ROWAN COUNTY COMMISSION AGENDA
June 5, 2023 - 3:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:

https://bit.ly/rowanboc3pm
Password: 028144

Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 975 6995 5631

Password: 028144

Call to Order

Invocation

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.

1 Consider Approval of Consent Agenda

- A. GRANT AWARDED: Approve RPL to accept grant funds from MC Woodson Foundation
- B. Revisions to Policy 9.1 Attendance and New Policy for Health and DSS Employees
- C. Sole-Source Thomson Reuters
- D. Surplus Vehicles & Equipment

E. Schedule public hearing for two (2) driveways off of Marsh Campsite Road
F. Hangar Rental Rates FY2024
G. Consider Approval of the Minutes 5/15/23
H. Request to Continue Overtime in the Detention Center
I. GRANT APPLICATION: Approval to amend EMPG application
J. Sale of Ground Lease Hangar T3
K. GRANT AGREEMENT: Accept Woodson Foundation Grant for ROCOC
L. GRANT AGREEMENT: Accept Robertson Foundation Grant for ROCOC
M. GRANT AGREMENT: Accept Rowan Community Foundation grant for ROCOC
N. EMS Management & Consultant Contract
O. Approve New Corporate & Box Hangars Project - KMD Construction - Contract
P. Approve Taxiway Rehab Project - J.T. Russell & Sons, Inc. - Contract
Q. EFT Policy and Procedures
R. Sheriff 's Office use of Shelter at Dan Nicholas Park
S. Budget Amendments
T. JCPC Funding Plan
U. JCPC Annual Certification
V. Schedule public hearing for HLC 01-23
W. Schedule public hearing for new road name
X. Cancel 7/3/23 Regular Commissioners Meeting
Y. Request to Use County Parking Lot for Classic Car Show
Z. Agenda Addition - Interstate Roofing Change Order (Contract 23364)
AA. Agenda Addition - Piedmont Pharmaceutical Change Order and Sole Source
AB. Agenda Addition - Award Master Service Agreement ESP Associates Inc.
AC. Agenda Addition - Updated KMD Construction Contract
AD. Agenda Addition - Conditional District Rezoning Request for West End Plaza

2 Public Comment Period

3 Financing for Airport Hangars

4 Consider Permit to Exceed Noise Ordinance Request (PE 03-23) from Rod Weaver & Misty Thomas

5 Board Appointments

6 Closed Session

- NCGS 143-318.11(a)(3)

7 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL
DATE:	5/9/23
SUBJECT:	GRANT AWARDED: Approve RPL to accept grant funds from MC Woodson Foundation

---

The Rowan Public Library received notification that they were awarded $10,000 from the Margaret C. Woodson Foundation. These funds are intended to support the ongoing Salisbury Post Morgue Preservation Project to digitize archival material owned by the Salisbury Post going back 100+ years. The Board of Commissioners approved the RPL to apply for this grant on 02/06/2023, Consent Agenda Item E.

Recommendations:
1. Approve the Rowan Public Library to accept the grant funds from Margaret C. Woodson Foundation.
2. Approve the attached Budget Amendment recognizing the funds.

ATTACHMENTS:

Description	Upload Date	Type
MCWoodson Award Notification	5/9/2023	Exhibit
Grant Acceptance Form	5/9/2023	Exhibit
BA - Woodson Grant	5/31/2023	Cover Memo

From: **Oleen, Melissa J** Melissa.Oleen@rowancountync.gov
Subject: Library awarded Margaret C. Woodson Foundation Grant
Date: May 8, 2023 at 10:12 AM
To: Kitalong-Will, Ann M Ann.Kitalong-Will@rowancountync.gov
Cc: Natoli, Kelly D Kelly.Natoli@rowancountync.gov, Bumgarner, Anna R Anna.Bumgarner@rowancountync.gov, Bevis, Lisa F Lisa.Bevis@rowancountync.gov, Nance, Pam Pam.Nance@rowancountync.gov

MO

Hi Ann,

The library has been notified we were awarded grant funding from the Margaret C. Woodson Foundation. The Foundation has awarded $10,000 to pay temporary staff working on the Salisbury Post Morgue Preservation Project pending completion of the Award Agreement Section of the application (blank copy attached).

The library will not complete/submit this section until authorized to do so.

Thank you,
Melissa

2023 Woodson Foundation Grant Timeline_____
05/04/2023, Librarian Paul Birkhead received email notification of grant award subject to completion of Award Agreement Section.
02/06/2023, grant application and request to apply for Marget C. Woodson Foundation grant was approved by Commissioners. Consent Agenda, Item E.

From: Application Administrator [Do Not Reply] <fftcgrants@communityforce.com>
Sent: Thursday, May 4, 2023 3:37 PM
To: Birkhead, Paul J <Paul.Birkhead@rowancountync.gov>
Cc: jane.welch@rowancountync.gov; joyce.ervin@rowancountync.gov
Subject: Margaret C. Woodson Foundation Grant Program I Application Status Notification

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

Dear Paul,

I am pleased to share that your organization's 2023 Margaret C. Woodson Foundation Grant Program application has been selected for award. Congratulations on your successful proposal!

To learn more about your award, reporting requirements, and to accept/decline your award click here. Please see the following steps to complete your acceptance or decline:

1. Please complete the new "**Award Agreement**" section in your dashboard.
2. Select the "**Accept**" or "**Decline**" button in the upper right of your dashboard.

Note: This two-step process must be completed before the award can be processed.

Please pay particular attention to the instructions included on the award agreement. It is important that you carefully review all terms and conditions attached to this award, which

important that you carefully review all terms and conditions attached to this award, which includes the completion of an evaluation report.

Congratulations again on your successful proposal and thank you for the important work you do in the community.

Sincerely,

Tiara Miles
Board & Grants Specialist
tmiles@fftc.org
704.973.4506

The contents of this email are intended for the named addressee(s) only. It contains information that may be confidential. If you received this email in error please email Application Administrator immediately and then kindly delete it. Unless you are the named addressee or an authorized designee, you may not use, copy or reproduce this email in any form or disclose it to another party.



MCWF 2023
Grant...ce.pdf

Award Agreement

Auto Save in **8:15** Stop Auto Save

Congratulations on your grant award from the Margaret C. Woodson Foundation! To learn more about your award, reporting requirements, and to accept or decline the grant please see the important information below.

*Project title: (8 word max.)

Salisbury Post Morgue Preservation Project (SPMPP)

*Brief project summary: *(50 word max.)*

Source Styles Format Font Size

Digitizing the entire Salisbury Post morgue to ensure its preservation and organization while increasing usability and accessibility by the public, including historians, students, and genealogists. Referred to as a 'morgue' by reporters, this unique archive includes 30+ four-drawer file cabinets of brochures, clippings, and photographs going back 100+ years.

Words: 49

Note: Special character "<" is not allowed.

Word count for this field needs to be greater than 1 and less than 50

*Additional award contingencies:

Source Styles Format Font Size

NA

Words: 1

Note: Special character "<" is not allowed.

Award Amount:

2023 Margaret C. Woodson Foundation Grant Program Awarded On 05-03-2023, $10,000

*__Post Grant Evaluation Final Report Due Date:__

February 9, 2024

*Mailing address:

201 W. Fisher Street

Mailing address line 2

*Mailing city:

Salisbury

*Mailing state:

North Carolina

*Mailing zip:

28144

Accepted Program Information

The following program has been approved for funding:

Grant Terms

Grant funds are to be used only as stated in the following terms and conditions:

- This grant is being made for the specific project and / or components of the project outlined in the grant proposal. If any changes to the project are needed, contact Foundation staff to discuss amendments, reallocations, and to obtain approval to proceed prior to implementing any changes or expending any funds. If awarded general operating support, the funds must be used for the operations of the Grantee organization.
- Payment will be scheduled upon your acceptance of the grant including agreement to all terms and / or conditions. Submittal of this award section signifies your acceptance. The deadline for this section is four weeks after the email notification of award. If this section is not completed within the time allowed, the grant will be forfeited.
- Grants are one year in duration. To the extent it is required and indicated in Conditions below, **the Grantee agrees to submit the online evaluation report describing the project and an explanation of how the funds were spent**. ***Failure to submit a complete evaluation report by the stated deadline may make the organization ineligible to receive a grant from the same program in future years.*** Based on annual reporting calendars with clients and volunteers, the evaluation report is due 9 months after the grant award date, unless otherwise stated. All grant recipients have one year to complete the grant and if funds are not expended when the report is submitted at 9 months, an additional report may be required. **Failure to submit follow up evaluation report(s) by the stated deadline(s) may make the organization ineligible to receive a grant from the same program in future years**.
- If the Grantee does not complete the funded project within one year, the Grantee must submit a written request for an extension. The Foundation will notify the Grantee of the decision regarding the extension.
- The Foundation reserves the right to conduct an independent evaluation of your project and a verification of grant expenditures. The Grantee agrees to provide the information necessary to complete such an evaluation. Failure to submit requested information in a timely fashion may obligate the Grantee to refund the grant.
- The Foundation recognizes grant circumstances may change over the life of a grant which will require you to either apply for a grant extension or reallocation. Should your project change in scope, please notify The Foundation as soon as possible with any reallocation requests. Please note, any reallocation request must be approved. Failure to notify The Foundation of reallocation request may result in forfeiting any or all funds.

The Foundation is not responsible for any actions of the Grantee, and furthermore, the Grantee agrees to indemnify, defend and hold harmless the Foundation, its agents and employees, and the Trustees/Board from any liability, loss, cost, injury, damage or other expense that may be incurred by the Grantee or claimed by any third person against it as a result of funding of the project or any action or non-action taken in connection with the project, only in the manner and to the extent provided by North Carolina law.

Grant Conditions

If you are required to submit additional information to meet contingencies listed above, please include attachments here.

Files must be uploaded in PDF format on 8.5” x 11” paper with a portrait orientation.

Browse

Grant Award Information

In the event that grant payment must be sent through postal mail, please confirm the following mailing address:

*Can the above address be used to receive check payments sent through postal mail?

Select Option(s)

◯ Yes ◯ No

Grant Acceptance

Please sign below indicating your organization's intended acceptance or decline of grant funds. Organizations intending to accept this award must complete this section or grant funds will be forfeited. Your acceptance of this grant includes agreement to all terms and/or conditions.

*Note: Accepting or declining your grant award is a two-step process. You must complete this section AND select the **Accept** or **Decline** button located in the upper-right corner of your dashboard.*

*Do you certify that the executive director accepts this grant and all terms and conditions as stated above?

Select Option(s)

◯ Yes ◯ No

Should you need additional information, please contact David Snider at dsnider@fftc.org or 704.973.4528.

Submit | Save | Save & Return to Dashboard | Return To Dashboard

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize awarded Library grant from Margaret C Woodson Foundation - Salisbury Post Morgue Preservation Project

Prepared by: Teresa Sharpless

Date 5/16/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Salaries - Part Time	E	1156110-510015-30011	9,250	
Medicare Tax	E	1156110-520010-30011	140	
Social Security	E	1156110-520020-30011	580	
Workers Compensation	E	1156110-520025-30011	30	
Restricted Local Grants	R	1146110-464099-30011	10,000	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑	Approved:	Budget Revision # 11-493
Disapproved: ☐	Disapproved:	Date Posted:
Amended:	Amended:	Group Number:
Date: May 16, 2023	Date:	Posted by:
Signature: Melissa J. Oleen (May 16, 2023 14:24 EDT)	Signature:	Approved by:

Anna R Burngarner

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name	Library				
Position Title	Temp PT Staff - Salisbury Post Morgue Preservation Project				
Hours *(per week)*	40	Increase	$ 10,000.00	Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 9,250.00	$ -	$ -	$ 9,250.00
Health Insurance	$1,000 / Mo	-	-	-	-
Medicare	1.45%	135.00	-	-	140.00
Retirement	12.85%	-	-	-	-
Social Security	6.20%	574.00	-	-	580.00
Workers Comp (Varies)	0.25%	24.00	-	-	30.00
401(k)	3.00%	-	-	-	-
Total Salary / Benefits		9,983.00	-	-	10,000.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 9,983.00	$ -	$ -	$ 10,000.00

Sharpless, Teresa F.

From: Bumgarner, Anna R
Sent: Tuesday, May 9, 2023 10:25 PM
To: Sharpless, Teresa F
Subject: FW: Library awarded Margaret C. Woodson Foundation Grant

BA will be need for June 5th agenda.

From: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Sent: Tuesday, May 9, 2023 4:02 PM
To: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Subject: RE: Library awarded Margaret C. Woodson Foundation Grant

Thank you both!
Melissa

From: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Sent: Tuesday, May 9, 2023 10:24 AM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Subject: Re: Library awarded Margaret C. Woodson Foundation Grant

OK, it looks like it's too late to add to 5/15 so it will be on the June 5th meeting agenda.

-ann

From: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Date: Tuesday, May 9, 2023 at 10:21 AM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Subject: FW: Library awarded Margaret C. Woodson Foundation Grant

Hi Anna – I'm working on getting this added to the 5/15 agenda and will need a BA to attach. This is a grant to the library for $10,000 from the Margaret C. Woodson Foundation to support the Post Morgue Project to pay the temporary/PT staff who are scanning the items.

Thanks,
Ann

From: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>
Date: Monday, May 8, 2023 at 10:12 AM
To: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Cc: Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>, Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>, Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>, Nance, Pam <Pam.Nance@rowancountync.gov>
Subject: Library awarded Margaret C. Woodson Foundation Grant

Hi Ann,

The library has been notified we were awarded grant funding from the Margaret C. Woodson Foundation. The Foundation has awarded $10,000 to pay temporary staff working on the Salisbury Post Morgue Preservation Project pending completion of the Award Agreement Section of the application (blank copy attached).

The library will not complete/submit this section until authorized to do so

Thank you,
Melissa

2023 Woodson Foundation Grant Timeline
05/04/2023, Librarian Paul Birkhead received email notification of grant award subject to completion of Award Agreement Section.
02/06/2023, grant application and request to apply for Marget C. Woodson Foundation grant was approved by Commissioners. Consent Agenda, Item E.

From: Application Administrator [Do Not Reply] <fftcgrants@communityforce.com>
Sent: Thursday, May 4, 2023 3:37 PM
To: Birkhead, Paul J <Paul.Birkhead@rowancountync.gov>
Cc: jane.welch@rowancountync.gov; joyce.ervin@rowancountync.gov
Subject: Margaret C. Woodson Foundation Grant Program | Application Status Notification

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

Dear Paul,

I am pleased to share that your organization's 2023 Margaret C. Woodson Foundation Grant Program application has been selected for award. Congratulations on your successful proposal!

To learn more about your award, reporting requirements, and to accept/decline your award click here. Please see the following steps to complete your acceptance or decline:

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Please pay particular attention to the instructions included on the award agreement. It is important that you carefully review all terms and conditions attached to this award, which includes the completion of an evaluation report.

Congratulations again on your successful proposal and thank you for the important work you do in the community.

Sincerely,

Tiara Miles
Board & Grants Specialist
tmiles@fftc.org
704.973.4506

The contents of this email are intended for the named addressee(s) only. It contains information that may be confidential. If you received this email in error please email Application Administrator immediately and then kindly delete it. Unless you are the named addressee or an authorized designee, you may not use, copy or reproduce this email in any form or disclose it to another party.

Auto Save at 8:15 | Stop Auto Save

Award Agreement

Congratulations on your grant award from the Margaret C. Woodson Foundation! To learn more about your award, reporting requirements, and to accept or decline the grant please see the Important Information below.

*Project title (6 word max.)

Salisbury Post Morgue Preservation Project (SPMPP)

*Brief project summary (50 word max.)

Source

Digitizing the entire Salisbury Post morgue to ensure its preservation and organization while increasing usability and accessibility by the public, including historians, students, and genealogists. Bringing the morgue's contents, the unique archive includes 200 hand-drawn file cabinets of black and white clippings and photographs going back 100+ years.

Words: 45

Note: Special character "<" is not allowed.

Word count for this field needs to be greater than 1 and less than 50

*Additional award contingencies

Source

N/A

Words: 1

Note: Special character "<" is not allowed.

