HDR developed construction plans and specifications for all phases and provided construction oversight and quality assurance. In 2002, HDR submitted a permit modification that increased the landfill airspace by approximately 30%. In addition, HDR obtained a mining permit for the facility to assist the City in managing the excessive quantity of soil overburden by allowing contractors to haul material offsite free of charge, saving millions of dollars in construction costs. HDR also assisted the City in evaluating the potential for C&D recycling on site by preparing for a conceptual system design. HDR has conducted the semi-annual groundwater/surface water sampling and reporting since 1996.

Groundwater Corrective Action

The Hanes landfill began operations in the 1970's as an unlined landfill, which is approximately 71 acres. Groundwater monitoring has been conducted at the site since 1987. In 1995 and 1996, HDR performed a groundwater assessment due to exceedances of 2L Standards and provided and assessment of corrective measures in 2003. The approved primary corrective measure is monitored natural attenuation with an enhanced bioremediation pilot study using hydrogen release compounds. In 2014, HDR implemented dedicated landfill gas well pumps as a secondary corrective measure to enhance gas extraction. HDR continues to conduct corrective action monitoring and reporting for the unlined landfill.





Gaston County

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SOLID WASTE SERVICES

GASTON COUNTY, NORTH CAROLINA—HDR has provided Solid Waste Management services for Gaston County for nearly 30 years, including construction administration, operational assistance, design and permitting, construction quality assurance, routine monitoring, economic analyses, federally mandated reporting, and preparation of bid documents, construction documents, Resource Conservation and Recovery Act (RCRA) Subtitle D Permit Applications, and environmental permits for the 320-acre Gaston County Landfill.

In response to the North Carolina Solid Waste Management Act of 1989 and subsequent regulations, HDR developed a detailed economic analysis of solid waste disposal alternatives and implemented a Master Plan to transition the County's existing unlined landfill to a fully-compliant lined landfill. The first cell (13 acres) of Unit I of the Subtitle D facility was constructed in 1997 and was operational by January 1st 1998, as prescribed by the regulations. HDR also provided bidding assistance, construction quality assurance and certification of the 16-acre Unit I, Cell 2 in 2002 and designed and provided construction quality assurance for a materials processing facility located at the landfill site, which included a bi-level processing floor with a stationary baler and material storage area. This new facility provided the County with a mechanism to increase their revenue by taking recyclables directly to the market to receive the highest price available.

In May of 2000, HDR designed a leachate recirculation system, which (1) reduced the overall quantity of leachate at the site, (2) promoted waste degradation (thereby reducing volume), and (3) enhanced gas recovery for the County's system. The leachate recirculation program expanded the landfill capacity by approximately 25 percent. Additionally, in 2011, HDR designed and built a sewer line to carry leachate off-site to the waste water treatment facility – up until that time, the leachate was collected and stored in an HDR-designed tank storage system and hauled off-site.

The design of Unit II, Phase 2 (11 acres) began in 2014 and design and permitting for Unit I, Phase 2 (13 acres) began in 2019 and we are currently providing construction administration services. HDR is currently providing permitting services for the remaining municipal solid waste (MSW) landfill expansion area (Unit III), which includes applications for approved jurisdictional determination from the U.S. Army Corps of Engineers and the State application for a permit to construct. HDR continues to monitor gas and perform routine stack emissions testing at the landfill gas energy plant and also handles all associated federally and state-mandated Greenhouse Gas and Title V reporting requirements. In 2002 HDR designed a passive gas migration cutoff trench that was installed by County staff, with HDR providing construction monitoring. HDR also provides operational support and assistance with property acquisition for future borrow expansion.







City of Greensboro

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SOLID WASTE PLANNING, PERMITTING, DESIGN, AND CONSTRUCTION ADMINISTRATION

GREENSBORO, NORTH CAROLINA—HDR is currently working with the City on several construction and permitting projects and has been partners for advancing some of the City's largest solid waste initiatives since the 1980s. From high-level consulting and program support, to routine landfill and landfill gas services, our team has a strong history serving as a trusted advisor when it comes to important decisions, providing the City with quality engineering and solid waste management services along the way. Highlights of our major project support over the years is below:

Procurement Support

Our team provided procurement support for the processing and marketing of the City's recovered recyclables, resulting in increased recycling revenue of nearly $1M per year for the City. This work, which included the development of an RFP structured to solicit both fixed rate and revenue share scenarios, was a re-solicitation of the original contract for hauling and disposing of the City's MSW. HDR also developed the original RFP for waste hauling when the transfer station was constructed.

Transfer Station

Our team performed the permitting, design, and construction oversight services for the Greensboro Transfer Station. The facility can process up to 900 tons of MSW per day, using a bi-level, non-compacted, direct dump design. The transfer station allowed the city to close the old landfill to MSW, although it remained open for construction debris and yard waste. HDR is currently assisting the City with replacing two scales at the facility.

Landfill Gas

We conducted a study of Greensboro's unlined Phase II gas system to identify potential enhancements in collection efficiency and to provide insight on improved operations prior to designing the landfill gas collection system for Phase III. This design required the addition of a skid-mounted flare and blower system that would allow the City to either flare the landfill gas or integrate it into Phase II's transmission pipeline to the end user Cone Mills. The flare and blower system was bid and constructed along with the landfill gas collection system.

White Street Landfill

Beginning in 1993, our team worked closely with City staff to develop a state mandated "transition plan" for the approximately 800-acre White Street Landfill. The plan was developed to describe the remaining landfill operations at the current site as an approved disposal facility. Activities included the design and permitting of a major vertical expansion to the existing Phase II fill areas of the site to provide for disposal needs until the transition would be made into a lined Subtitle D cell. We worked with the City to permit and construct the Phase III Subtitle D municipal solid waste unit and to optimize the facility capacity at the White Street facility.

We have also been responsible for the development of technical documentation, including a site study and construction permit application, as well as plans, specifications, operation plans, and cost estimates for the implementation of the project components. Work also included the preparation of bid documents, bid evaluation, submittal reviews, and construction inspection/quality assurance. In addition, we have prepared closure/post-closure plans for the existing facility, permitting for borrow areas, plans for erosion and sedimentation control, and other landfill monitoring services. The first 25-acre Subtitle D cell was constructed for $6.9 million, prior to the NCDENR deadline. The construction of an additional 14-acre cell was completed at a cost of $3.2 million. Following that project, a 13-acre cell was completed at a cost of $2 million. We prepared the bid documents and provided construction administration and construction quality assurance services for each project. HDR is currently preparing Phase III closure documents for 20 acres.