Award Amount:

2023 Margaret C. Woodson Foundation Grant Program Awarded On 05-03-2023 $10,000

***Post Grant Evaluation Final Report Due Date:**

February 9 2024

*Mailing address

201 W Fisher Street

Mailing address line 2

*Mailing city

Salisbury

*Mailing state

North Carolina

*Mailing zip

28144

Accepted Program Information

The following program has been approved for funding

Grant Terms

Grant funds are to be used only as stated in the following terms and conditions:

- This grant is being made for the specific project and / or components of the project outlined in the grant proposal. If any changes to the project are needed, contact Foundation staff to discuss amendments, reallocations, and to obtain approval to proceed prior to implementing any changes or expending any funds. If awarded general operating support, the funds must be used for the operations of the Grantee organization.
- Payment will be scheduled upon your acceptance of the grant, including agreement to all terms and / or conditions. Submittal of this award section signifies your acceptance. The deadline for this section is four weeks after the email notification of award. If this section is not completed within the time allowed, the grant will be forfeited.
- Grants are one year in duration. To the extent it is required and indicated in Conditions below, **the Grantee agrees to submit the online evaluation report describing the project and an explanation of how the funds were spent**. ***Failure to submit a complete evaluation report by the stated deadline may make the organization ineligible to receive a grant from the same program in future years.*** Based on annual reporting calendars with clients and volunteers, the evaluation report is due 9 months after the grant award date, unless otherwise stated. All grant recipients have one year to complete the grant and if funds are not expended when the report is submitted at 9 months, an additional report may be required. **Failure to submit follow up evaluation report(s) by the stated deadline(s) may make the organization ineligible to receive a grant from the same program in future years.**
- If the Grantee does not complete the funded project within one year, the Grantee must submit a written request for an extension. The Foundation will notify the Grantee of the decision regarding the extension.
- The Foundation reserves the right to conduct an independent evaluation of your project and a verification of grant expenditures. The Grantee agrees to provide the information necessary to complete such an evaluation. Failure to submit requested information in a timely fashion may obligate the Grantee to refund the grant.
- The Foundation recognizes grant circumstances may change over the life of a grant which will require you to either apply for a grant extension or reallocation. Should your project change in scope, please notify the Foundation as soon as possible with any reallocation requests. Please note, any reallocation request must be approved. Failure to notify The Foundation of reallocation request may result in forfeiting any or all funds.

The Foundation is not responsible for any actions of the Grantee, and furthermore, the Grantee agrees to indemnify, defend and hold harmless the Foundation, its agents and employees, and the Trustees/Board from any liability, loss, cost, injury, damage or other expense that may be incurred by the Grantee or claimed by any third person against it as a result of funding of the project or any action or non-action taken in connection with the project, only in the manner and to the extent provided by North Carolina law.

Grant Conditions

If you are required to submit additional information to meet contingencies listed above, please include attachments here.

Files must be uploaded in PDF format on 8.5" x 11" paper with a portrait orientation.

Browse...

Grant Award Information

In the event that grant payment must be sent through postal mail, please confirm the following mailing address:

*Can the above address be used to receive check payments sent through postal mail?

Select Option(s)

Yes No

Grant Acceptance

Please sign below indicating your organization's intended acceptance or decline of grant funds. Organizations intending to accept this award must complete this section or grant funds will be forfeited. Your acceptance of this grant includes agreement to all terms and/or conditions.

*Note: Accepting or declining your grant award is a two-step process. You must complete this section AND select the **Accept** or **Decline** button located in the upper-right corner of your dashboard.*

*Do you certify that the executive director accepts this grant and all terms and conditions as stated above?

Select Option(s)

Yes No

Should you need additional information, please contact David Snider at dsnider@ffc.org or 704.973.4528.

Submit Save Save & Return to Dashboard Return To Dashboard

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BA-11-493 - BOC 06-05 - Grant Agenda Item

Final Audit Report 2023-05-16

Created:	2023-05-16
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALwdcy5-XX6BH_Q7Brma7KznD8gmeC2c0

"BA-11-493 - BOC 06-05 - Grant Agenda Item" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-05-16 - 6:13:13 PM GMT- IP address: 24.123.188.14

Document emailed to melissa.oleen@rowancountync.gov for signature
2023-05-16 - 6:14:08 PM GMT

Email viewed by melissa.oleen@rowancountync.gov
2023-05-16 - 6:23:45 PM GMT- IP address: 104.47.58.254

Signer melissa.oleen@rowancountync.gov entered name at signing as Melissa J. Oleen
2023-05-16 - 6:24:33 PM GMT- IP address: 24.123.188.14

Document e-signed by Melissa J. Oleen (melissa.oleen@rowancountync.gov)
Signature Date: 2023-05-16 - 6:24:35 PM GMT - Time Source: server- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-05-16 - 6:24:37 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-05-16 - 6:40:21 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-05-16 - 6:40:21 PM GMT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: 04-26-23
SUBJECT: Revisions to Policy 9.1 Attendance and New Policy for Health and DSS Employees

---

Attached please find a revision to Policy 9.1 Attendance removing it from applying to The Health Department and The Department of Social Services. A new stand-alone Policy 9.1.B is also attached, which closely matches the current Policy 9.1, yet includes a revision that will allow the Director of Public Health and the Social Services Director to approve their employees working schedules and locations.

Please approve the two policies attached.

ATTACHMENTS:

Description	Upload Date	Type
Revised Policy	5/12/2023	Backup Material
New Policy	5/12/2023	Backup Material

Revised Policy 9.1.A Attendance (Non-DSS and Health Department Employees)

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors and employees of Health and Social Services	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Established Departmental Operating Hours
It is the policy of the County to establish normal departmental operating hours. This is the only way citizens can be assured access to all County services. With the exception of twenty-four (24) hour operations and those departments which are open on weekends and holidays, the normal office hours are typically from 8:00 a.m. to 5:00 p.m. Where the activities of a particular department permit other schedules, the Department Director and/or their designee may request and have approved by the County Manager, deviations from the norm.

C. Established Employee Working Schedules
1. Every employee, both non-exempt and exempt, shall have an established working schedule based on departmental needs as determined by the Department Director.
2. The normal workday for all full-time employees shall consist of eight (8) working hours plus a meal period. The normal workweek for full-time employees shall consist of forty (40) hours.
3. Employees are expected to adhere to their established working schedule and understand that unscheduled absences are detrimental to County operations and diminish the level of service provided to the citizens of the County.
4. The Department Director and/or their designee may, at their sole discretion, allow an employee to deviate from their established working schedule. However, no employee shall make these requests on a regular basis. For example, employees do not have an automatic right to come to work early and leave early, to work through an established meal period and leave work early, or to leave early and then complete work from home without the approval of the Department Director and/or their designee.
5. It shall be at the sole discretion of the Department Director and/or their designee to approve a request to make up time, and this should not be requested by an employee on a regular basis.
6. Employees are required to obtain prior approval from their Department Director and/or their designee prior to working overtime.

D. Meal Periods and Breaks
1. Meal Periods
    a) The normal meal period for full-time employees is usually one (1) hour but may vary from department to department. The length of meal periods for full-time employees should be at least thirty (30) minutes and should occur approximately half-way through the employee's workday. The time and

length of meal periods is at the sole discretion of the Department Director and/or their designee and shall be based on the needs of the department.

b) Employees are to be fully relieved of duty during the meal period.

2. Breaks
   a) When the workload permits, the County allows for two ten (10) minute work breaks daily. The work break is not an employee right under State law.
   b) Breaks are considered as time worked.
   c) Break time may not be accumulated.
   d) Pay will not be made in lieu of break periods.

E. Assigned Working Locations
   1. A Department Director and/or their designee may assign employees to work at any location depending upon the needs of the department. This shall include changing of assigned office space(s) or reporting location(s).
   2. Remote Work
      a) No employee at the County is authorized to have remote working schedules (either full-time or part-time) on an on-going basis without the approval of the County Manager; or unless approved as an accommodation or leave of absence.
      b) A Department Director and/or their designee may, at their sole discretion, authorize an employee to work remotely for a period of no more than five (5) working days for extenuating circumstances without the approval of the County Manager. Some examples of extenuating circumstances include, but are not limited to:
         1) sudden illness of an immediate family member where an employee may be home for the day, yet otherwise available to perform work;
         2) a personal emergency such as transportation issues where an employee is stranded at home, yet otherwise available to work;
         3) a personal reason that otherwise cannot be accomplished during normal working hours (for example: while waiting for a home utility repair);
         4) a purpose deemed necessary to continue County operations such as authorizing key personnel to work from home during an inclement weather closure.
      c) It is understood that certain positions at the County do not allow for the employee to work remotely due to the nature of their job responsibilities. For example, an employee assigned to greet and process clients at a help desk would not be able to complete those duties remotely. Therefore, there are certain positions whereby requests to work remotely, even for short periods of time, may be declined.

F. Requesting Time Off
   1. A Department Director and/or their designee is authorized to develop internal procedures for requesting time off of work and reporting absences.
   2. Depending upon departmental operations, staff workloads, and staff availability at certain times of the year, a Department Director and/or their designee may deny leave requests in order to maintain adequate staffing, departmental operations, and continuity of County services.

3. Employees are responsible for following their departmental procedures for requesting time off and recording absences. Requests for time off must be requested as far in advance as possible consistent with County and departmental policies and applicable law. It is the employee's responsibility to request leave, submit appropriate documentation, and verify the request has been approved.

G. Unscheduled Absences
   1. Unscheduled absences are defined as failure to report to work on a scheduled workday, or not working the entire workday due to tardiness or leaving early, without a written and approved time off request or without an approved leave of absence.
   2. Unscheduled absences due to a sudden illness require the use of sick time (unless the employee is on an approved leave of absence) in accordance with 6.3 Sick Time. Employees may not use vacation or compensatory time for this purpose.
   3. Unscheduled absences for personal emergencies:
      a) shall only be paid when unscheduled absences are not excessive and only with approval of the Department Director and/or their designee. If payment is approved, the employee shall use time in the following order:
         1) compensatory time or floating holiday;
         2) vacation time.
      b) Sick time shall not be used for personal emergencies.
   4. With the approval of the Human Resources Director, employees may be disciplined and have their pay docked for unscheduled absences (even when leave time is available and even when a doctor's note is provided) whenever such absences become excessive. Excessive absenteeism includes but is not limited to:
      a) any unscheduled absence (regardless of number) that causes a disruption to departmental operations;
      b) frequent unscheduled absences due to sudden illness without an approved leave of absence;
      c) frequent unscheduled absences for personal emergencies;
      d) unscheduled absences the day before or after a scheduled holiday, vacation, or personal day;
      e) unscheduled absences on a desirable day off, a specific day of the week, a weekend, or while on-call;
      f) unscheduled absences on a specific or unique workday, including in order to avoid an assignment or training;
      g) unscheduled absences on a day that was previously requested off and denied;
      h) unscheduled absences after a disagreement with a supervisor, co-worker, disciplinary action, or any other disagreeable action or situation;
      i) depletion of available leave balances (employees are expected to maintain adequate leave balances to cover any unplanned absences that may occur); and/or
      j) frequent tardiness to work or returning from meal periods/breaks.

H. Position Abandonment

   An employee who is absent for three (3) consecutive days without notification will be deemed to have voluntarily resigned their position because they are unavailable for

continued employment and will be terminated accordingly.

Approved 11-4-19

New Policy: 9.1.B Attendance (DSS and Health Department Employees)

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary		Employees of Sheriff's Office	
Directors and employees of Health and Social Services	✓	FT/PT Benefited Non-Probationary		Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary		Employees of Board of Elections Office	

B. Established Departmental Operating Hours
It is the policy of the County to establish normal departmental operating hours. This is the only way citizens can be assured access to all County services. With the exception of twenty-four (24) hour operations and those departments which are open on weekends and holidays, the normal office hours are typically from 8:00 a.m. to 5:00 p.m. Where the activities of a particular department permit other schedules, the Department Director and/or their designee may request and have approved by the County Manager, deviations from the norm.

C. Established Employee Working Schedules
1. Every employee, both non-exempt and exempt, shall have an established working schedule based on departmental needs as determined by the Department Director.
2. The normal workday for all full-time employees shall consist of eight (8) working hours plus a meal period unless otherwise approved by the Director. The normal workweek for full-time employees shall consist of forty (40) hours.
3. Employees are expected to adhere to their established working schedule and understand that unscheduled absences are detrimental to County operations and diminish the level of service provided to the citizens of the County.
4. The Department Director and/or their designee may, at their sole discretion, allow an employee to deviate from their established working schedule. However, no employee shall make these requests on a regular basis. For example, employees do not have an automatic right to come to work early and leave early, to work through an established meal period and leave work early, or to leave early and then complete work from home without the approval of the Department Director and/or their designee.
5. It shall be at the sole discretion of the Department Director and/or their designee to approve a request to make up time, and this should not be requested by an employee on a regular basis.
6. Employees are required to obtain prior approval from their Department Director and/or their designee prior to working overtime.

D. Meal Periods and Breaks
1. Meal Periods
   a) The normal meal period for full-time employees is usually one (1) hour but may vary based on the needs of the Department. The length of meal periods for full-time employees should be at least thirty (30) minutes and should occur approximately half-way through the employee's workday. The time and length

of meal periods is at the sole discretion of the Department Director and/or their designee and shall be based on the needs of the department.

b) Employees are to be fully relieved of duty during the meal period.

2. Breaks
   a) When the workload permits, the County allows for two ten (10) minute work breaks daily. The work break is not an employee right under State law.
   b) Breaks are considered as time worked.
   c) Break time may not be accumulated.
   d) Pay will not be made in lieu of break periods.

E. Assigned Working Locations
   1. The Department Director and/or their designee may assign employees to work at any location depending upon the needs of the department. This shall include changing of assigned office space(s) or reporting location(s).
   2. Remote Work
      a) No employee of the Health Departrment or Department of Social Services is authorized to have remote working schedules (either full-time or part-time) on an on-going basis without the approval of the Department Director; or unless approved as an accommodation or leave of absence.
      b) It is understood that certain positions at the County do not allow for the employee to work remotely due to the nature of their job responsibilities. For example, an employee assigned to greet and process clients at a help desk would not be able to complete those duties remotely. Therefore, there are certain positions whereby requests to work remotely, even for short periods of time, may be declined.

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1) compensatory time or floating holiday;
2) vacation time.

b) Sick time shall not be used for personal emergencies.

4. The Director may be discipline employees of their department and have their pay docked for unscheduled absences (even when leave time is available and even when a doctor's note is provided) whenever such absences become excessive. Excessive absenteeism includes but is not limited to:
   a) any unscheduled absence (regardless of number) that causes a disruption to departmental operations;
   b) frequent unscheduled absences due to sudden illness without an approved leave of absence;
   c) frequent unscheduled absences for personal emergencies;
   d) unscheduled absences the day before or after a scheduled holiday, vacation, or personal day;
   e) unscheduled absences on a desirable day off, a specific day of the week, a weekend, or while on-call;
   f) unscheduled absences on a specific or unique workday, including in order to avoid an assignment or training;
   g) unscheduled absences on a day that was previously requested off and denied;
   h) unscheduled absences after a disagreement with a supervisor, co-worker, disciplinary action, or any other disagreeable action or situation;
   i) depletion of available leave balances (employees are expected to maintain adequate leave balances to cover any unplanned absences that may occur);
   j) and/or frequent tardiness to work or returning from meal periods/breaks.

H. Position Abandonment

An employee who is absent for three (3) consecutive days without notification will be deemed to have voluntarily resigned their position because they are unavailable for continued employment and will be terminated accordingly.

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:	Jody Farrow-Bennett; Purchasing Director & Melissa Oleen; Library Services Director
DATE:	6/5/2023
SUBJECT:	Sole-Source Thomson Reuters

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Public Library uses Thomson Reuters to access the *General Statutes of North Carolina,* the North Carolina legal code. This is a collection of the statewide laws in force at the time of publication. Thomson Reuters is the sole source publisher for these publications, and updated releases for these titles cannot be obtained from any other source.

Board of Commissioners authorize the Purchasing Director to approve purchases through Thomson Reuters.

ATTACHMENTS:

Description	Upload Date	Type
Sole Source Letter	5/31/2023	Cover Memo

THOMSON REUTERS

Customer Service

May 12, 2023

ROWAN PUBLIC LIBRARY
PAM NANCE
201 W FISHER ST
SALISBURY NC 28144-4935

Account # 1000125970

Dear Jody,

This correspondence is being forwarded to your attention in response to your recent request for a written verification regarding Thomson Reuters as a sole source publisher.

The attached list of publications are kept up-to-date via subscribing to annual and/or periodic updated releases; published as information becomes available to Thomson Reuters. These publications are essential to an attorney's legal knowledge by having access to the most up-to-date legal material.

Thomson Reuters is the sole source publisher for these publications, and updated releases for these titles cannot be obtained from any other source.

For your assurance, this transaction is identified with Confirmation Number 14453597. Please refer to this number if you are inquiring about this transaction. Your business is appreciated.

Sincerely,

Tim McKnght

Customer Service

THOMSON REUTERS

List of Subscriptions on account 1000125970

WEST'S NC GENERAL STATUTES ANNO SUB

WEST'S NC LEGISLATIVE SERVICE DISCOUNTED SUB

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner, Finance Director
DATE:	06/05/2023
SUBJECT:	Surplus Vehicles & Equipment

The Finance Department has identified vehicles and equipment that need to be declared surplus property. Each department has confirmed that these items are to be disposed and cannot be used.

This recommendation is in accordance with G.S. §160A-270(c), G.S. §153A-176, and G.S. §160A-280, which relate to the declaration of surplus property, disposals, and donations of said items.

ATTACHMENTS

Exhibit A – FY2023 Surplus Vehicles/Equipment

The Finance Department requests the Board of Commissioners approve the following:

Approve all vehicles and equipment on Exhibit A to be declared as surplus property.

Approve items to be sold by electronic auction on GovDeals.com.

Approve disposal of items if they cannot be sold due to a safety hazard or if they do not sell on GovDeals.com.

*If hazardous, the items will be disposed at the Rowan County Landfill under the supervision of the Environmental Director.

*If not sold on GovDeals.com, then items would be donated to the Rowan County Rescue Squad to aid in training drills.

*All items not donated to the Rowan County Rescue Squad would be disposed at the Rowan County Landfill under the supervision of the Environmental Director.

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A - FY2023 Surplus Vehicles/Equipment	5/12/2023	Cover Memo

DEPT NAME	UNIT ID	VIN/Serial No.	YEAR	MAKE	MODEL	DEPT NAME
Airport	0105	1B4HS28N21F563958	2001	DODGE	DURANGO	Airport
Animal Svc	0701	1FTRX12W56FA39294	2006	FORD	F-150	Animal Svc
Animal Svc	0814	1FTYR15EX8PA35389	2008	FORD	RANGER	Animal Svc
Animal Svc	0920	1FTRX12W79KB41854	2009	FORD	F-150	Animal Svc
EMS	0546	1M2H145C9JM001311	1988	Mack	MC686FCS	EMS
EMS	0902	2B3KA43T59H519347	2009	Dodge	Charger	EMS
EMS	0810	1FMEU73E88UA79959	2008	FORD	EXPLORER	EMS
EMS	1321	1GD675CL6D1100348	2011	GMC	AMBULANCE	EMS
EMS	1320	1GD675CLXB1127114	2011	GMC	AMBULANCE	EMS
Health Dept	1501	1FAHP2MT2FG126316	2015	FORD	TAURUS	Health Dept
Health Dept	1504	1FAHP2MT3FG126311	2015	FORD	TAURUS	Health Dept
Landfill	9727	9BL02015			963 CATERPILLAR LOADER #9727	Landfill
Landfill	0222	1FV3GLBC8SL622739	1995	FREIGHTLINER	FL 60 Service Truck	Landfill
Landfill	1936	HF539		Terex	375E Compactor	Landfill
Landfill	9023	2GCEK14H4J1234234	1988	CHEV	1500	Landfill
Landfill	9218	6EM00451	1995	CAT	GC30 Forklift	Landfill
Landfill	9226	1B6MC3655TS642613	1996	DODG	3500	Landfill
Landfill	9314	1M2B209C9TM018246	1996	MACK	DM690S Roll Off	Landfill
Landfill	9805	743B50915497	1992	BOBCAT	Loader	Landfill
Library	9909	2FAFP73W4XX179529	1999	FORD	CROWN VIC	Library
Transit	86455	1FTDS3EL2BDA86455	2011	FORD	E350	Transit
Sheriff	0418	1GNEK13Z04R208744	2004	CHEV	TAHOE	Sheriff
Sheriff	0507	2FAFP71W64X175609	2004	FORD	CROWN VICT	Sheriff
Sheriff	0536	2FAHP71W15X134606	2005	FORD	CROWN VICT	Sheriff
Sheriff	0605	1GNEK13Z36R140622	2006	CHEV	TAHOE K150	Sheriff
Sheriff	0716	2B3KA43H17H690525	2007	DODGE	CHARGER	Sheriff
Sheriff	0803	1D7HU18P07J631100	2007	DODG	RAM TRUCK	Sheriff
Sheriff	0806	1FMFK16598LA15860	2008	FORD	EXPEDITION	Sheriff
Sheriff	0910	1FTSS34L99DA04854	2009	FORD	E-350	Sheriff
Sheriff	0912	1FTRW12WX8FA01680	2008	FORD	F-150	Sheriff
Sheriff	1105	2B3AA4CTXAH303932	2010	DODG	CHARGER	Sheriff
Sheriff	1207	6G1MK4U22CL623560	2012	CHEVROLET	CAPRICE	Sheriff
Sheriff	1210	6G1MK5U28CL623563	2012	CHEV	CAPRICE	Sheriff
Sheriff	1306	1FAHP2MT1DG196127	2013	FORD	TAURUS INT	Sheriff
Sheriff	1309	6G1MK5U29DL826317	2013	CHEV	CAPRICE	Sheriff
Sheriff	1310	6G1MK5U20DL826318	2013	CHEVROLET	CAPRICE	Sheriff
Sheriff	1312	6G1MK5U29DL826320	2013	CHEV	CAPRICE	Sheriff
Sheriff	1406	1FAHP2MK1EG129567	2014	FORD	TAURUS INT	Sheriff
Sheriff	1410	1FAHP2MK5EG129572	2014	FORD	TAURUS INT	Sheriff
Sheriff	1411	1FAHP2MK7EG129573	2014	FORD	TAURUS INT	Sheriff
Sheriff	1503	1FAHP2MT8FG124358	2015	FORD	TAURUS INT	Sheriff
Sheriff	1510	1FAHP2MT4FG126317	2015	FORD	TAURUS INT	Sheriff
Sheriff	1514	1FAHP2MT8FG124361	2015	FORD	TAURUS INT	Sheriff
Sheriff	1518	1FAHP2MT7FG126313	2015	FORD	TAURUS INT	Sheriff
Sheriff	1602	1FM5K8AT0GGB73621	2016	FORD	EXPLORER P	Sheriff
Sheriff	1607	1FM5K8AT7GGB73616	2016	FORD	EXPLORER P	Sheriff
Sheriff	1613	1FM5K8AT4GGB73623	2016	FORD	EXPLORER P	Sheriff
Sheriff	1707	1FM5K8AT6HGB34484	2017	FORD	EXPLORER P	Sheriff
Sheriff	1708	1FM5K8AT8HGB34485	2017	FORD	EXPLORER P	Sheriff
Sheriff	2010	1FM5K8AC7LGB86327	2020	FORD	EXPLORER P	Sheriff
Sheriff	9920	5A4JCVR12X2050078	1999	LOAD RITE	Dive 91 Trailer	Sheriff
Sheriff	0523	1GNEK13Z35R207881	2005	CHEVROLET	TAHOE	Sheriff

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:	Pamela Ealey, Planning Technician
DATE:	5/16/23
SUBJECT:	Schedule public hearing for two (2) driveways off of Marsh Campsite Road

---

MEMO TO:	Chairman Edds and the Rowan County Board of Commissioners
FROM:	Pamela Ealey, Planning Technician
RE:	Road Name Changes
DATE:	Tuesday, May 16, 2023

Road Name Change—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the June 19, 2023, County Commission meeting to consider and receive comment for the following road name requests:

1. Currently Known As: **N/A**
Proposed Name: ***Possum Hollow Rd***
Location: driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block
Property Owners: Crane Point, LLC
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

2. Currently Known As: **N/A**
Proposed Name: ***Cordell Cove Rd***
Location: driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
Property Owners: Crane Point, LLC
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Schedule a public hearing for June 19, 2023, for naming of two (2) driveways with no name that intersect with Marsh Campsite Road.

ATTACHMENTS:

Description	Upload Date	Type
Memo	5/16/2023	Cover Memo
Area Map	5/16/2023	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Office of Planning and Development
402 N. Main St, Ste 204, Salisbury NC 28144
[p] 704-216-8588 | [f] 704-216-7986
www.rowancountync.gov/planning

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Pamela Ealey, Planning Technician
RE: Road Name Changes
DATE: Tuesday, May 16, 2023

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the June 19, 2023, County Commission meeting to consider and receive comment for the following road name requests:

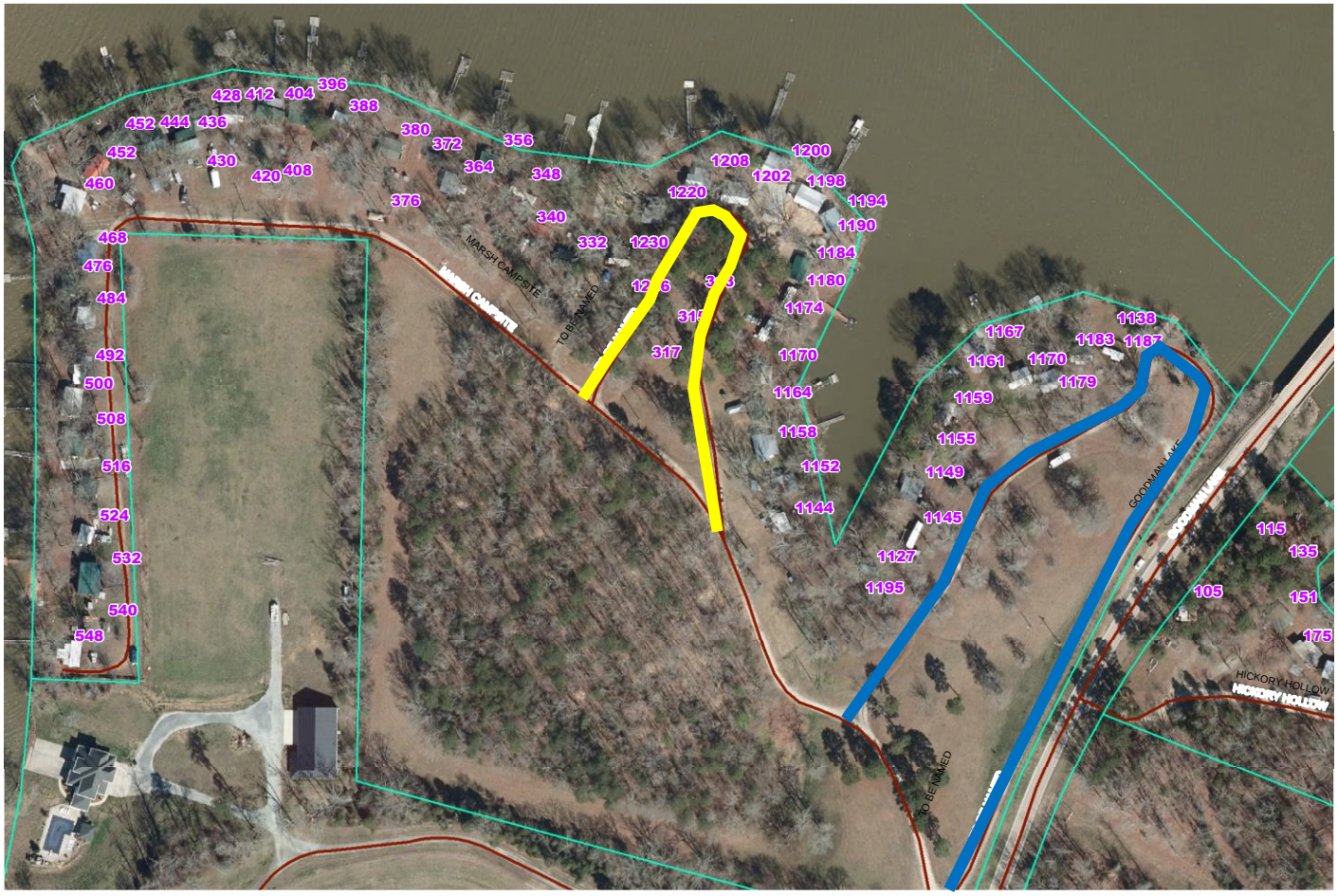
1. Currently Known As: **N/A**
   Proposed Name: ***Possum Hollow Rd***
   Location: driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block
   Property Owners: Crane Point, LLC
   Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

2. Currently Known As: **N/A**
   Proposed Name: ***Cordell Cove Rd***
   Location: driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
   Property Owners: Crane Point, LLC
   Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Crane Point Campground 614-002

Roads to Name:	**Yellow**	**Blue**
Currently Known As:	**N/A**	**N/A**
Proposed Name:	***Possum Hollow Rd***	***Cordell Cove Rd***
Location:	driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block	driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
Property Owners:	Crane Point, LLC	Crane Point, LLC

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Valerie Steele, Airport & Transit Director
DATE:	5/17/2023
SUBJECT:	Hangar Rental Rates FY2024

Mid-Carolina Regions Airport is comprised of various types and sizes of hangars which are leased under different terms. The recent Rate Study completed by AMCG showed a need for correative action in order continue to meet grant assurances. The percentage change needed varied as some hangars are currently being rented closer to the market value they should be at than others. The approved increase at the last BOC meeting for FY2024 rates was 50%. Attached is a rent increase spreadsheet showing the FY2024 rental rates for hangars and the precentage increase reflected 2024. The hangars marked with an astrick will need additional increases(s) with future renewals. Ground leased hangars are not included.

Approve the rates as shown for implementation effective July 1, 2023.