Wake County

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WAKE COUNTY SITE 11 SOLID WASTE CONVENIENCE CENTER IMPROVEMENTS

RALEIGH, NORTH CAROLINA—In late 2014, HDR was selected by the Wake County Facilities Design and Construction Department to assist with the development of the schematic design and selection of the preferred concept for expanding the Solid Waste Management Department's Site 11 Convenience Center facility located in Wendell, North Carolina. HDR developed conceptual alternatives and consulted with County staff for refinement of a conceptual design that included a new entrance roadway and traffic patterns, additional concrete retaining wall bunkers for waste and recycling drop off and compaction, a covered multi-material recycling area with loading dock, a food waste and textile drop off area, and household hazardous waste, electronics waste, and used oil drop off and consolidation area.

Following completion of the conceptual design in September 2016, HDR was contracted to continue with the design development, permitting and preparation of construction documents for the improvements. HDR worked closely with the County staff, Town of Wendell, NC Department of Transportation (NCDOT), Wake County Stormwater, City of Raleigh Public Utilities, and the NC Department of Environmental Quality for permitting of the site improvements. Significant infrastructure and site improvements included:

- Roadway widening
- Water service
- Landscape buffer improvements
- Left turn lane
- Sidewalk
- Bicycle path
- Public sewer extension
- Site traffic and pedestrian safety improvements
- Stormwater management system with treatment swales and bioretention basins

HDR also provided construction administration assistance to the County, including shop drawings review, permit coordination, review of payment applications and change orders, and administration of progress meetings. The $2.4M project was advertised and bid in April 2017 and construction commenced in July 2017; the project was substantially complete by February 2018.





Mecklenburg County 1 2 3 4 5 6 7 8 9 10 11 13 14 15

SOLID WASTE PLANNING, PERMITTING, DESIGN, AND CONSTRUCTION ADMINISTRATION

CHARLOTTE, NORTH CAROLINA— Mecklenburg County Future Waste Disposal Capacity Analysis

Mecklenburg County's Solid Waste Management Program operates with a strategic plan which requires the organization to "Evaluate and update infrastructure necessary for waste acceptance and processing." As the County approached the term of two critical contracts, one for operating the County's MRF and the other for the disposal of MSW, the County engaged HDR to provide assistance with the analysis of waste processing and disposal options. HDR delineated existing, as well as potential, MSW disposal options, categorized costs of various options, and reported findings to the County's Waste Management Advisory Board.

Durable Woods Potential Lease Area Preliminary Environmental Evaluation

Mecklenburg County Solid Waste Management Services operates the Hickory Grove Full Service recycling Center located at 8007 Pence Rd in eastern Mecklenburg County. The County is considering construction of a materials handling and transfer facility, and may lease the adjoining property, known as the Durable Woods parcel, for construction of the transfer facility. The objective of this project was to provide a conceptual facility layout and preliminary environmental evaluation to assess the potential on-site contamination that may exist from Durable Woods' historic use of the property.

Renaissance Park & Statesville Landfill Solid Waste Closed Landfill Services

HDR has assisted the City of Charlotte with post closure care and monitoring services for two closed landfill sites, including reporting for groundwater, surface water, and methane status. The Statesville Avenue landfill is a 155-acre municipal solid waste (MSW) landfill that closed in the 1970s and the approximately 485-acre York Road landfill property received waste from about 1968 until 1986. The York Road landfill (aka Renaissance Park) is currently used as a public park and includes a golf course, soccer, and softball fields, while the Statesville Avenue landfill remains void of secondary use with the exception of an adjacent transfer station.

HDR addressed methane migration issues from the landfill towards off site receptors. The work included design of additional gas vents, balancing of the existing extraction system and installing additional monitoring devices to keep the public safe. The golf course was developed above waste, which periodically settles causing drainage and safety issues on the course. HDR designed remediation plans to improve drainage while minimizing impact to golfers and providing additional cover on the waste. HDR held safety awareness/training sessions for onsite employees and developed a risk management plan for the City.

HDR successfully tracked and analyzed groundwater data at both landfill sites by creating a database that includes approximately 24,000 data points over a nine-year period. The development of these databases allows HDR staff to make historical comparisons of detections for a wide variety of scenarios.

PROJECT TEAM

ORGANIZATION CHART

We formed our team with your needs in mind. As a large, multi-disciplined firm, we have the unique ability to provide a variety of services in-house to our clients. For a general landfill/solid waste engineering and planning contract such as this one, we anticipate utilizing resources from multiple groups within HDR. This team was thoughtfully crafted by our local and national program leads to provide the most value to Rowan County, based on their experience working with their team, and with the solid waste group, and specialty subconsultants.