ATTACHMENTS:

Description	Upload Date	Type
T-Hangar Annual Rent FY2024	5/22/2023	Exhibit
Other Hangar Rent FY2024	5/22/2023	Exhibit

Rent Increase FY24						
Identification	Component	Size (sf)	Current Rent pu/mo	Implementation Plan 7/1/2023	% INCREASE	
Hangar 1	Open Faced	1,580	$174	$261	50%	*
Hangar 2		1,394	$153	$230	50%	*
Hangar 3		1,394	$153	$230	50%	*
Hangar 4		1,394	$153	$230	50%	*
Hangar 5		1,836	$201	$302	50%	*
Hangar 6		2,057	$226	$339	50%	*
Hangar 7		1,638	$181	$272	50%	*
Hangar 8		1,638	$181	$272	50%	*
Hangar 9		1,804	$198	$297	50%	*
Hangar 10		2,310	$174	$261	50%	*
Hangar 11		2,783	$305	$458	50%	*
Hangar 12a/12b		2,539	$278	$417	50%	*
Hangar 13a/13b		2,530	$278	$417	50%	*
Hangar 14a/14b		2,530	$278	$417	50%	*
Hangar 15		2,530	$278	$417	50%	*
Hangar 16a/16b		2,530	$278	$417	50%	*
Hangar 17		2,475	$272	$408	50%	*
Hangar 22		1,280	$142	$213	50%	*
Hangar 23		1,280	$142	$213	50%	*
Hangar 24		1,280	$142	$213	50%	*
Hangar 25		1,280	$142	$213	50%	*
Hangar 26		1,280	$142	$213	50%	*
Hangar 27		1,280	$142	$213	50%	*
Hangar 40	Medium T-Hangar	1,085	$279	$407	46%	
	Storage	169				
Hangar 41	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 42	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 43	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 44	Medium T-Hangar	1,085	$289	$434	50%	*
	Storage	391				
Hangar 45	Medium T-Hangar	1,085	$279	$407	46%	
	Storage	169				
Hangar 46	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 47	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 48	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 49	Medium T-Hangar	1,085	$303	$434	44%	
	Storage	391				
Hangar 51	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 53	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 54	Medium T-Hangar	1,085	$289	$434	50%	*
	Storage	391				
Hangar 55	Medium T-Hangar	1,085	$279	$407	46%	
	Storage	169				
Hangar 56	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 57	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 58	Medium T-Hangar	1,085	$263	$345	31%	
Hangar 60	Large T-Hangar	1,452	$315	$473	50%	*
	Storage	233				
Hangar 61	Large T-Hangar	1,452	$289	$434	50%	*
Hangar 62	Large T-Hangar	1,452	$289	$434	50%	*
Hangar 63	Large T-Hangar	1,452	$289	$434	50%	*
Hangar 64	Large T-Hangar	1,452	$342	$513	50%	*
	Storage	523				*
Hangar 65	Large T-Hangar	1,452	$315	$473	50%	*
	Storage	233				*
Hangar 66	Large T-Hangar	1,452	$289	$434	50%	*
Hangar 67	Large T-Hangar	1,452	$289	$434	50%	*
Hangar 68	Large T-Hangar	1,476	$289	$434	50%	*
Hangar 69	Large T-Hangar	1,452	$342	$513	50%	*
	Storage	523				*

Rent Increase FY24					
Identification	Component	Size (sf)	Current Rent pu/mo	Implementation Plan 7/1/2023	% INCREASE
Hangar 18, 19, 21 (Avionics)		3,648	**Next Renewal 2029**		
Hangar 20 (SHP)		3,648	**Hangar Expansion Project**		
Hangar 28 (Boss Aviation)		7,750	**Next Renewal 2025**		
Hangar 29 (CJT)	Community Hangar	10,000	**Next Renewal 2025**		
	Office	4,200			
Hangar 33 (RBS)	Community Hangar	15,000	**Next Renewal 2025**		
	Office	4,200			
Hangar 34 (Community) 15,000sqft	Carolina Avionics		$903.00	$1,350.00	50%
	TFT		$1,453.88	$2,180.00	50%
	SHP (tentative)			$1,350.00	
	Med Trans		$1,650.00	$2,475.00	50%
	Office	120			

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:	Sarah Pack, Clerk to the Board
DATE:	6/5/23
SUBJECT:	Consider Approval of the Minutes 5/15/23

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes	5/26/2023	Cover Memo

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

Aaron Church, County Manager
Sarah Pack, 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 March 15, 2023 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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PRESENT:
Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey, Commissioner
Judy Klusman, Commissioner (exited where noted)

ABSENT:
Craig Pierce, Commissioner

County Manager Aaron Church, Clerk to the Board Sarah Pack, and Finance Director Anna Bumgarner were also present. County Attorney Jay Dees was absent.

Call to Order

Chairman Edds called the meeting to order at 6:00 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

Consider Additions to the Agenda

There were no additions to the agenda.

Consider Deletions From the Agenda

There were no deletions from the agenda.

Consider Approval of the Agenda

On motion of Klusman, seconded by Greene, the Board voted 4-0 to approve the agenda as presented.

Chairman Edds recognized audience members in attendance who are part of a County-led leadership development program.

Consider Approval of the Consent Agenda

On motion of Klusman, seconded by Greene, the Board voted 4-0 to approve the Consent Agenda as presented, as follows:

A. GRANT POLICY: American Rescue Plan Act policies for Eligible Use & Allowable Costs

B. *North Carolina Administrative Office of the Courts – Memorandum of Agreement - WAVE*
C. *GRANT APPLICATION: Rowan Wild Request to Apply to North Carolina Science Museum grant*
D. *Consider Approval of the Minutes - 5/1/23*
E. *Federal Aviation Administration Lease for Remote Transmitter Receiver Equipment*
F. *Rowan County Health Department - Environmental Health Audit*
G. *Tax Refunds for Approval*
H. *GRANT AGREEMENT: Accept funding for Rowan Public Library from the Blanche & Julian Robertson Foundation*
I. *Award Taxiway Rehab Project - J.T. Russell & Sons, Incorporated*
J. *Schedule Public Hearing for Fiscal Year 2023-24 Proposed Budget*
K. *GRANT APPLICATION: Sheriff's Office to Apply to Fiscal Year 2023 Second Chance Act Grant (Department of Justice)*
L. *Budget Amendments, as follows:*

Finance	*To transfer money to cover Cost per Copy program through fiscal year end*	*$1,910*
Animal Services	*To recognize donated funds and increase Animal Control Supplies account*	*$776*
Animal Services	*To recognize donated funds and increase Janitorial Supplies account*	*$645*
Health	*To increase revenue budget and medical supplies to purchase vaccines*	*$21,000*
Health	*To increase budget for Child Health*	*$28,615*
Library	*To recognize Robertson grant*	*$30,000*
Health	*To align budget with actual awarded funding from Smart Start grant*	*$33,065*
Parks	*To recognize increase in revenue and expenses in Hurley Concessions*	*$10,000*

M. *Sole-Source Inclusion Solutions - ISDC*
N. *Wellpath – Amendment # 2 (Contract 22030)*
O. *Randolph & Sons Builders Incorporated – Woodleaf Park – Contract Approval (Missing A201-2017 form)*

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Special Recognitions

Commissioner Caskey recognized William "Wild Bill" Albert Corriher, Junior, for his dedicated service to Rowan County, and presented him with a proclamation. Each commissioner thanked Wild Bill for his service.

On motion of Caskey, seconded by Greene, the Board voted 4-0 to approve a Proclamation Recognizing the Service of William "Wild Bill" Albert Corrher, Jr., as follows:

Proclamation Recognizing the Service of William "Wild Bill" Albert Corriher, Jr.

Whereas, William "Wild Bill" Albert Corriher, Jr., a lifetime resident of Rowan County, was born May 18th 1929 in China Grove, North Carolina, and has farmed in Rowan County for most of his life; and

Whereas, Wild Bill served in the United States Army from 1955 to 1957 and was stationed at Fort Jackson, South Carolina, and Fort Myers, Virginia; and

Whereas, Wild Bill is currently the longest-serving American Legion Commander in the state of North Carolina, serving as the Commander of Freeze-Seymour American Legion Post 185 in China Grove since 1979; and

Whereas, Wild Bill has been a strong supporter of the South Rowan Junior Reserve Officers' Training Corps (JROTC) and the Future Farmers of America (FFA) programs, including organizing and supporting the South Rowan JROTC banquet since the early 1980s; and

Whereas, upon finding out the nationwide JROTC program was being discontinued in 1990, Wild Bill was the driving force behind lobbying the United States Congress to save the program; and

Whereas, understanding the importance of the JROTC program to the development of our future military leaders, Wild Bill founded the Wild Bill JROTC scholarship in 1990, which provides funding to well deserving JROTC students, and has raised over $100,000.00 for this fund.

Now, Therefore, be it proclaimed that the Rowan County Board of Commissioners give sincere thanks for Wild Bill's service and sacrifice to our nation, our county, and our youth.

Vice-Chairman Greene recognized retiring President and Chief Executive Officer of Nazareth Child and Family Connection, Vernon Walters, for his outstanding community contributions and presented him with a proclamation.

On motion of Greene, seconded by Edds, the Board voted 4-0 to approve a Proclamation Recognizing Vernon Walters for Outstanding Community Contributions, as follows:

Proclamation Recognizing Vernon Walters for Outstanding Community Contributions

WHEREAS, The Rowan County Board of Commissioners wishes to celebrate outstanding community members and their accomplishments and considers Vernon Walters to be a valued community member worthy of recognition; and

WHEREAS, Vernon Walters has committed his life to serving the community in order to help shape the lives of young people in Rowan County and surrounding areas and has worked to increase the services and continuum of care provided to the community; and

WHEREAS, Vernon Walters has served as the President and Chief Executive Officer of the American Children's Home, the Executive Director of Sipe's Orchard Home for Boys, and most recently was the President and Chief Executive Officer of Nazareth Child and Family Connection, based in Rockwell, North Carolina, for twenty-four years; and

WHEREAS, Vernon Walters has provided the leadership to include Residential Level II services, Day Treatment services, and Mental Health and Substance Abuse counseling in the agency's array of services and has opened locations in Salisbury, Albemarle, and Lexington, and established the infrastructure needed to ensure Nazareth obtained and maintains accreditation through the Council on Accreditation; and

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WHEREAS, Nazareth Child and Family Connection was founded in 1906 and currently provides for forty to fifty residents at any given time, sheltering young people, teaching life skills, and helping youth to develop into successful contributing members of society; and

WHEREAS, the mission statement of Nazareth Child and Family Connection is "to provide the highest quality of services with a commitment to excellence while empowering youth and families in developing solutions that ensure successful outcomes," and Vernon Walters wholly embodies that mission.

NOW THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners recognizes the outstanding community service provided by Vernon Walters throughout his career, not only in Rowan County but across the State of North Carolina, and urges all citizens to join in congratulating Vernon Walters on an outstanding career with Nazareth Child and Family Connection. Your work is appreciated by the community, and the Board of Commissioners thanks you for your dedicated service and wishes you a joyful retirement.

Chairman Edds recognized Emergency Services in honor of Emergency Medical Services Week and for achieving 911 Communications Center of the Year, and presented Chief Allen Cress and other representatives from Emergency Services with two proclamations, as follows:

On motion of Edds, seconded by Klusman, the Board voted 4-0 to approve a Proclamation Recognizing May 21-27, 2023, as Emergency Medical Services Week, and a Proclamation Recognizing the Rowan County 911 Communication Center as 2023 Communication Center of the Year, as follows:

PROCLAMATION Recognizing May 21-27, 2023, as Emergency Medical Services Week

WHEREAS, emergency medical services are a vital public service and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim the week of May 21-27, 2023, as EMERGENCY MEDICAL SERVICES WEEK with the EMS Strong theme, THIS IS EMS: Caring for Our Communities, and

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encourages the community to observe this week with appropriate programs, ceremonies, and activities.

PROCLAMATION RECOGNIZING THE
ROWAN COUNTY 911 COMMUNICATION CENTER
AS 2023 COMMUNICATION CENTER OF THE YEAR

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property, and

WHEREAS, the ROWAN COUNTY 911 COMMUNICATION CENTER is the single vital link between first responders and persons seeking immediate relief during an emergency; and

WHEREAS, the dispatchers in the ROWAN COUNTY 911 COMMUNICATION CENTER are tasked with not only assessing critical and emergency situations, but efficiently dispatching the appropriate response to each caller's need; and

WHEREAS, the ROWAN COUNTY 911 COMMUNICATION CENTER contributes substantially to the mitigation of crime, apprehension of criminals, suppression of fires, and overall safety and welfare of our community by responding to 25,319 Emergency Medical Services calls, 26,851 fire calls, and 149,925 law enforcement calls in 2022; and

WHEREAS, the Rowan County Board of Commissioners is committed to celebrating and honoring the men and women whose diligence and professionalism keep our county and citizens safe, and would like to thank the dispatchers and other staff in the 911 COMMUNICATION CENTER for their unwavering dedication to the safety of the community.

NOW THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners would like to congratulate and recognize the ROWAN COUNTY 911 COMMUNICATION CENTER dispatchers and staff for being awarded the 2023 COMMUNICATIONS CENTER OF THE YEAR award from the North Carolina Chapter of the National Emergency Number Association.

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Commissioner Klusman recognized Chaplain Michael Taylor and presented him with a proclamation to establish May as Shield-A-Badge with Prayer Awareness Month.

On motion of Klusman, seconded by Edds, the Board voted 4-0 to approve a Proclamation to Establish May as Shield-A-Badge with Prayer Awareness Month, as follows:

PROCLAMATION
TO ESTABLISH MAY AS
SHIELD-A-BADGE WITH PRAYER AWARENESS MONTH

WHEREAS, the Shield-A-Badge With Prayer program works to affirm the commitment of Rowan County Law Enforcement Officers and encourages citizen awareness and appreciation for these officers; and

WHEREAS, the program invites citizens to commit to pray for an officer every day for one year and to send birthday cards and notes of thanks to these officers; and

WHEREAS, through the generosity of individuals, businesses and churches that have donated services and fundraisers, 10,500 Bibles, 4,000 Shield-A-Badge

Bible Promise Books and 11,200 New Testaments have been purchased to be given away; and

WHEREAS, the Shield-A-Badge With Prayer program began in 1995 in Rowan County, by Chaplain Michael Taylor and has begun to expand statewide, reaching out to other counties, municipalities, colleges, hospitals, correctional facilities, 911 communicators, probations officers, animal control officers, state highway patrol troopers, fire departments, Clerk of Court employees, magistrates, judges, District Attorney's Office, County Commissioners, sheriffs, First Responders, Emergency Medical Services and attorneys; and

WHEREAS, through the dedication and travels of Chaplain Taylor, counties from across the state are receiving encouragement and training for chaplains.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby establish the month of May as Shield-A-Badge With Prayer Awareness Month.

Chairman Edds recognized the Sheriff's Office in honor of Law Enforcement Week and presented Sheriff Travis Allen and representatives of the Sheriff's Office with a proclamation for Law Enforcement week.

On motion of Edds, seconded by Klusman, the Board voted 4-0 to approve a Proclamation for Law Enforcement Week, as follows:

PROCLAMATION
LAW ENFORCEMENT WEEK

WHEREAS, in 1962, President John F. Kennedy signed a Presidential Proclamation that set aside May 15th as National Peace Officers' Memorial Day and the week of May 15-21 as National Police Week; and

WHEREAS, the members of all the law enforcements agencies in Rowan County play an essential role in safeguarding the rights and freedoms of all our citizens; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agencies; and

WHEREAS, members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, law enforcement officers, past and present, have faithfully and loyally rendered a dedicated service to this County and have established for themselves an enviable and enduring reputation to preserving the rights and security of all citizens.

THEREFORE, BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby proclaim May 15-21, 2023 as LAW ENFORCEMENT WEEK.

NOW, THEREFORE BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners calls upon all citizens of Rowan County to observe May 17, 2023 as PEACE OFFICERS' MEMORIAL DAY in honor of those law enforcement officers who, through their courageous deeds, have made

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the ultimate sacrifice in service to their community, or, have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Public Comment

Chairman Edds opened the floor for public comment and closed it after everyone wishing to speak had done so.

Kenny Hardin, 167 Willow Road, Salisbury, said he is disappointed with some things that have occurred at the West End Plaza. He is a disabled veteran and has served his community for 30 years. He is an advocate for veterans and his community. He has only accepted two awards, given by veterans. He has opened a successful Veterans Service Center at West End Plaza. There is countywide, countrywide, and worldwide recognition of the Center. The mission is to create a safe space for veterans that may have mental health challenges or concerns. That safe space has been violated. There seem to be inappropriate things happening at the West End Plaza (Attachment A). He feels discredited by the County.

Cleo Jordan, 1701 Statesville Boulevard, Salisbury, said he is a disabled Vietnam veteran suffering several health challenges. The best therapy that he has found is the Veterans Social Center. He can mingle with likeminded individuals. He is a volunteer at the Center. He has struggled receiving assistance through the Veterans Services Offices. He felt "bad vibes" and did not return. There are homeless people in and outside of the mall who may not be behaving appropriately. There is little to no security at West End Plaza.

Bernie Sahadi, 2034 Chantilly Lane, Salisbury, said he has lived in Rowan County for eight years. He is the president of the Rowan County Veterans Council. He was disturbed about the allegations at West End Plaza. He has found Veterans Services staff to be eager to help. His disagrees with allegations made. He invited the Board to ask any questions they have about the Veterans Services Office. He said the Veterans Services Director is valuable. He thanked the Veterans Service Office for their assistance.

Thomas Pierce, 414 Hidden Creek Circle, Salisbury, is a veteran who volunteers at the Veterans Service Center. He experienced a conflict with a staff member at the Center. He described an incident where he baked a cake for a staff member and was treated poorly as a result.

Carolyn Logan, PO Box 426, East Spencer, volunteers at the Veterans Social Center. She observed Mr. Pierce after his incident at the Veterans Service Office. People are not getting help for claims and staff members have been rude. There have been inappropriate incidents observed at the mall. She said veterans deserve better. If veterans are being mistreated or humiliated, someone needs to step up and do something about it. If work isn't put behind speech, the speech is hypocritical.

Aviation Management Consulting Group (AMCG)

Valerie Steele, Airport and Transit Director, said Aviation Management Consulting Group (AMCG) was contracted to complete an Airport Assessment, Aeronautical Rent Study,

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Aeronautical Fee Study, and assist in the development of Primary Management and Compliance Documents (Rules and Regulations and Minimum Standards) and updated Airport Advisory Board Bylaws.

Over the past sixteen months (16) AMCG and internal and external Stakeholders have reviewed drafts of the PMCD documents and provided input. The review process included tenant and advisory board meetings as well as an online portal created to anonymously collect feedback. Each comment received was documented and responded to appropriately. The Airport Rent Study showed rent to be 143% lower than it should be. The Airport should be independently financially responsible. She suggested a 50% increase in rent fees through the first year. Annual leases generally renew without being presented to the Board each time. There has not been a rate increase in five years, possibly over ten years. Costs have increased and Rowan County is changing. Demand for the airport is high and supports this rent increase.

Chairman Edds said he is happy to see an in-depth official study of the airport. He explained the rent increases to bring the airport to market rate provided in a handout by Ms. Steele (Attachment B).

Commissioner Caskey said he supported this study and the process.

Vice-Chairman Greene asked how many years it will take to implement the contracts at the airport. Ms. Steele said some automatically renew while some could take three to five years. There is one that would not be able to be adjusted for over twenty years. The implementation will be monitored and adjustments to the rental rates will be modified as needed. There is currently a two-year waitlist for hangars.

Commissioner Klusman asked how rates compare to surrounding counties. Ms. Steele said Rowan County is comparatively extremely low. The airport facility is unique and there are many upcoming projects. If more funding is allocated to the airport, additional expansions could be constructed.

On motion of Edds, seconded by Klusman, the Board voted 4-0 to approve the proposed new rental rates and airport fees for implementation beginning July 1, 2023.

Chairman Edds asked for clarification regarding additional approvals needed. Ms. Steele said all documents have been posted publicly and have been commented on. All comments have been addressed. There was an extensive meeting process to develop these documents. Ms. Steele clarified language in the ground lease that was approved in a previous meeting.

Chairman Edds said usually people only own one airplane at a time. He has had inquiries about hangar status if a person sells an airplane and is in the market for a new plane, but does not want to lose the hangar space. Ms. Steele explained related permits and several challenges the airport has faced in the past. Increasing the rent may help with the waitlist and filling hangars that do not have a plane.

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On motion of Edds, seconded by Klusman, the Board voted 4-0 to approve and adopt the proposed Rules and Regulations, Minimum Standards, Advisory Board Bylaws, and associated forms.

Public Hearing – Road Name Change to Dogwood and Ray Drives

Pamela Ealey, Planning Technician, said the following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on May 15, 2023, to consider and receive comment for the following road name requests:

1. Currently Known As: **Dogwood Dr.**
   Proposed Name: ***Dogwood Estates Dr.***
   Location: road that connects to W NC 152 Hwy in the 3200 block in China Grove, NC
   Property Owners: Samuel Melendez ETAL, Michael Gagnier, Courtney Alley, James Rowland, Areyanna Hamrick, Sandi Zorrilla, Shane & Julianna Bledsoe, Angelia Christy, Dwayne Crouch, Peggy Bowlin ETAL, Ronnie Beam Heirs, Jeremy & Angela Good, Holly Childers, John & Linda Carr, Jacob Kramer, and Corriher Water Service
   Reason for Change: in conversion to NG911 this area was flagged on a report from NG911 as a potential safety risk due to many addressing issues, including road name duplication in other areas of the county.

2. Currently Known As: **Ray Dr.**
   Proposed Name: ***Ray Estates Dr.***
   Location: road that connects to Dogwood Dr in the 100 block
   Property Owners: Harry & Judy Ferguson, Hannah Gagnier, Michael & Kelly DeJesus, Sheena Nowlin, Zeleana Bernal, Christopher Giddings, Evon Pleasants, Richard & Joan Shuster, Timothy Ervin, Carolyn Crouch, Robert Brundage, and Erik & Anglia Culbertson
   Reason for Change: in conversion to NG911 this area was flagged on a report from NG911 as a potential safety risk due to many addressing issues, including road name duplication in other areas of the county.

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Chairman Edds asked how the Planning Department determined which Dogwood Drive to change. Ms. Ealey said the road had to be renumbered anyways, so the department is trying to be proactive.

Emergency Services Chief Allen Cress explained Next Generation 911 and how cellphone users can be located. He explained the numbering issue on the Dogwood Drive in question. The problem likely began with the Post Office.

Assistant County Manager/Chief Information Officer Randy Cress explained the meeting process with the APA. This particular neighborhood was one of the worst numbered in the county. The review process was followed. Any appeals were addressed with citizens.

Ms. Ealey said by the end of the community meeting, most citizens understood the need for the update.

At 7:18 p.m. Chairman Edds opened the public hearing and closed it after no one wished to speak.

On motion of Greene, seconded by Caskey, the Board voted 4-0 to approve the road name changes for Dogwood Drive and Ray Drive as presented.

Consider Family Subdivision Waiver FSW 02-23

Aaron Poplin, Planning Technician, said Bradley Childers is requesting a family subdivision waiver to allow for a fourth new lot in the existing family subdivision off of Gray Barn Ln, further referenced as Rowan County Tax Parcel 248 222. Bradley Childers plans to receive a new lot from the property owned by his Stepfather.

Mr. Poplin showed aerial photographs of the site. This lot was created in 2001 when Robert Bostian divided his land and gave three lots to his sons, Robert, Windell, and Randy. Since this division three of the four lots have stayed inside the family. The lot that was sold outside the family does not access off of Grey Barn Ln.

The family subdivision waiver process provides the Board of Commissioners (BoC) an option to consider relaxing one or more of the family subdivision requirements in a legislative process rather than quasi-judicial (variance through the Board of Adjustment) when undue hardship may result from strict compliance. Traditionally, the BoC have considered waivers for families seeking more than three (3) new lots, or conveyance to family members outside the "immediate family". Requests are considered based on the below four (4) criteria with a simple majority needed to approve or deny.

In accordance with Section 22-54 of the Subdivision Ordinance, the BoC Should Consider the following (4) criteria and ensure the waiver "shall not be detrimental to the county and the area surrounding the subdivision." Planning staff provided the following comments:

- Nature of the proposed subdivision: The proposed subdivision is a family subdivision resulting in one (1) new parcel, for a total of five (5) parcels.
- Existing use of the land in the vicinity: The surrounding land uses are residential and agricultural.
- Number of persons to reside or work in the proposed subdivision: Each lot will be deeded as follows:
  - Lot 1. Windell Bostian
  - Lot 2. Robert K Bostian.
  - Lot 3. Karry Bostian
  - Lot 4. Hollie Henriksen.
  - Lot 5. Bradley Childers
- Probable effect of the proposed subdivision upon traffic conditions in the vicinity: Traffic count information provided by NCDOT's Comprehensive Transportation Plan (CTP) estimates a carrying capacity of 13,100 average vehicles per day for this

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section of Unity Church Rd. The most recent traffic count estimates from 2016 tallied 1600 average daily trips.

At 7:21 p.m. Commissioner Klusman exited the meeting without being excused.

This waiver process was established to give the BoC the ability to waive certain requirements of the family subdivision standards in special situations. The subdivision ordinance allows for up to three new lots to be conveyed in a family subdivision administratively, which generally addresses most circumstances in the county. Historically the BoC has only received a handful of requests for large families, but the waiver process gives the BoC an opportunity to consider potential impacts and conditions of approval, if warranted.

On motion of Edds, seconded by Greene, the Board voted 3-0 to approve FSW 02-23.

Consider Permit to Exceed PE 02-23

Aaron Poplin, Planning Technician, said Francisco Castro is requesting a Permit to Exceed for an event on May 20th, 2023, at 760 Oak Mountain Road in Salisbury from 11:00 a.m. to 11:00 p.m. The applicant expects the event to attract around 150 people. This event will feature live music and bull riding. Some food may be provided from food trucks. Mr. Poplin showed aerial photographs of the site and surrounding area, as well as a hand drawn rendering of the site.

The applicant hosted a similar event on the property back on May 8th, 2021, receiving a permit to exceed (PE 02-21). Since PE 02-21 there have been other bull riding events that have taken place on the property without permits to exceed. At a recent event held on March 26th the event received noise complaints. The noise complaints prompted the owners to seek a permit to exceed for this event in an effort to get in compliance with county ordinances.

According to Section 14-10 of the Noise Ordinance, "It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public. Mr. Poplin reviewed the Application.

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application Finding: Planning Staff received this application on March 30th well in advance for consideration on May 15th.
2. The nature of the requested activity Finding: This is an event that will feature bull riding and live music.

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3. Previous experience with the applicant. Finding: Staff has worked with this applicant on one prior permit to exceed.
4. The time of the event. Finding: The event will begin on Saturday May 20th at 11:00am, and end at 11:00pm the same day.
5. Other activities in the vicinity of the proposed event. Finding: This is the same day as the Cheerwine festival. This event will take place approximately 10 miles from the Cheerwine festival in downtown Salisbury.
6. Frequency of the event. Finding: The applicant intends to host more events of a similar nature at this property. Any proposed future events will need separate consideration.
7. Cultural or social benefits of the proposed event. Finding: The applicant expects to attract an estimated 150 people.
8. The effect of the activity on any adjacent residential area. Finding: see attached map of area properties.
9. Previous violations, if any, by the applicant. Finding: There have been no zoning violations on this property, but there have been past noise complaints.
10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners. Finding: The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on May 3rd regarding this application (12 days' notice before the BOC meeting and over two weeks before the event).

The applicant's goal is to have more events at this location in the future. This request is only concerning the event proposed for May 20th. Future event(s) will need their own consideration and may need to be considered under a different process than the permit to exceed.

Francisco Castro said there are not many Hispanic or Latino focused events in the area. He would like to use this land to promote events. This is a personal event to get promoters to acknowledge the property and events.

Chairman Edds asked about a recent event. Mr. Castro said the event had a promoter and a neighbor further away made a noise complaint.

Chairman Edds said there have been other issues with entertainment type venues. He asked what time the noise complaint was. Mr. Castro said he was not present but he thought the complaint was around 8:00 p.m. Mr. Poplin said the first complaint was at 7:00 p.m. and the second was at 9:00 p.m. for the same event.

Chairman Edds asked Mr. Castro if he would consider a 9:00 p.m. finishing time and Mr. Castro said yes. They try to respect noise requests. Chairman Edds said compromise is a good thing. If the applicant could cut off the event at 9:00 p.m. it would be positive.

Vice-Chairman Greene asked Mr. Castro to be mindful of the amplified sound. Sound travels easily. Even with a permit, the event must abide by the amplified sound ordinance. He advised Mr. Castro to install additional fencing for bulls. Mr. Castro said it's a slow process, but they are working on it.

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Commissioner Caskey asked if there is music or just an announcer. Mr. Castro said there will be both, including local bands.

At 7:36 Chairman Edds opened the floor for public comment.

Sheriff Allen said he is concerned that alcohol will be sold. Mr. Castro said outside beverages can be brought as it is an "open-cooler" event. He is in the process of applying for an alcohol license.

Hearing no further comments, Chairman Edds closed the floor for public comment at 7:37 p.m.

On motion of Caskey seconded by Greene, the Board voted 3-0 to approve PE 02-23.

Chairman Edds reminded the applicant to take safety precautions for this event.

Public Hearing and Findings Resolution for Installment Financing – Airport Hangars

Anna Bumgarner, Finance Director, said on April 3, 2023, the County held a public hearing and approved a findings resolution related to the installment financing of the airport hangar project. On April 27, 2023, the County received bids for the construction of the hangars and prices were higher than the current estimates therefore the public hearing and findings resolution need to be held and approved again. The application for financing was submitted to the LGC on May 2, 2023. Public Notice was given for the public hearing on May 4, 2023, and May 7, 2023.

Total cost of the project is approximately $21,438,000. The County has $3 million in State Capital Infrastructure Funds (SCIF) and $1 million in County Funding for the project. Total cost to be financed is $17,438,000.

At 7:38 p.m. Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

On motion of Edds, seconded by Caskey, the Board voted 3-0 to approve a Resolution Authorizing the Filing of an Application for Approval of an Installment Financing Contract Authorized by North Carolina General Statutes §160A-20 and Making Certain Findings Required by North Carolina General Statutes §159-151.

Award New Corporate and Box Hangars Project

Anna Bumgarner, Finance Director, said Rowan County and Mid-Carolina Airport worked with Talbert, Bright & Ellington Engineering & Planning Consultants (TBE) and received proposals for the new corporate and box hangars project. Three bid responses were received.

The County would like to award the bid to KMD Construction who submitted the lowest total base bid in the amount of $17,369,522.80. This would include requesting to award the bid only at this time; the vendor requires an award notification to request all required bonds for final

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contract. Once final documentation for contract has been received, the County will present for contract approval and authorization.

The County received SCIF Funding for this project and any remaining balance will be included within debt financing and County funds.

On motion of Edds, seconded by Greene, the Board voted 3-0 to award the bid for the new Corporate and Box Hangars Project to KMD Construction, not to exceed $17,369,522.80.

Airport Hangar Financing

Anna Bumgarner, Finance Director, said on May 4, 2023, the County received proposals for financing of the Airport Hangars. She recommended moving forward with award to JP Morgan contingent upon approval by the Local Government Commission (LGC). Contract documents will be provided for Board of Commissioners approval at the June 5, 2023, meeting with LGC approval to follow on June 6, 2023. The estimated closing date is June 15, 2023. The rate for the taxable hangars is 4.39% and the non-taxable is 3.62%.

On motion of Edds, seconded by Greene, the Board voted 3-0 to award the Airport Hangar Financing contract to JP Morgan contingent upon approval by the Local Government Commission.

Financial Reports

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with 2023 totaling $132,531,969 for April. Annual cumulative revenue is up for 2023, with $174,368,945 for April. In March, the annual cumulative property tax for 2023 was $90,690,139.

Vice Chairman Green said the County is $30 million dollars ahead and asked why. Ms. Bumgarner said $10 million is American Rescue Plan Act funds and $8 million is proceeds for radio replacement, which attribute to the large sum.

Chairman Edds said if there is a large increase in funding, there is a reason. He asked Ms. Bumgarner to explain those large differences in the future.

Ms. Bumgarner said in January 2023, the annual cumulative sales tax was $24,045,336. She compared monthly sales taxes from 2020 to 2023.

Presentation of the Fiscal Year 2023/2024 Proposed Budget

County Manager Aaron Church said the budget is balanced and prepared in accordance with the Local Government Budget and Fiscal Control Act. The Fiscal Year (FY) 2024 proposed budget includes:

- Fund 101 General Fund $198,247,750
- Fund 201 Fire District Fund $9,857,123
- Fund 202 Emergency Telephone Fund $467,586
- Fund 206 Opioid Fund $615,190
- Fund 501 Risk Management Fund $1,727,882

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• Fund 601 Landfill Fund	$9,166,861
• Fund 603 Airport Fund	$7,547,519
• Fund 605 Water Fund	$1,148,336
• Fund 701 DSS Trust Fund	$450,000
• Fund 702 Fine & Fort Payments	$800,000
• Fund 703 ARPA Fund	$12,400,000
Total	$242,428,247

Mr. Church said the FY 2023 adopted budget totaled $187,778,660. The FY 2024 requested budget is $245,426,470. The Manager's recommended budget is $198,257,750. This is a 5.6% increase from last year's approved budget, equaling $10,469,090.