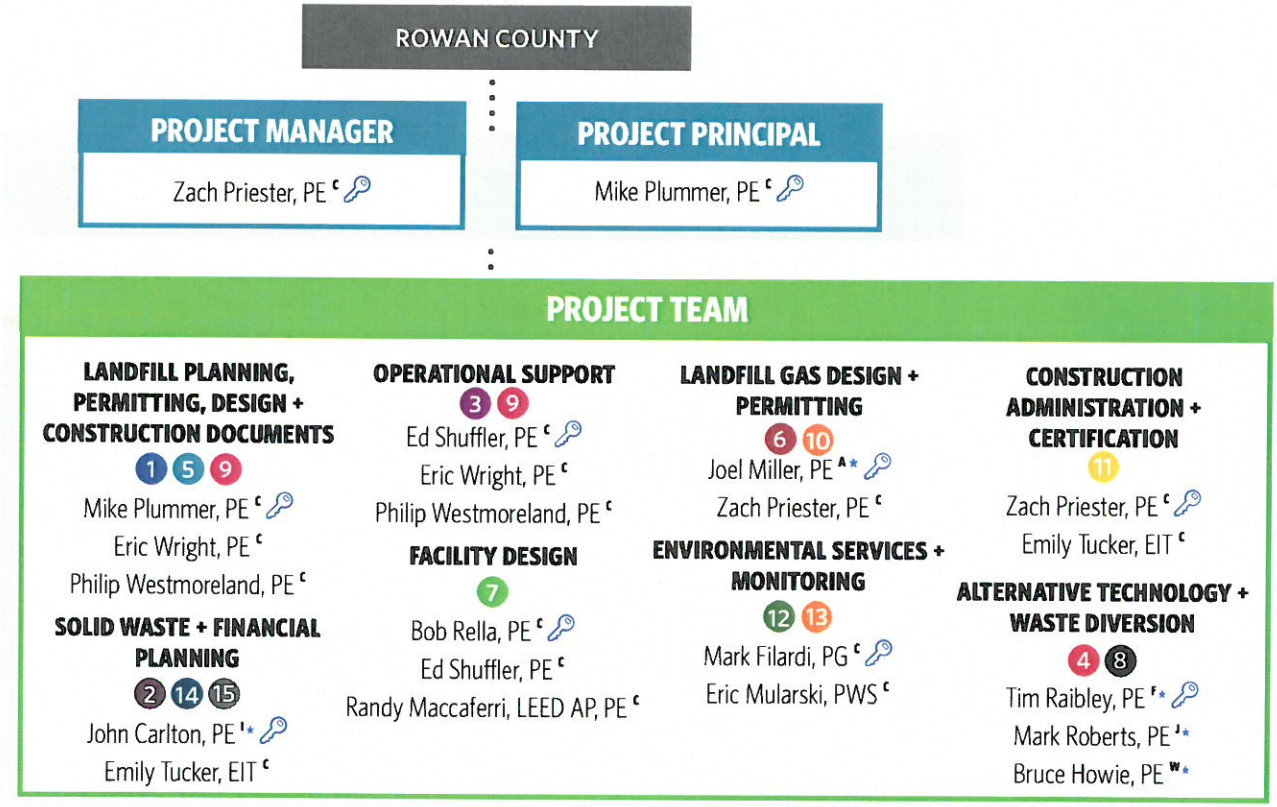
Our Project Manager, Zach Priester, PE, will provide corporate oversight to ensure quality and client satisfaction, management and direction of all project assignments. Zach has local experience, knowledge and expertise to lead the technical assignments and activities categorized above. He will be responsible for the project budget and schedule.

Zach will be supported by **Mike Plummer, Project Principal** who will ensure that the proper resources are allocated in support of the contract. He will also implement HDR's quality control program as projects are performed.

Zach and Mike will be supported by a group of experienced, highly-qualified technical professionals, all in diverse skill areas. Our organization chart below highlights the correlating scope items which can be found on page 02.

HDR TEAM MEMBER RESUMES

For the sake of brevity, we have provided resumes for HDR's key team members on the organizational chart. Resumes for the remaining personnel listed can be provided upon request.



OFFICE LOCATION KEY

C- Charlotte, NC
J- Jacksonville, FL
A- Austin, TX
F- Folsom, CA
R- Raleigh, NC
W- White Plains, NY
I- Irvine, CA

Key technical lead highlighted on the following pages

*Professional Engineer registered in states other than NC

Resume Legend	
Education	Firm Tenure
Certifications/Registrations	Office Location



MIKE PLUMMER, PE | PROJECT PRINCIPAL

Mike has over 25 years of experience providing management and oversight on all facets of solid waste engineering projects ranging from permit preparation (sediment & erosion control, storm water management, landfill permit, leachate discharge permit) to construction documents (design plans and specifications), through construction (coordination and construction management). He has worked with both public and private clients to permit industrial, MSW and C&D landfill expansions requiring 401/404 permitting, rezoning assistance, geologic/ hydrogeologic investigations, global and veneer stability analysis, sedimentation and erosion control permitting, HELP modeling, and detailed grading to maximize landfill capacity. Operationally Mike has worked with clients to model the effectiveness of alternative daily covers and soil usage. In addition, Mike has submitted permits for leachate recirculation, alternative cap systems and mechanically stabilized earthen walls to increase landfill capacity and revenue for his clients.

- BS, Civil Engineering
- Professional Engineer, NC
- 21 years
- Charlotte, NC



ZACH PRIESTER, PE | PROJECT MANAGER, CONSTRUCTION ADMINISTRATION + CERTIFICATION

Zach has over four years of experience in the Solid Waste industry from working on a variety of projects ranging from municipal landfills to CCR related tasks. Specific areas of experience include permit applications, stormwater and erosion control design, construction quality assurance, landfill design, and landfill gas collection system design, construction, and compliance. Prior to landfill work, he developed a broad background in the construction industry including work as a geotechnical technician, assistant superintendent, and commissioning agent on large scale commercial projects.

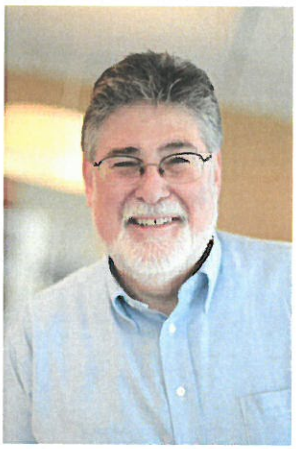
- BS, Environmental Engineering
- Professional Engineer, NC
- 4 years
- Charlotte, NC



JOHN CARLTON, PE | SOLID WASTE + FINANCIAL PLANNING

John has more than 28 years of experience in all aspects of solid waste management as a consultant and in executive positions for public-sector authorities. John serves as HDR's national solid waste planning and consulting lead. His strength lies in strategic planning where he has led the solid waste management planning efforts of both small rural communities and large urban cities and counties. He has a strong working knowledge of solid waste management regulations and practices, and has significant experience working with stakeholders, legislators, and regulators.

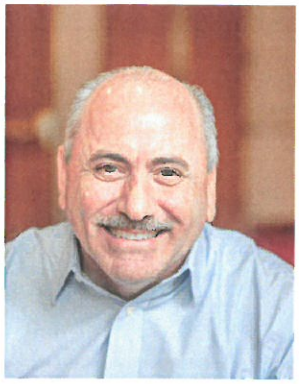
- BS, Civil and Environmental Engineering
- Professional Engineer, NJ, MD, FL
- 2 years
- Irvine, CA



ED SHUFFLER, PE | OPERATIONAL SUPPORT

Ed has over 40 years of experience dedicated to the development and implementation of local and regional solid waste management projects, specializing in the areas of siting, development, design and permitting of sanitary landfills. Many of these projects included the development of lined landfills to meet proposed Subtitle D requirements. His design experience includes the preparation of technical reports, permit applications, engineering drawings, specifications, contract documents and construction cost estimates. He has also conducted studies on collection, waste quantities and composition, energy and materials markets, and the feasibility of energy and resource recovery from solid waste. Ed is experienced in the site selection, planning, and design of landfills and transfer stations.