Chairman Edds asked if all the requests were approved, how the tax rate would be impacted. Mr. Church said it would equate to roughly 83 or 84 cents per $100 valuation. Chairman Edds said there's $45 million in requests that aren't recommended to be funded and asked if all requests were approved, what would the difference in the tax rate be. Mr. Church said it would be a 25-cent difference in the tax rate than what he is recommending.

The current tax rate is 65.75 cents per $100 valuation. The revenue neutral tax rate is 52.59. The County Manager is recommending a rate of 58 cents per $100 valuation for FY 2024. The property tax base increased by 31.75% over the past year, totaling $18,707,900,000. The tax collection rate is 98%. Mr. Church explained how to calculate one penny on the tax rate. Sales tax is $1,900,000.

The FY 2023 adopted budget fund balance appropriation was $9,327,527. The recommended FY 2024 budget fund balance appropriation is $10,947,265.

Mr. Church proposed a 2% cost of living adjustment effective July 1, 2023, and an additional 2% cost of living adjustment effective January 1, 2024.

Mr. Church described the one-time capital expenditures included in the proposed budget and the associated funding source which cost a total of $1,725,000.

AG Center Roof	$450,000	General Funds
Information Technology Storage	$175,000	General Funds
Tennis Court Renovations DNP	$400,000	General Funds
Playground DNP	$450,000	General Funds
Library Carpet-South Branch	$100,000	Non-Recurring State Grant
Transit Scheduling Software	$150,000	5310 Grant Funds 80/20 Split

The Budget recommends 36 new vehicles for a total cost of $3,024,507 for EMS, inspections, animal services, transit, and sheriff.

Emergency Services	4	$895,000
Inspections	2	$46,000
Animal Services	1	$40,063

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Transit	14	$1,312,659
Sheriff	15	$730,785

There were 102 new positions requested at a cost of $4,121,800. The recommended new positions are as follows, totaling $488,454:

Sheriff's Office	School Resource Officer	$86,246
Register of Deeds	Deputy Register of Deeds	$57,100
Social Services	Income Maintenance Worker II (5)	$164,500
Social Services	Supervisor	$31,008
General Government	Project Manager/Engineer	$150,000

The recommended budget includes expending $6,780,000 million in Article 46 sales tax on public safety. This is based on a projected $4,000,000 in revenue. With an estimated balance of $3,674,915 the remaining fund balance for Article 46 is estimated to be approximately $894,909.

Chairman Edds said if the County didn't have the Article 46 Sales Tax fund it would cost another 3.75 cents on the tax rate.

The accessibility of the Rowan County sites is mandated by federal law, the Americans with Disabilities Act (ADA). In FY 2022 the County completed an ADA Self-Evaluation and Transition Plan that provides needed improvements to County sites. The County has 10 years to complete the items identified in the plan. The total estimated cost is $6,144,496.00. The FY 2024 budget has $600,000 in funding. A new position is also being recommended to provide project management for the plan and other capital projects throughout the County. The funding for this position will be shared with the Landfill Fund.

Don Bringle, Facilities Management Director, said that replacing the doorknobs in the Rowan County Administrative Building alone would cost over $40,000.

Mr. Church said the total amount to be paid directly to Rowan County Schools in FY 2024 budget is $48,435,430, a 1.68% or $800,493 increase. Education receives a 5% per pupil appropriation.

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Adjournment

At 8:11 p.m., on motion of Greene, seconded by Edds, the Board voted 3-0 to adjourn.

_____

Sarah Pack, NCCCC
Clerk to the Board

VETERANS
SOCIAL CENTER

Issues occurring with regularity at the West End Plaza that have been ignored:

- Intended to be a safe space for Veterans with PTSD, and mental health concerns. I've told the County Manager, the County Attorney, and a Commissioner that neither I as a Veteran, and a business owner nor the seniors who walk in the mall feel safe there.
- Prostitutes working on the County property at the facility
- Rampant shoplifters
- Kids standing at my rear entrance on top of the generators as I walked out and almost jumping me
- Public drunkenness and alcohol consumption on the property
- Homeless people sleeping in the food court and having oral sex out in the open
- Fights that I've been asked to break up.
- Kids riding skateboards, wheelie shoes and bicycles up and down the halls inside the building
- Mall walkers being videoed and harassed by teens. I asked two teens to leave recently
- Fire alarms being pulled per the Security officers
- People with non-service animals with dogs in the mall. Some have defecated on the floor.
- The number of Veterans treated poorly at the Veterans Service Office. How many people have to complain before you say it's enough?
- The VSO Director physically threatening me because I stood up for an 85-year-old Navy retiree who was treated disrespectfully at the VSO.
- ,The VSO Director making a false report call to the police to have me arrested.
- The VSO Director demanding that his three female employees write slanderous and defamatory statements about me being violent and a safety concern
- I've complained five different times about my Veterans facility being broken into and property stolen and damaged. The County Manager's response, "Well, he has insurance."
- Maintenance employee seen exiting the Veterans facility on a day we were closed
- The Maintenance Manager standing at the corner of my window sneakily peeping in on several occasions making Veterans uncomfortable
- The Maintenance Manager talking disrespectfully and directing profane language at me (May 4th-"Kenny, I'm sick of your shit.")
- Veterans who say they won't come back because they don't feel comfortable or welcomed

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I. AIRPORT RENT STUDY IMPLEMENTATION PLAN

A. Overview

Rowan County (County) is required, by the Federal Aviation Administration (FAA) Airport Sponsor Assurances, to "maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing." Further, the FAA *Policy Regarding Airport Rates and Charges* states "rates, fees, rentals landing fees, and other services charges ('fees') imposed on aeronautical users for the aeronautical use of the airport ('aeronautical fees') must be fair and reasonable."

As such, the County engaged Aviation Management Consulting Group (AMCG) to conduct an *Airport Rent Study* to establish market rent[1] for aeronautical land and improvements at Mid-Carolina Regional Airport (Airport) based on a comparative analysis of the rents being charged for similar properties at comparable, competitive, and National Guard airports. The County recognizes AMCG's opinion of market rental rates are significantly different than the current rental rates being charged at the Airport. This *Airport Rent Study Implementation Plan* (Plan) addresses how the new rental rates (based on AMCG's findings) will be achieved and implemented in a fair and reasonable manner.

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B. Applicability

The rental rate for any new lease agreement following approval of this Plan shall be adjusted to the approved rental rate. For existing tenants, the County believes an implementation period is the most fair and reasonable methodology for adjusting the current rental rates. However, certain existing lease agreements for aeronautical land and/or improvements may have different terms and conditions for the adjustment of the rental rate given the lease agreement terms and conditions. In such cases, the County will adjust the rental rate in accordance with the existing lease agreement terms and conditions.

C. Methodology

The existing lease agreements impacted by this Plan shall be amended by the County to the approved rental rates over a three-year period. As such, current rental rates shall be increased by 50% of the difference between the current rental rate and the County approved rental rate for the first year and 25% of the different in the subsequent two years until the County approved rental rates are reached (beginning of Year 3).

Table 1 – Table 2 convey the Plan over the next four years.

[1] Market rent is defined as "the most probable rent which a property should bring in a competitive and open market (i.e., willing lessor and willing lessee) reflecting the terms and conditions of a specified lease agreement, including the rental adjustment mechanisms, permitted uses, use restrictions, expense obligations, term, renewal and purchase options, and tenant improvements."

Table 1: Hangar 1 – Hangar 35

Rent Implementation Plan											
Identification	Component	Size (sf)	Current Rent	AMCG Opinion		Percent Change	Difference	Implementation Plan (pu/mo)			
								7/1/2023	7/1/2024	7/1/2025	7/1/2026
			pu/mo	pu/mo	psf/yr		pu/mo	50%	25%	25%	0%
Hangar 1	Executive Hangar	1,580	$174.00	$421.33	$3.20	142%	$247.33	$297.67	$359.50	$421.33	$421.33
Hangar 2		1,394	$153.00	$371.73	$3.20	143%	$218.73	$262.37	$317.05	$371.73	$371.73
Hangar 3		1,394	$153.00	$371.73	$3.20	143%	$218.73	$262.37	$317.05	$371.73	$371.73
Hangar 4		1,394	$153.00	$371.73	$3.20	143%	$218.73	$262.37	$317.05	$371.73	$371.73
Hangar 5		1,836	$201.00	$489.60	$3.20	144%	$288.60	$345.30	$417.45	$489.60	$489.60
Hangar 6		2,057	$226.00	$548.53	$3.20	143%	$322.53	$387.27	$467.90	$548.53	$548.53
Hangar 7		1,638	$181.00	$436.80	$3.20	141%	$255.80	$308.90	$372.85	$436.80	$436.80
Hangar 8		1,638	$181.00	$436.80	$3.20	141%	$255.80	$308.90	$372.85	$436.80	$436.80
Hangar 9		1,804	$198.00	$481.07	$3.20	143%	$283.07	$339.53	$410.30	$481.07	$481.07
Hangar 10		2,310	$174.00	$616.00	$3.20	254%	$442.00	$395.00	$505.50	$616.00	$616.00
Hangar 11		2,783	$305.00	$742.13	$3.20	143%	$437.13	$523.57	$632.85	$742.13	$742.13
Hangar 12a/12b		2,539	$278.00	$677.07	$3.20	144%	$399.07	$477.53	$577.30	$677.07	$677.07
Hangar 13a/13b		2,530	$278.00	$674.67	$3.20	143%	$396.67	$476.33	$575.50	$674.67	$674.67
Hangar 14a/14b		2,530	$278.00	$674.67	$3.20	143%	$396.67	$476.33	$575.50	$674.67	$674.67
Hangar 15		2,530	$278.00	$674.67	$3.20	143%	$396.67	$476.33	$575.50	$674.67	$674.67
Hangar 16a/16b		2,530	$278.00	$674.67	$3.20	143%	$396.67	$476.33	$575.50	$674.67	$674.67
Hangar 17		2,475	$272.00	$660.00	$3.20	143%	$388.00	$466.00	$563.00	$660.00	$660.00
Hangar 18		3,648	$800.00	$1,352.80	$4.45	69%	$552.80	$1,076.40	$1,214.60	$1,352.80	$1,352.80
Hangar 19		3,648	$725.00	$1,428.80	$4.70	97%	$703.80	$1,076.90	$1,252.85	$1,428.80	$1,428.80
Hangar 20		3,648	$1,363.00	$1,428.80	$4.70	5%	$65.80	$1,395.90	$1,412.35	$1,428.80	$1,428.80
Hangar 21		3,648	$750.00	$1,428.80	$4.70	91%	$678.80	$1,089.40	$1,259.10	$1,428.80	$1,428.80
Hangar 22		1,280	$142.00	$362.67	$3.40	155%	$220.67	$252.33	$307.50	$362.67	$362.67
Hangar 23		1,280	$142.00	$362.67	$3.40	155%	$220.67	$252.33	$307.50	$362.67	$362.67
Hangar 24		1,280	$142.00	$362.67	$3.40	155%	$220.67	$252.33	$307.50	$362.67	$362.67
Hangar 25		1,280	$142.00	$362.67	$3.40	155%	$220.67	$252.33	$307.50	$362.67	$362.67
Hangar 26		1,280	$142.00	$362.67	$3.40	155%	$220.67	$252.33	$307.50	$362.67	$362.67
Hangar 27		1,280	$142.00	$362.67	$3.40	155%	$220.67	$252.33	$307.50	$362.67	$362.67
Hangar 28 (Boss Aviation)	Community Hangar	6,800	$2,373.93	$4,573.96	$6.10	93%	$2,200.03	$2,373.93	$2,373.93	$4,573.96	$4,573.96
	Office	950			$6.85						
	Shop/Storage	1,500			$4.60						
Hangar 29 (Food Lion)	Community Hangar	10,000		$7,571.67	$5.60						
	Office	4,200			$8.30						
Hangar 30	Improved Land	5,875	$105.38	$171.35	$0.35	63%	$65.97				
Hangar 31	Improved Land	8,408	$150.82	$245.23	$0.35	63%	$94.41				
Hangar 33 (Heli-1 Corporation)	Community Hangar	15,000	$1,751.00	$8,525.00	$4.30	387%	$6,774.00	$5,138.00	$6,831.50	$8,525.00	$8,525.00
	Office	4,200			$9.00						
Hangar 34 (Retail)	Community Hangar	15,000	$1,453.88	$5,465.00	$4.30	276%	$4,011.12	$3,459.44	$4,462.22	$5,465.00	$5,465.00
	Office	120			$9.00						
Hangar 35 (SouthTec)	Community Hangar	6,000	$333.11	$7,708.33	$6.30	N/A	N/A	$333.11	$333.11	$333.11	$333.11
	Office	3,600			$8.30						
	Shop/Storage	1,600			$4.60						
	Shop/Storage	3,600			$4.85						

Table 2: Hangar 40 – Hangar 69

Rent Implementation Plan											
Identification	Component	Size (sf)	Current Rent	AMCG Opinion		Percent Change	Difference	Implementation Plan (pu/mo)			
								7/1/2023	7/1/2024	7/1/2025	7/1/2026
			pu/mo	pu/mo	psf/yr		pu/mo	50%	25%	25%	0%
Hangar 40	Medium T-Hangar	1,085	$279.00	$406.97	$3.82	46%	$127.97	$342.98	$374.98	$406.97	$406.97
	T-Hangar Storage	169			$4.40						
Hangar 41	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 42	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 43	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 44	Medium T-Hangar	1,085	$289.00	$488.37	$3.82	69%	$199.37	$388.68	$438.53	$488.37	$488.37
	T-Hangar Storage	391			$4.40						
Hangar 45	Medium T-Hangar	1,085	$279.00	$406.97	$3.82	46%	$127.97	$342.98	$374.98	$406.97	$406.97
	T-Hangar Storage	169			$4.40						
Hangar 46	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 47	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 48	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 49	Medium T-Hangar	1,085	$302.50	$488.37	$3.82	61%	$185.87	$395.43	$441.90	$488.37	$488.37
	T-Hangar Storage	391			$4.40						
Hangar 50	Medium T-Hangar	1,085	$10.00	$406.97	$3.82						
	T-Hangar Storage	169			$4.40						
Hangar 51	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 52	Medium T-Hangar	1,085	$10.00	$345.00	$3.82						
Hangar 53	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 54	Medium T-Hangar	1,085	$289.00	$488.37	$3.82	69%	$199.37	$388.68	$438.53	$488.37	$488.37
	T-Hangar Storage	391			$4.40						
Hangar 55	Medium T-Hangar	1,085	$279.00	$406.97	$3.82	46%	$127.97	$342.98	$374.98	$406.97	$406.97
	T-Hangar Storage	169			$4.40						
Hangar 56	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 57	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 58	Medium T-Hangar	1,085	$263.00	$345.00	$3.82	31%	$82.00	$304.00	$324.50	$345.00	$345.00
Hangar 59	Medium T-Hangar	1,085	$10.00	$488.37	$3.82						
	T-Hangar Storage	391			$4.40						
Hangar 60	Large T-Hangar	1,452	$315.00	$545.43	$3.80	73%	$230.43	$430.22	$487.83	$545.43	$545.43
	T-Hangar Storage	233			$4.40						
Hangar 61	Large T-Hangar	1,452	$289.00	$460.00	$3.80	59%	$171.00	$374.50	$417.25	$460.00	$460.00
Hangar 62	Large T-Hangar	1,452	$289.00	$460.00	$3.80	59%	$171.00	$374.50	$417.25	$460.00	$460.00
Hangar 63	Large T-Hangar	1,452	$289.00	$460.00	$3.80	59%	$171.00	$374.50	$417.25	$460.00	$460.00
Hangar 64	Large T-Hangar	1,452	$342.00	$651.77	$3.80	91%	$309.77	$496.88	$574.33	$651.77	$651.77
	T-Hangar Storage	523			$4.40						
Hangar 65	Large T-Hangar	1,452	$315.00	$545.43	$3.80	73%	$230.43	$430.22	$487.83	$545.43	$545.43
	T-Hangar Storage	233			$4.40						
Hangar 66	Large T-Hangar	1,452	$289.00	$460.00	$3.80	59%	$171.00	$374.50	$417.25	$460.00	$460.00
Hangar 67	Large T-Hangar	1,452	$289.00	$460.00	$3.80	59%	$171.00	$374.50	$417.25	$460.00	$460.00
Hangar 68	Large T-Hangar	1,476	$289.00	$460.00	$3.74	59%	$171.00	$374.50	$417.25	$460.00	$460.00
Hangar 69	Large T-Hangar	1,452	$342.00	$651.77	$3.80	91%	$309.77	$496.88	$574.33	$651.77	$651.77
	T-Hangar Storage	523			$4.40						

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Jason Owens, Chief Deputy
DATE:	6/5/23
SUBJECT:	Request to Continue Overtime in the Detention Center

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Please consider extending extra duty pay for the Detention Center.