- BS, Civil Engineering
- Professional Engineer, NC, VA
- 32 years
- Charlotte, NC



BOB RELLA, PE | FACILITIES DESIGN

Bob serves as HDR's National Practice Leader for solid waste and facilities. In this role, he provides technical oversight and support to all solid waste and facilities projects performed by HDR. His involvement includes establishment of project teams, technical review, quality control, production, client coordination, and project execution. Bob's experience includes 31 years in the planning, design, construction and operation of solid waste facilities.

- MS, Civil Engineering; BS, Civil Engineering
- Professional Engineer, NC, SC, GA, IN, NJ, NY, PA, MD, VA, FL, Puerto Rico
- 31 years
- Charlotte, NC



JOEL MILLER, PE | LANDFILL GAS DESIGN + PERMITTING

Joel has more than 20 years of engineering experience, currently specializing in landfill gas and solid waste. He has managed and provided technical expertise to a variety of solid waste and alternative energy projects, including landfill gas collection and control system design, landfill gas construction oversight, landfill gas monitoring and reporting, solid waste cell design, and solid waste cell closure. He is also well versed in landfill gas and solid waste facility permitting and other regulatory requirements. Joel has worked on numerous landfill gas to energy projects throughout the U.S. as an employee of a landfill gas to energy developer.

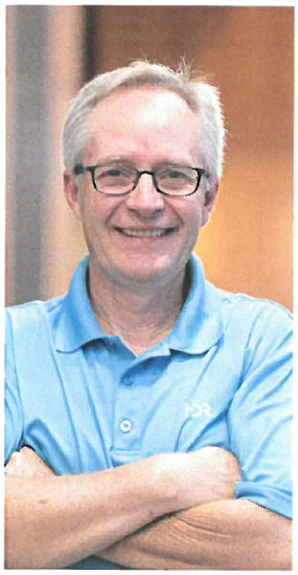
- BE, Civil Engineering
- Professional Engineer, FL, TX
- 13 years
- Austin, TX



MARK FILARDI, PG | ENVIRONMENTAL SERVICES + MONITORING

Mark is a senior geologist with over 20 years of experience with subsurface geological/hydrogeological characterization, compliance monitoring, contaminated site assessment and remediation, ash basin closure assessments, Soil Erosion and Sediment Control Plans, National Pollutant Discharge Elimination System (NPDES) permit sampling, and Phase I and II Environmental Site Assessments (ESAs) for a variety of municipal, power generating, industrial, and commercial clients throughout the Eastern and Midwestern United States.

- MS, Geology; BS, Geology
- Professional Geologist, NC, SC, FL, TN
- 6 years
- Charlotte, NC



TIM RAIBLEY, PE | ALTERNATIVE TECHNOLOGY + WASTE DIVERSION

Tim has more than 32 years of environmental and civil engineering experience, including extensive solid waste management systems of a wide variety of elements, such as mixed materials and single stream recycling, organic/composting, anaerobic digesters, solid waste transfer, emerging conversion technologies, and conventional waste-to-energy facilities. He has conducted nine food waste projects, including for Humboldt, University of California Davis, San Jose, King County, Phoenix, Quebec, Surrey, Western Placer, and New York City. Food waste services have included analyzing food waste generator metrics, evaluating pre-processing systems, developing anaerobic digestion feasibility analyses, quantifying digestate and effluent management systems, valuing biogas beneficial uses as renewable energy or fuels, and preparing financial estimates for all the aforementioned. Tim has also assisted many communities and private sector service providers who manages their organics, green/yard waste, and food waste, using composting as the primary technology.

- BS, Civil Engineering
- Professional Engineer, WA, CA
- 32 years
- Folsom, CA

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ISSUES

DBE PARTICIPATION

HDR prides itself on the utilization of DBE subcontractors. HDR is committed to supporting your economic inclusion goals, and voluntarily pursued strategic partnering arrangements with subcontracted professional services. We understand and appreciate your view that strategic partnering supports and facilitates the utilization of DBE firms, and have strengthened our team by adding highly qualified partners that will function as integrated components of the HDR team. These firms bring local, specialty expertise that, together with HDR, will enable Rowan County to carry out the scope of services listed in the RFQ. As an example of one of HDR's team members, an overview of Cartographic Aerial Mapping, Inc capabilities is shown in their biography to the right.

CARTOGRAPHIC AERIAL MAPPING, INC.

Founded in 1988, Cartographic Aerial Mapping, Inc. have established themselves as a premier digital Photogrammetric company conveniently located nearby to Rowan County. The president and founder of Cartographic Aerial Mapping Inc., is Hugo R. Campo. With over 30 years' experience in the field of photogrammetry and related disciplines, Hugo is a Professional Land Surveyor (L-4080) registered in North Carolina, a Professional Photogrammetrist Surveyor registered in South Carolina and a Surveyor Photogrammetrist registered in Virginia. Cartographic Aerial Mapping, Inc. provided the annual mapping services for the Rowan County Landfill in 2020; they are a trusted partner and a knowledgeable asset to the team. Cartographic is a minority-owned company and has been certified as a Disadvantaged Business Enterprise (DBE) firm.

REFERENCES

DON'T JUST TAKE OUR WORD FOR IT.

Below we have provided a list of references where we have provided similar services as requested in this RFQ.

1 **CALEB SINCLAIR**
Director of Environmental Management
789 Campbell Road, Woodleaf, NC 27054
704.216.8606

2 **MARCIE SMITH**
Solid Waste and Recycling Administrator
P.O. Box 1578, Gastonia, NC 28053
704.922.0267

3 **JAN MCHARGUE, PE**
Assistant Director-Solid Waste
101 N. Main Street, Winston-Salem, NC 27101
336.747.7310

4 **JOSEPH HACK**
Solid Waste Management
700 N. TRYON STREET, CHARLOTTE, NC 28202
704.336.6513

"The project went extremely well and I appreciate the cooperation with you [Kathryn], Jeff and Mike."

—John Murray, NCDENR Permitting

*Email from John Murray to Kathryn Jolly, Director of Environmental Management, Rowan County

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Bob Pendergrass, Director, Animal Services
DATE:	1/11/2021
SUBJECT:	Animal Services- Public Hearing for Proposed Changes to Rowan County Ordinances Chapter 5 Section 5-46

Conduct a public hearing to consider proposed changes to Animal Services ordinances regarding feeding animal carcasses to domestic animals.

Staff recommends changes as proposed in attachment.

ATTACHMENTS:

Description	Upload Date	Type
Staff Proposed Changes	1/11/2021	Cover Memo

Chapter 5 ANIMALS

Sec. 5-46. - Miscellaneous concerns.

(a) All keepers or owners of animals that die, from any cause, shall bury the dead animal to a depth of at least three (3) feet beneath the surface of the ground on his leased or owned property. No animal shall be buried within three hundred (300) feet of any flowing stream or public body of water. In the alternative, the animal shall be disposed of in a manner approved by the health director or the animal services director. In any event, all dead animals shall be disposed of within twenty-four (24) hours after knowledge of the death.

(b) All persons who injure or kill a domesticated animal by running over, into or otherwise coming in contact with such an animal with an automobile, motorcycle, bicycle or other vehicle shall notify the owner of the animal immediately. If the owner is not known the person who injured or killed the animal shall immediately notify the animal services director or the police department if the injury or death occurred in the city. If the injury or death occurred in the county, the owner should notify the sheriff's office. An owner or lessee of real property who finds an injured or suffering domesticated animal on his property shall report the same to animal control as soon as the animal is discovered on the real property.

(c) No live animal shall be given away, raffled or offered as a prize, premium of advertising device for or at an inducement to enter any contest, game or other competition involving skill or chance.

(d) Animal control shall have the authority to inspect public exhibits of animals which are part of fairs, carnivals, festivals, fundraising events, petting zoos and any other activity or function carried on in the county. Animal control shall have the authority to close down any exhibit, function or activity if it is determined that the animals are being cruelly treated or animals run the risk of causing injury or harm to the public or to themselves.

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

ROWAN COUNTY
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MEMO TO COMMISSIONERS:

FROM: Randy J. Cress, Assistant County Manager / CIO
DATE: 1/11/2021
SUBJECT: Review Implementation Timeline for Matrix Planning and Development Study

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Commissioners, I would like the opportunity to present a workable 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.

Accept the implementation timeline as proposed and allow work to continue through the proposed tasks. No budgetary items are being asked at this time. All budgetary considerations will fall within standard fiscal year cycles unless a situation warrants immediate action during the implementation process.

ATTACHMENTS:

Description	Upload Date	Type
Implementation Timeline	1/15/2021	Cover Memo

Title	Start Date	End Date
27. Maintain the current organizational structure of separate Building, Fire, Environmental Health, and Planning Departments.	1/15/21	3/31/21
26. Maintain the Supervisor, four Environmental Specialist positions, and Secretary that are involved in the well and septic system permitting	1/15/21	4/30/21
25. Two Fire Inspectors are required to complete solely annual inspections and development related plan review and new construction inspe	1/15/21	4/30/21
24. Maintain one position dedicated to erosion control and expand the frequency of field inspections and expand duties to include civil eng	7/1/20	3/1/21
23. Move the Erosion Control Specialist from Environmental Management to Planning.	7/1/20	7/1/20
22. Maintain the positions of Planning Director, Assistant Director, Planner, and Code Enforcement Officer for the Planning Department.	7/1/21	7/1/21
21. Permit Technician should evolve and provide clerical support to all planning boards and commissions and provide administrative assistar	1/15/21	3/1/22
20. Reclassify the Planning Technician to a Long Range Planner (Senior Planner) to focus on long range planning efforts.	1/15/21	5/2/22
19. Transition one BI Permit Assistant position to focus on serving as the permitting software liaison.	3/1/22	6/30/22
18. A total of two Senior and six Building Inspectors is recommended.	1/15/21	4/30/21
17. Create a development review webpage that acts as a central hub and provides an overview of permitting requirements and links to depa	3/1/21	6/30/21
16. Maintain the current process of receiving Erosion Control applications by mail until electronic submittal is implemented or position is reloc	3/31/21	3/31/22
15. Establish a technology fee to offset the cost of upgrading the development software and technology needs of the County.	3/2/20	6/30/21
14. Complete a fee study to adjust adopted fee schedules to meet the adopted cost recovery guidelines.	1/15/21	4/30/21
13. Develop and implement cost recovery guidelines and goals for development review operations.	1/15/21	4/30/21
12. Develop and publish each development review entities fee schedule on their respective webpage.	1/15/21	5/3/21
11. All review comments should be uploaded and stored in the permitting software system.	7/1/20	3/31/21
10. Consolidate the separate building plan review and permitting processes into one process.	3/31/21	12/30/21
9. All development related inspections should be requested through an online portal that directly links the inspection request to the permit.	12/1/21	6/30/22
8. Create a current project webpage for newly permitted development activity.	3/31/21	3/31/22
7. Provide online access to applicants so they may track the status of their application in the review process.	12/8/20	5/31/21
6. Utilize the permitting software system (or digital submittal program) to allow for the online payment of fees.	7/1/20	12/1/21
5. Implement electronic application and plan submittals for all development application types.	3/31/20	3/31/22
4. Bring all development review departments into Energov for permitting.		
4a. Working w/Deb for ALBX alternative	3/31/21	12/31/21
4b. Food & Lodging CDP to Energov	3/31/22	12/30/22
4c. OSW (On Site Septic and Well) of CDP to Energov	3/3/22	12/30/22
4d. Erosion Control - New build out	3/31/21	3/31/22
3. Develop specific fire and hazardous material permits over the next three to five years.	1/2/23	3/31/23
2. Formalize a special events application and permit.	12/1/21	3/31/22
1b. Transition to departmental staff reviewing the parcel number at time of submission or during the review process.	1/15/21	4/30/21
1a. Remove the requirement of Tax Administration verifying the parcel identification number of development review applications.	1/15/21	4/30/21

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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: January 11, 2021
SUBJECT: Financial Reports

Please see attached financial graphs.