ATTACHMENTS:

Description	Upload Date	Type
Request	5/18/2023	Cover Memo

ROWAN COUNTY SHERIFF'S OFFICE
Travis Allen, SHERIFF

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

To: Rowan County Board of Commissioners

From: Jason Owens, Chief Deputy, Rowan Sheriff

Re: Extra Duty Pay for Detention Center for Rowan County Sheriff's Office

Date: May 17th, 2023

The Board of Commissioners previously approved extra duty pay for the detention center that will expire on June 30th, 2023.

The Sheriff is asking this pay to be extended for the remainder of year due to short staffing and training of new detention officers.

Request: Pay Deputies and Detention Officers, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked at the Jail outside normal work hours irrespective of time taken off during their normal work schedule.

Recommendation: Authorize the approval of extra duty pay for sheriff deputies and detention officers, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked at the Jail outside normal work hours irrespective of time taken off during their normal work schedule effective from July 1st, 2023 ending December 31st, 2023.

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:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Allen Cress, Emergency Svcs. Chief
DATE:	5/22/23
SUBJECT:	GRANT APPLICATION: Approval to amend EMPG application

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Emergency Services requests approval from the Board of Commissioners to amend the attached Emergency Management Preparedness Grant (EMPG) application to be used in its entirety for salary. Additionally, Emergency Services has received the exact funding amounts from the State and as such, the attached application reflects these numbers. The EMPG grant application was originally approved by the Board on December 5, 2022, Consent Agenda Item O.

Rowan County uses EMPG funds to partially fund the Emergency Manager salary and to accomplish several preparedness plans and projects.

The purpose of the EMPG is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards events, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act. EMPG funding is used to support a whole community approach to strengthen a state or community's emergency management program.

Recommendation:
Approve Emergency Services to submit the amended FY2022 EMPG application.

ATTACHMENTS:

Description	Upload Date	Type
Amended EMPG Application	5/22/2023	Exhibit

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2022

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection *Select answer "Yes" or "No" for each grant.*	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	No
- North Carolina Tier II Competitive?	No
- North Carolina Tier II Noncompetitive?	No

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant *This is the agency applying for grants.*			
Applying agency	Rowan County Emergency Services		
Street address	**2727 Old Concord Rd, Suite D**		
City	**Salisbury**	ZIP + 4	**28146-8388**
Email	**tj.brown@rowancountync.gov**		
EIN/Tax ID number	**56-6000336**		
DUNS number	**074494014**		
SAM registered	Yes	Expiration date	Click or tap to enter a date.
Your name	**TJ Brown**		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Applying agency	The name of the agency applying for the grant.
Street address, City, ZIP + 4, Email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the applying agency.
EIN/Tax ID number	The unique nine-digit identification number of the agency. Your Financial personnel should be able to provide this number.
DUNS number	The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number.
SAM registered	Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is https://www.sam.gov/.
Expiration date	The expiration date of the SAM account.
Your name	The name of the individual completing this application.

Grants point of contact

Grants point of contact *This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.*			
Name	TJ Brown		
Agency	**Rowan County Emergency Services**		
Title	**EM Division Chief**		
Phone (work)	**704-216-8918**	Phone (mobile)	**704-798-3881**
Street address	**2727 Old Concord Rd, Suite D**		
City	**Salisbury**	ZIP + 4	**28146-8388**
Email	**tj.brown@rowancountync.gov**		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone number, street address (not PO Box), city, nine-digit zip code, and email of the contact.

EM program manager

EM program manager *This is the local EM grants manager.*	
Name	**TJ Brown**
Email	**tj.brown@rowancountync.gov**

Field help

Name	The name of the program manager.
Email	The email address of the program manager.

Grants MOA signatory

Grants MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.*			
Name	TJ Brown		
Agency	Rowan County Emergency Services		
Title	EM Division Chief		
Street address (not PO Box)	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		

Name	Anna Bumgarner		
Agency	Rowan County Finance Department		
Title	Finance Director		
Street address (not PO Box)	130 W Innes St		
City	Salisbury	ZIP + 4	28144-4365
Email	anna.bumgarner@rowancountync.gov		

Name	Aaron Church		
Agency	Rowan County		
Title	County Manager		
Street address (not PO box)	130 W Innes St		
City	Salisbury	City	28144-4365
Email	aaron.church@rowancountync.gov		

Field help

Name The individual who signs the memorandum of agreement on behalf of the applicant.

Agency The agency name of the signatory.

Title The title within the agency of the signatory.

Street address, City, ZIP + 4, email The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Projects

Enter requested project information for each grant checked under **Grants selection**.

EMPG

*Point of contact (complete only if different from point of contact in **Contacts** section.)*

Point of contact *Complete only if the point of contact for this project is different from the identified "Grants point of contact".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name The name of the contact.

Agency The name of the agency of the contact.

Title The title within the agency of the contact.

Phone, Street address, City, ZIP + 4, email The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

*MOA signatory (complete only if different from MOA signatory in **Contacts** section.)*

MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

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Title The title within the agency of the signatory.

Street address, City, ZIP + 4, email The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Finance director

Finance director *The signature of the finance director of the agency is required for the memorandum of agreement.*	
Name	Anna Bumgarner
Email	anna.bumgarner@rowancountync.gov

Field help

Name The name of the finance director.

Email The email of the finance director.

Project information

General information *Enter information describing the project.*	
Title	**Rowan County EMPG**
Description	**Funding used for EM Salary Support**
Goal	**Funding to support salary, benefits, and program cost for the local EM Program**
Construction/renovation required	No
Structural attachment required	No

Core capabilities addressed *Select primary and secondary (if applicable) core capabilities addressed by this project.*	
Primary	Operational Coordination
Secondary	Planning

Project timeline milestones *List the major project events and their completion dates.*	
Milestone	Completion Date
Click or tap here to enter text.	10/2022
Click or tap here to enter text.	11/2022
Click or tap here to enter text.	**1/2023**
Click or tap here to enter text.	**4/2023**
Click or tap here to enter text.	**7/2023**
Click or tap here to enter text.	**11/2022**
Click or tap here to enter text.	**3/2023**
Click or tap here to enter text.	**9/2022**

Field help

Title The name of the project. The title can be a maximum of 30 characters.

Description A detailed description of the project in terms of the activity area being addressed

Planning
Equipment
Training
Exercises

When describing the project answer the following:

- What is the activity area (one of "Planning", "Equipment", "Training", "Exercises")?
- Why is this project needed?
- How will capabilities gaps be addressed?
- How will this project help you to become better prepared to respond to terrorist or CBRNE events?
- What is the importance of this project?
- What happens if this application is denied?

[Example: "We need a prime mover to respond to various types of events. This project will provide us with a resource to prepare for, respond to, and recover from terrorist attacks and CBRNE type incidents. This project will help us respond to incidents that require critical transportation and operational coordination, which are the primary and secondary core capabilities that we have identified."]

In addition:

- For *Training*, identify the course number and title of each course.
- For *Exercises*, identify the name, location, and scope of each exercise.

Organization	A general description of how the grant's funds are to be used to pay salaries. Include how the award is matched, such as through salary match, in-kind services, or county funds. [Example: "The funds will contribute toward the emergency manager's salary, and will be matched with county funds."]

Also, include details of:

- Any structural attachments. [Example: "These monitors will be permanently mounted to the walls of our EOC by a contractor, and hardwired into the electrical wiring along with any network connections."]
- Any construction or reconstruction. [Example: "We would like to install a security screening station that requires widening the entryway and installing permanent barriers in load bearing walls to harden the facility against terrorist attacks."]

Goal	How the project supports saving life and protecting property. [Example: "Our goal is to help us be more resilient to move equipment as needed in response to various events."]
Construction/ renovation required	The project requires either new construction or renovation, retrofitting, or modification of existing structures.
Structural attachment required	The project requires attaching equipment (e.g. TV, monitor, radio equipment, etc.) to an existing structure.
Primary	Select the capability that best aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Secondary	Select a capability that aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Milestone	Steps that help structure the project's schedule. [Examples: "Receive award", "Pay salary", "Purchase supplies", "Close out grant"]
Completion date	Month and year when the corresponding milestone is expected to be completed.

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Organization/Equipment/Training/Exercises costs** section.

Organization details

Enter the requested information if any personnel are funded by this grant.

EM program manager *Complete for EM program manager activity only.*	
Time allotted for EM	**100%**
Salary	**$62,145.56**
Date of employment in current position	8/5/2019
Have courses required by FEMA been completed? See Field help.	Yes
All personnel *Complete for all personnel supported by funds from this project.*	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	**$198,416**
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	**$ 0**
Number of local emergency management personnel	1
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	**1**
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	**1**
Names of all EMPG-supported personnel	**TJ Brown**
Have each of the named EMPG-supported personnel completed courses as required by FEMA? See Field help.	Yes

Field help

Time allotted for EM — Percentage of time spent in EM program manager role.

Salary — Yearly salary of the EM program manager.

Date of employment in current position — Date hired into current job.

Courses required by FEMA been completed — IS-100, IS-200, IS-700, IS-800, IS-120, IS-230, IS-235, IS 240, IS-241, IS-242, IS-244 (Reference: FEMA Preparedness Grants Manual, Feb 2020, pg. H-16 & H-17)

Planning/Organization/Equipment /Training/Exercises (POETE) costs

Estimated Costs
For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.

Activity area	Description	AEL# (if equipment)	Federal funding	Total amount (federal + match)
Planning	**Delivery of universal and optional preparedness activities**	Enter AEL#	$53,406.77	$106,813.54
Equipment (w/AELs)				
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.

Total estimated costs	$53,406.77	$106,813.54

Field help

Activity area	A selection of either Planning, Organization, Equipment, Training, or Exercise (POETE).
Description	A description of the cost item.
AEL#	Equipment must include eligible AEL #. (https://www.fema.gov/authorized-equipment-list).
Federal funding	Grant amount applied to the cost item.
Total amount	Federal funding amount + local match amount.
Total estimated costs	Totals of each of the "amount" columns.

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information *Enter additional project information in the space below.*

HMEP

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*

Point of contact *Complete only if the point of contact for this project is different from the identified "Grants point of contact".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

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Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information *Enter information describing the project.*	
Title	Click or tap here to enter text.
Description	
Goal	Click or tap here to enter text.
Scope	Choose an item.
Request RRT participation	Choose an item.

Core capabilities addressed *Select primary and secondary (if applicable) core capabilities addressed by this project.*	
Primary	Choose an item.
Secondary	Choose an item.

Project timeline milestones *List the major project events and their completion dates.*	
Milestone	Completion Date
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Title The name of the project. The title can be a maximum of 30 characters.

Description A detailed description of the project in terms of the activity areas being addressed:

Planning
Exercise
Training
Equipment

When describing the project answer the following:

- What is the activity area (one of "Planning", "Equipment", "Training", "Exercises")?
- Why is this project needed?
- How will capabilities gaps be addressed?
- How will this project help you to become better prepared to respond to terrorist or CBRNE events?
- What is the importance of this project?
- What happens if this application is denied?

[Example: "We need a prime mover to respond to various types of events. This project will provide us with a resource to prepare for, respond to, and recover from terrorist attacks and CBRNE type incidents. This project will help us respond to incidents that require critical transportation and operational coordination, which are the primary and secondary core capabilities that we have identified."]

In addition:

- For *Training*, identify the course number and title of each course.
- For *Exercises*, identify the name, location, and scope of each exercise.

Also, include details of:

- Any structural attachments. [Example: "These monitors will be permanently mounted to the walls of our EOC by a contractor, and hardwired into the electrical wiring along with any network connections."]
- Any construction or reconstruction. [Example: "We would like to install a security screening station that requires widening the entryway and installing permanent barriers in load bearing walls to harden the facility against terrorist attacks."]Any joint or regional aspects.
- Any joint or regional aspects. [Example1: "This project will be regional in nature, as we have committed to providing this resource to every community within DPR 2."] [Example2: This project will allow us to fill a capability gap within the region through mutual aid agreements, and per guidance from NCEM this equipment will be deployable and shareable by other jurisdictions.]
- Regional Response Team (RRT) participation such as technical assistance, exercise participation, or pre-planning.

Goal How the project supports saving life and protecting property. [Example: "Our goal is to help us be more resilient to move equipment as needed in response to various events."]

Scope A selection as to whether the project is state, local, or joint/regional in nature.

Request RRT participation Request that the State Hazardous Materials Regional Response Team (RRT) participate in your project.

Primary Select the capability that best aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.

Secondary Select a capability that aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.

Milestone Steps that help structure the project's schedule. [Examples: "Receive award notification", "Arrange course offerings", "Initial planning meeting", "Execute exercise", "After-action report completed", "Conduct courses", "Close out grant"]

Completion date Month and year when the corresponding milestone is expected to be completed.

Budget

Costs *For each cost item select an activity area and then enter a description and the cost amount.*		
Activity area	Description	Amount
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

Activity area A selection of either Planning, Equipment, Training, or Exercise. Reimbursement for equipment requires purchase pre-approval from NCEM Grants Branch.

Description	A description of the cost item.
Amount	The cost of the item.
Total cost	The sum of all of the amounts.

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information *Enter additional project information in the space below.*

North Carolina Tier II Competitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*

Point of contact *Complete only if the point of contact for this project is different from the identified "Grants point of contact".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*

MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name The individual who signs the memorandum of agreement on behalf of the applicant.

Agency The agency name of the signatory.

Title The title within the agency of the signatory.

Street address, City, ZIP + 4, email The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information *Enter information describing the project.*	
Title	Click or tap here to enter text.
Description	
Goal	Click or tap here to enter text.
Scope	Choose an item.
Request RRT participation	Choose an item.

Project timeline milestones *List the major project events and their completion dates.*	
Milestone	Completion Date
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Title The name of the project. The title can be a maximum of 30 characters.

Description	A detailed description of the project: • Break down activities into clear actions. • Identify personnel providing services. • Identify measurable and tangible deliverables or results. Also, include details of Regional Response Team (RRT) participation such as technical assistance, exercise participation, or pre-planning.
Goal	How the project supports saving life and protecting property.
Scope	A selection as to whether the project is joint or regional in nature.
Request RRT participation	Request that the State Hazardous Materials Regional Response Team (RRT) participate in your project.
Milestone	Steps that help structure the project's schedule.
Completion date	Month and year when the corresponding milestone is expected to be completed.

Budget

Costs *Enter a description and cost for each budget item.*		
Activity area	Description	Amount
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

Activity area	A selection of either Planning, Organization, Equipment, Training, or Exercise.
Description	A description of the budget item.
Amount	The cost of the item.
Total cost	The total of the amounts.

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information *Enter additional project information in the space below.*

North Carolina Tier II Noncompetitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*

Point of contact *Complete only if the point of contact for this project is different from the identified "Grants point of contact".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name The name of the contact.

Agency The name of the agency of the contact.

Title The title within the agency of the contact.

Phone, Street address, City, ZIP + 4, email The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*

MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name The individual who signs the memorandum of agreement on behalf of the applicant.

Agency The agency name of the signatory.

Title The title within the agency of the signatory.

Street address, City, ZIP + 4, email The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information *Enter information describing the project.*	
Title	Click or tap here to enter text.
Description	
Goal	Click or tap here to enter text.
Scope	Choose an item.
Request RRT participation	Choose an item.