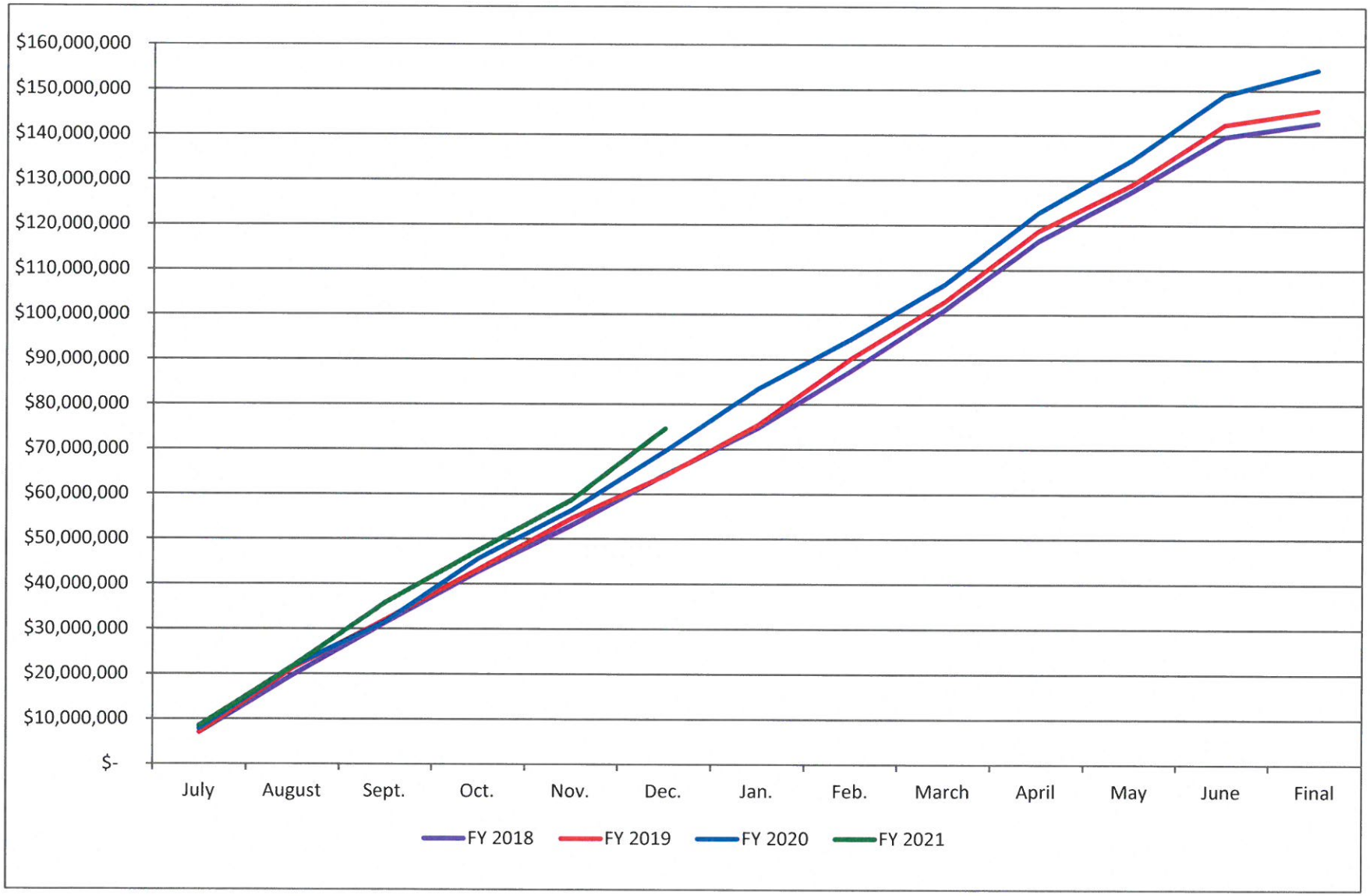
ATTACHMENTS:

Description	Upload Date	Type
Financial Graphs	1/11/2021	Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

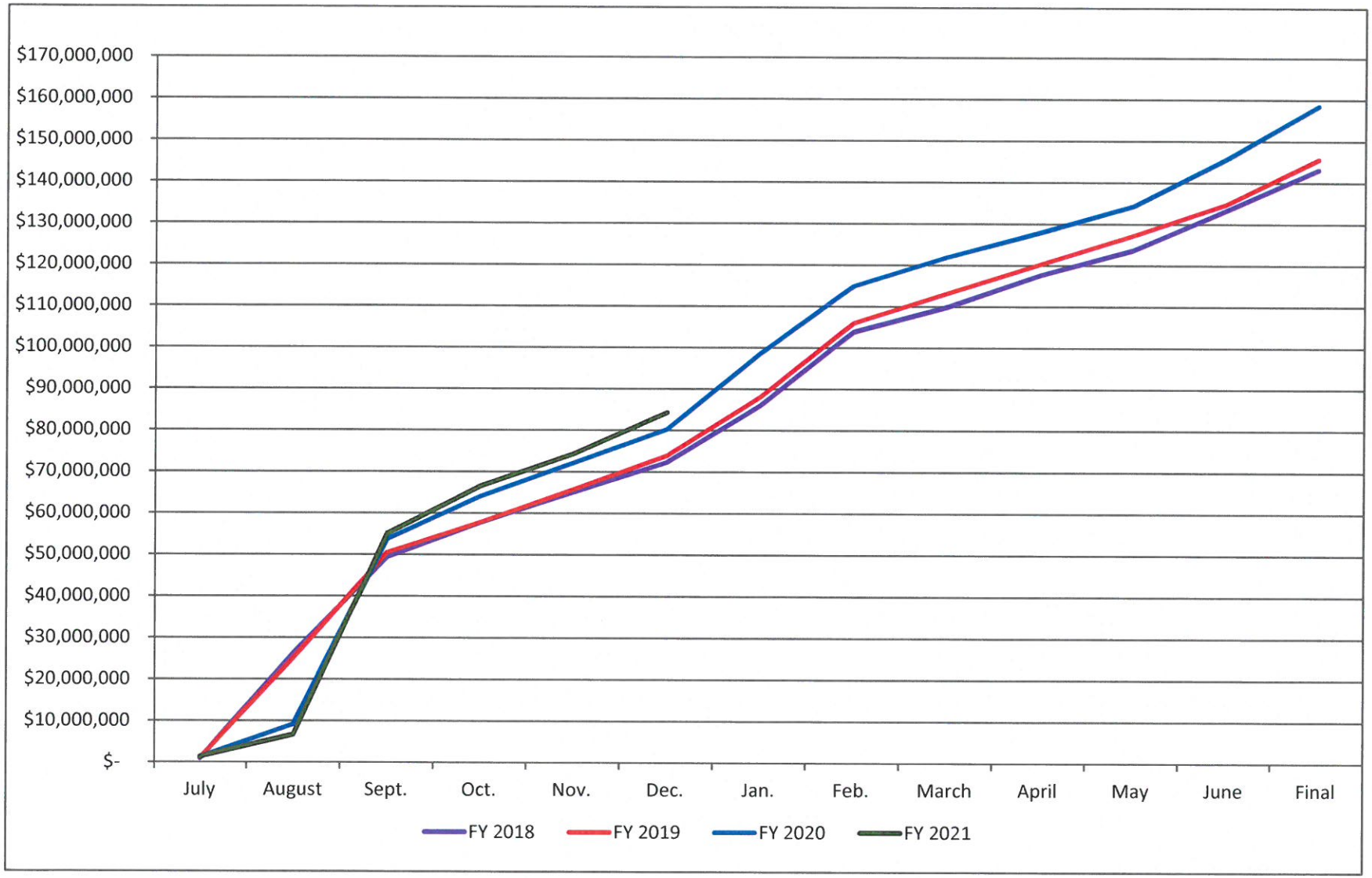
December		
2021	$	74,529,148
2020	$	69,509,325
2019	$	64,073,759
2018	$	64,246,441



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE REVENUE COMPARISONS

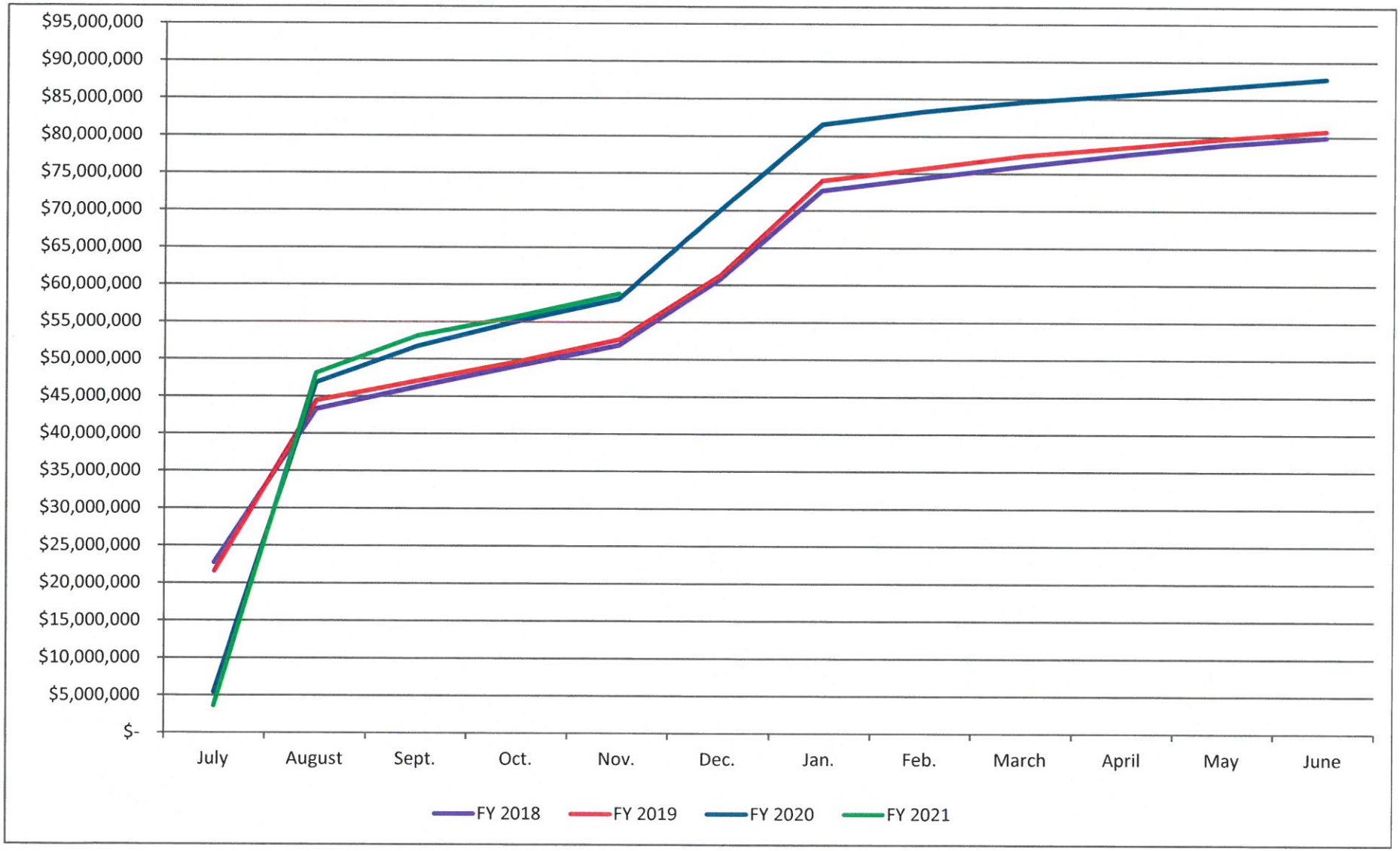
	December	
2021	$	84,277,884
2020	$	80,191,125
2019	$	73,888,114
2018	$	72,269,566



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2018 - 2021

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

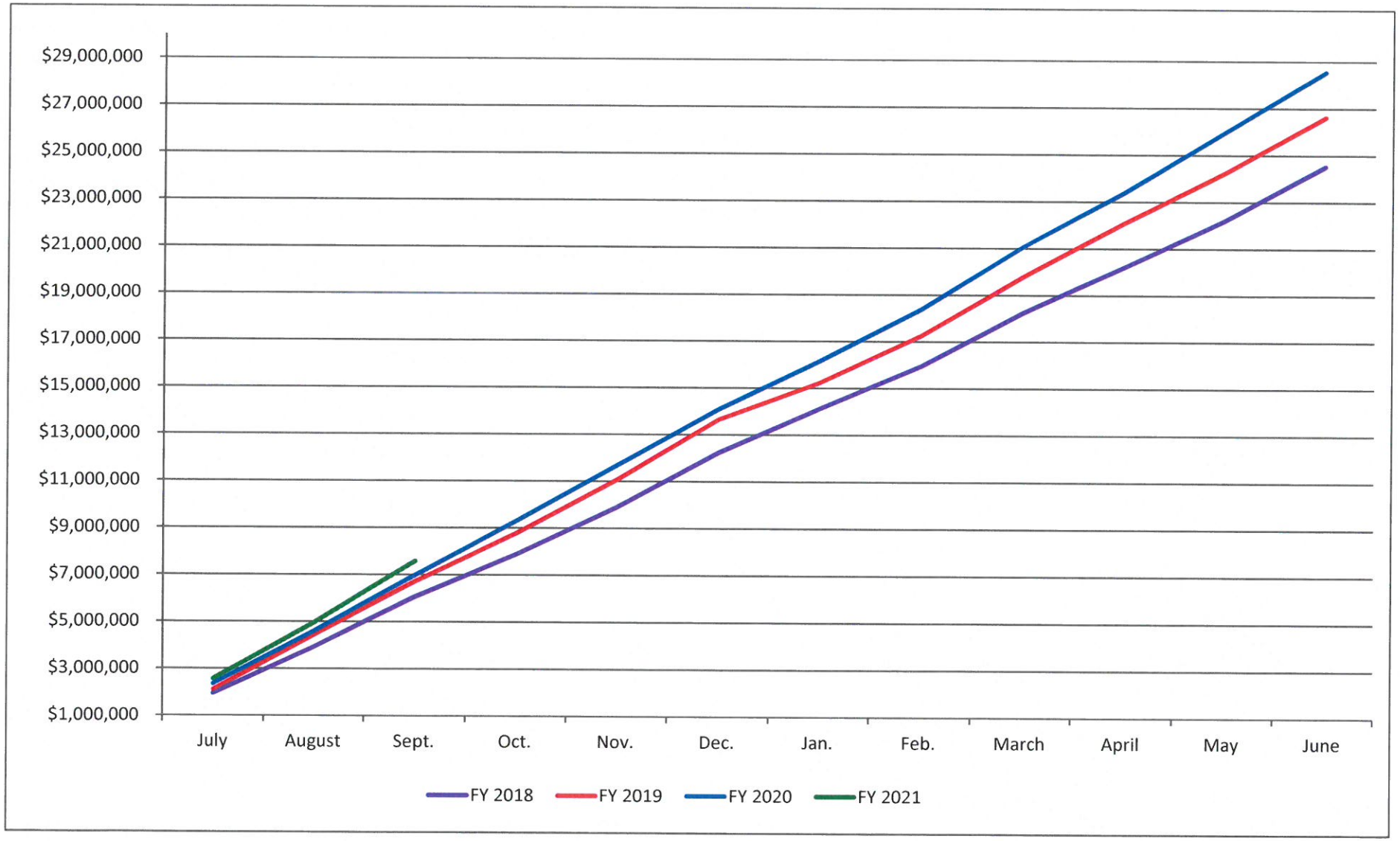
	November	
2021	$	58,761,902
2020	$	58,087,968
2019	$	52,649,391
2018	$	51,867,544



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE SALES TAX COMPARISONS

	September	
2021	$	7,570,930
2020	$	6,971,129
2019	$	6,714,917
2018	$	6,054,387



ROWAN COUNTY
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TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: January 11, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	1/11/2021	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the FY20 Homeland Security Grant awarded to Rowan County for the purchase of a prime mover. This award was approved by the BOC on 10/19/20.

Prepared by: Lisa Bevis
Date: 01/06/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
FY20 Homeland Security Grant	R	1144330-434085-43343	60,000	
C/A Vehicles	E	1154330-575035-43343	60,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 07-193
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 1/7/21		Date:	Posted by:
Signature: J Howden		Signature:	Approved by:

DocuSign Envelope ID: 8505A7E0-DE34-4812-9DCA-8845BF345237

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020
AL #: 97.067
Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

T.J. Brown
Rowan County
2727 Old Concord Rd.
Salisbury , NC 28146-6319

Period of Performance: September 1, 2020 **to** February 28, 2023
Project Title: Prime Mover
Total Amount of Award: $60,000.00
MOA #: 2040034

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program
(HSGP)

Fiscal Year 2020

AL #: 97.067
Grant #: EMW-2020-SS-00023

Memorandum of Agreement (MOA)

between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:
Rowan County
Tax ID/EIN #: 566000336-A
Duns #: 074494014

MOA #: 2040034
Award amount: $60,000.00
Period of performance:
September 1, 2020 to February 28, 2023
DPS fund code: 1502-7A38-3H20

1. **Purpose**
The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. **Program Authorization and Regulations**
This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001;(4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. **Projects managed by the Recipient (State) on behalf of Subrecipient (Only)**
___ By initialing, the Subrecipient requests that the Recipient retains funds effective September 1, 2020. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management or its assigns to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of awarded funds through the FY 2020 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management or its assigns to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness,

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE EXCES REVENUE FROM STATE ASSET FORF. AND TRANSFER FUNDS TO TECHNOLOGY-SERVICE & MAINTENANCE ACCOUNT TO ALLOW PAYMENT OF INVOICES.

Prepared by: Major J C Sifford

Date: 1/5/2020

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
TECH-SERVICE & MAINTENANCE	E	1154416-534030	4,326	
STATE ASSET FORF. FUNDS	R	11444165-435033	4,326	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓	Approved: _____	Budget Revision # 07-108
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: _____	Date: _____	Posted by: _____
Signature: [signature]	Signature:	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the FY21 Natural and Cultural Resources Grant awarded to the Rowan County Nature Center.

Prepared by: Lisa Bevis
Date: 01/10/21

BUDGET INFORMATION: Reviewed:_____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Nature Center Grant Revenue	R	1146440-434080	60,000	
Salaries-Part Time	E	1156440-510015	23,820	
Social Security Tax	E	1156440-520020	1,477	
Medicare Tax	E	1156440-520010	345	
Workers Compensation	E	1156440-520025	858	
Grant Expenditures	E	1156440-585019	33,500	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 07-129
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 1/11/21		Date: _____	Posted by: _____
Signature: J Howde		Signature:	Approved by: _____

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

Total Amount Granted: $60,000.00

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

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

   Animal Care Staffing - $5,000.00

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

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

2. **Educational Supplies/Equipment/Advertisement/Training - $15,000.00**
   - Education program/summer camp supplies
   - Educational programming/summer camp advertisement
   - Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

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

3. **Animal exhibits/habitats/supplies/signage - $18,500.00**
   - Exhibit/habitat/supplies facilities/signs maintenance and upgrades

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

ROWAN 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 13, 2021
SUBJECT:	Consider Approval of Closed Session Minutes

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(11) 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.

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:	Carolyn Barger, Clerk to the Board
DATE:	1/5/2021
SUBJECT:	To Consider Real Estate Negotiations

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(5) to consider real estate negotiations.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		