Field help

Title The name of the project. The title can be a maximum of 30 characters.

Description A detailed description of the project:

- Break down activities into clear actions.
- Identify personnel providing services.
- Identify measurable and tangible deliverables or results.

Also, include details of Regional Response Team (RRT) participation such as technical assistance, exercise participation, or pre-planning.

Goal How the project supports saving life and protecting property.

Scope A selection as to whether the project is joint or regional in nature.

Request RRT participation Request that the State Hazardous Materials Regional Response Team (RRT) participate in your project.

Budget

Costs *Enter a description and cost for each budget item.*		
Activity area	Description	Amount
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

Activity area A selection of either Planning, Organization, Equipment, Training, or Exercise.

Description A description of the cost item.

Amount The cost of the item.

Total cost The total of the costs.

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information *Enter additional project information in the space below.*

Certification

Certification *Review each certification item and check where appropriate.*	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted. ☒ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Valerie Steele, Airport & Transit Director
DATE:	5/22/2023
SUBJECT:	Sale of Ground Lease Hangar T3

Mark Broadway has request approval of the sale and lease transfer to Steven Thurston. Bill of Sale and Lease Reassignement provided.

Approve sale and signature of Chairman on Lease Assignment.

ATTACHMENTS:

Description	Upload Date	Type
Lease Assignment T3 Ground Lease	5/22/2023	Exhibit
Bill of Sale T3 Ground Lease	6/2/2023	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

ASSIGNMENT OF HANGAR LEASE

This Agreement made the 22 day of May, 2023 by and among Mark D Broadway (hereinafter referred to as the "Tenant"), ROWAN COUNTY, a body politic (hereinafter referred to as the "Landlord"), and Steven C Thurston Vertex Construction Company, LLC (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 22 day of May, 2023, Tenant succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as T-Hangar 3 located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

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

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

NOW, THEREFORE, in consideration of the sum of 60,000 Thousand _____ Hundred _____ and no/100 ($_____.00) Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

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

TENANT:

Mark D. Broadway

Print Name: Mark D Broadway

Mailing Adress: 2180 Canon Farm Rd
China Grove, NC 28023

ASSIGNEE:

Print Name: Steve C Thrush

Mailing Address: 1024 Timber Run Drive
Salisbury NC 28146

LANDLORD: ROWAN COUNTY
BY:

Its: Chairman/Manager

Mailing Address:

BILL OF SALE

Mark D. Broadway ("Seller"), **for sixty-thousand ($60,000)**, all of which has been paid contemporaneously to the execution of this Bill of Sale, and for which the personal property described herin shall be collateral, and good and valuable considerations, the receipt of which considerations is being acknowledged, herby grants, sells, assigns, transfers, conveys and delivers to **Steven C. Thurston** (Buyer), it's/his successors and assigns, the following items of personal property:

Metal hangar building located at Hangar #T3, Rowan County, North Carolina, Mid-Carolina Regional Airport

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

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

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this the **22nd day of May, 2023.**

Mark D. Broadway

Steven C. Thurston

NORTH CAROLINA
COUNTY OF Rowan County
SEAL-STAMP

I, a Notary Public of the County and State aforesaid, certify that **NAME** and **NAME** appeared before me this day and acknowledged the execution of the forgoing instrument. Wittiness my hand and official stamp or seal on this the **22nd day of May, 2022**

Notary Public

My Commission Expires: 11/21/2023

TANYA B LOGAN NOTARY PUBLIC CABARRUS COUNTY, NC

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:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Micah Ennis, Director, DSS
DATE:	5/22/23
SUBJECT:	GRANT AGREEMENT: Accept Woodson Foundation Grant for ROCOC

The Margaret C. Woodson Foundation has awarded Rowan One Church One Child with $10,000 in grant funds for the "Safe Sleeping" project. Through this grant, beds (cribs, pack and plays, toddler beds, standard beds, and air mattresses) will be purchased for children receiving services through the Children's Services Division with RCDSS.

Recommendation:
Approve accepting the grant funds from the Margaret C. Woodson Foundation 2023 grant program.

ATTACHMENTS:

Description	Upload Date	Type
Woodson Foundation Grant Agreement	5/22/2023	Exhibit

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Applicant View

Applicant Summary

Application Contact Information	
***Salutation:**	Mrs.
***Contact first name:**	Donna
***Contact last name:**	Beaver
***Contact title:**	ROCOC Program Coordinator
***Contact telephone number:**	704-267-7996
***Contact email address:**	donna.beaver@rowancountync.gov
***Is the contact person listed above also the executive director of the organization?**	No
***Executive Director Salutation:**	Mrs.
***Executive director first name:**	Micah
***Executive director last name:**	Ennis
Organization Information	
The Foundation will conduct due diligence on all submitted applications to determine an organization's eligibility to receive grant funding. As part of this process, please follow the steps outlined below:Click on the data entry field that reads “Select”, and begin typing your organization name in the box that appears.As you type, the list of organizations will narrow and you can select your organization from the list. If your organization’s name includes an “and” or “&”, try interchanging these if you are having difficulty finding your organization. If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor.If your organization does not appear, please select Organization Not Found from the top of the dropdown list. A status of Due Diligence Required will appear. Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required. Grantees and/or their fiscal sponsors must be approved eligible organizations in Foundation For The Carolinas’ database. The Foundation will begin required due diligence processes once an application is fully submitted. For internal use only, your organizations due diligence status will appear beneath your organization name.	
***Organization lookup:**	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146]Due Diligence Approval Completed
***Organization legal name:**	Rowan County Department of Social Services
Organization AKA or DBA name, if applicable:	Rowan One Church One Child (ROCOC)
***Mailing address:**	1813 E Innes St
Mailing address line 2	
***Mailing city:**	Salisbury
***Mailing state:**	North Carolina
***Mailing county:**	Rowan
***Mailing zip:**	28146
***Organization phone:**	704-267-7996
Organization web address:	www.rowancountync.gov/rococ

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

***EIN (please type in the following format: XX-XXXXXXX):**	56-6000336
***Attach a copy of your organization's current Board of Directors list:**	Board Members beginning July 2022.pdf

Organization Overview

Organization Overview	
***Organization mission:**	ROCOC partners with Rowan County DSS (RCDSS), 82 Rowan churches, 2 Rowan civic organizations, foundations, and citizens to enable positive change in the lives of Rowan County children who have experienced trauma due to abuse, neglect, and/or poverty. The goals of ROCOC and its partners are: • to provide life necessities for children and their families to keep children safe, healthy, and protected in homes with birth parents,other relatives, or close family friends • to break the multi-generational cycle of abuse/neglect/poverty • to decrease the risk of parents seeking illegal and unhealthy ways to relieve stress or earn income.
***Organization core services: (100 word max.)**	ROCOC assists families with active Child Protective Services cases, children in DSS custody, and families participating in Work First Family Assistance. ROCOC provides children, teenagers, and their families with new beds, dressers, car seats, personal hygiene items, underwear, socks, diapers and wipes, and school supplies, plus used appliances. ROCOC sometimes pays for pest control. Children, teens, and their caregivers may visit the ROCOC Assistance Center monthly to receive new or gently used clothing, shoes, school uniforms, high chairs, strollers, household items, books, toys, baby items, bedding, and towels. ALL ASSISTANCE IS FREE TO FAMILIES.
***Estimated number of volunteers for your organization (specific to your local unit, if applicable).**	100

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

***Please provide a brief description as to how you engage volunteers to further your mission. (100 word max.)**	Nine volunteers currently assist Donna Beaver at the ROCOC Assistance Center. They work on Mondays and/or Tuesdays to sort and display donations and assist families visiting the ROCOC Assistance Center. Nine community members volunteer on the ROCOC Advisory Board. The Advisory Board meets with the five DSS Advisory Board members three times yearly. They also share the mission of ROCOC with community members. Each of ROCOC's 82 community partners chooses a ROCOC Coordinator who shares the needs of ROCOC with the church/organziation and coordinates church/organization projects to benefit ROCOC.
Organization Demographic Information	
When submitting demographic information please be sure to fill out all fields. Enter "0" for percentage fields that do not apply to your organization, all fields should total 100%. Please respond to the questions to the best of your ability and "approximates" or estimates are acceptable.	
Service Population - Use the following percentage fields to describe the overall population your organization serves by race/ethnicity:	
Click here if your organization does not collect this information on your service population:	We don't collect this information on our service population
Board of Directors - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Board of Directors:	
***How many individuals serve on your organization's Board of Directors?**	15
***Asian**	0
***Black or African American**	27
***Hispanic or Latino**	0
***Native American/Alaskan**	0
***Native Hawaiian or Other Pacific Islander**	0
***White, non-Hispanic**	67
***Not listed above**	6
Click "Calculate" to confirm your Board of Directors percentages total 100.	100.00
Board of Directors - Use the following percentage fields to describe the gender composition of your organization's current Board of Directors:	
***Female**	80
***Male**	20
***Non-binary**	0

***Click "Calculate" to confirm your Board of Directors percentages total 100.**	100.00
***How does your organization go about building racially and culturally diverse representation within your board? Please explain. (150 word max)**	Donna Beaver became ROCOC Program Coordinator January of 2021 after long-time Program Coordinator, Jon Hunter, was out of work beginning March 2020 and then retired October 2020. Due to the vacant coordinator position and the pandemic, the Advisory Board was unable to meet for approximately 1 1/2 years. In June 2022, a completely new board was voted in to begin serving July 2022. Six board members are RCDSS employees. The positions of RCDSS Director, Children's Services Program Administrator and Program Manager, Special Forces Unit Supervisor and Social Worker, and ROCOC Program Coordinator are permanent board members. The people hired for these positions always serve on the board. The remaining nine members were nominated and vetted by the previous board. The previous board worked diligently to chose a diverse board from a variety of church denominations, careers, races/ethnicities. A goal is to find future board members to respresent the Hispanic community.
Leadership/Management Team - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Leadership Team (Executive Director, CEO, Department Lead or higher):	
Click here if your organization does not have a leadership/management team:	
***How many individuals serve on your organization's leadership or management team?**	4
***Asian**	0
***Black or African American**	25
***Hispanic or Latino**	0
***Native American/Alaskan**	0
***Native Hawaiian or Other Pacific Islander**	0
***White, non-Hispanic**	75
***Not listed above**	0
Click "Calculate" to confirm your Leadership Team percentages total 100.	100.00
Leadership/Management Team - Use the following percentage fields to describe the gender composition of your organization's current leadership team:	
***Female**	75

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***Male**	25
***Non-binary**	0
***Click "Calculate" to confirm your Leadership Team gender percentages total 100.**	100.00
***What is the race/ethnicity of your current or acting Executive Director, CEO or President? Select all that apply.**	White
***What is the gender of your current or acting Executive Director, CEO or President?**	Female
Staff - Use the following percentage fields to describe the race/ethnicity composition of your organization's current staff:	
Click here if your organization does not have staff:	
***How many individuals are employed full-time and part-time by your organization?**	200
***Asian**	0
***Black or African American**	30.94
***Hispanic or Latino**	8
***Native American/Alaskan**	.06
***Native Hawaiian or Other Pacific Islander**	0
***White, non-Hispanic**	61
***Not listed above**	0
Click "Calculate" to confirm your staff percentages total 100.	100.00
Staff - Use the following percentage fields to describe the gender composition of your organization's current staff:	
***Female**	89
***Male**	11
***Non-binary**	0
***Click "Calculate" to confirm your staff gender percentages total 100.**	100.00
Organization Financials	
***Annual operating budget:**	$62,000.00
Click here if your organization is new and does not have a budget for the current and/or previous year:	
***Please attach your organization's annual budget for the current fiscal year, including income and expenses. Please DO NOT attach budgets larger than 5 pages.**	Projected Budget July 22- June 23.pdf

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***Please attach your organization's annual budget for the previous year, including income and expenses. Please DO NOT attach budgets larger than 5 pages.**	Financial Statement 2021-2022.pdf
***Net assets of organization (as reported on 990):**	$65,502.02
***Does your organization conduct an audit?**	Yes
***What is the most recent audit date?**	6/30/2022
***Detail your board's financial commitment to your organization. Please include information describing what percentage of your board members contribute annually. If the percentage is less than 100, please explain. (250 word max)**	All Advisory Board members provide either in-kind donations or financial donations through their churches and directly to ROCOC. The current ROCOC financial statements are discussed at every board meeting.

Project Description

Project Overview	
***Project title: (8 word max.)**	New Beds for Kids to Insure Safe Sleeping
***Project start date:**	4/1/2023
***Project end date:**	12/31/2023
***Please select the primary investment area that your project will address (if needed, see list of descriptions for assistance):**	Human Services
***Brief project summary: (50 word max.)**	RCDSS makes safe sleeping a priority when working with families. RCDSS receives inadequate funding to insure that children have safe beds. Through this grant, beds (cribs, pack and plays, toddler beds, standard beds, and air mattresses) will be purchased for children receiving services through the Children's Services Division with RCDSS.
***Grant request amount:**	$10,000.00
Target Population and Area	
***What is the geographic service area being served, such as neighborhood, county-wide, etc.?**	Rowan County

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

***What makes your organization unique and effective, as compared with other organizations working in your geographic area with similar populations? What is your organization doing to limit duplication or overlapping services? (200 word max.)**	Presently, ROCOC is the only Rowan County agency providing life essentials for abused, neglected, and poverty-stricken children. if a duplication of services is discovered in Rowan County in the future, Donna Beaver, Program Coordinator, will reach out to the project manager to seek a partnership.
If your project was specifically designed to serve a certain population, please indicate below (Check all that apply):	
***Age group:**	Children - Preschool (0 - 4 yrs) Children - Elementary School (5 - 10 yrs) Youth - Middle School (11 - 13 yrs) Youth - High School (14 - 17 yrs) Young Adult/College (18 - 22 yrs) Adult (23 - 59 yrs) Senior (60+ yrs) Not Age Specific
***Gender:**	Female Male Non-binary Not Gender Specific
***Race/Ethnicity:**	Not Race/Ethnicity Specific
***Additional populations:**	Members of LGBTQ+ community or allies Immigrants Residents with disabilities
If you would like to provide additional information concerning the intended audience/constituents of your project, please do so here (250 word max):	ROCOC serves Rowan County children and their families who have active cases with RCDSS Children's Services Division or active cases with the Work First Family Assistance Program with RCDSS. Also, ROCOC serves children in DSS custody. Children are between the ages of 0-21. RCDSS and ROCOC do not discriminate on the basis of race, color, national or ethnic origin, ancestry, religion, disability, sex or gender, gender identity and/or expression, or sexual orientation.
Timeline and Expenses	

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Rowan County Department of Social Services

***Describe your project in detail, including proposed timeline, key milestones and dates, where applicable (200 word max).**	Grant funds will be used to purchase beds for children with active RCDSS Children's Services Division cases. When a RCDSS Social Worker finds children with unsafe sleeping arrangements, the Social Worker will send a referral to Donna Beaver, ROCOC Program Coordinator, requesting the needed beds and the reason for the request. The request is then approved by Mrs. Beaver's supervisor. Requests require further DSS leadership approval when over $500 is to be spent on a family. After the request is approved, the beds are purchased and delivered directly to the family. Recently, RCDSS has seen an increase in the need for beds for children. During the time period of July 1, 2022-December 31, 2022, over $20,000 was spent on beds for children. This respresents 116 purchases of cribs, toddler beds, twin bed frames, full bed bed frames, pack and plays, air mattresses, roll-away beds, bunk bed frames, and mattresses. Approximately, 120 children were affected by these purchases.
Please use the budget template provided below to detail your proposed project expenses. The following are instructions to assist you with submitting your budget:Download and read the Project Budget Instructions before completing a budget template.Once you have read the instructions, download the project budget template.Complete the budget template as instructed.Save the budget template as a PDF, no other file types will be accepted.Review the PDF document, ensuring all cells and information can be read and understood.Upload the completed PDF file to your application	
Click the link below to review the project budget instructions:	
Click the link below to download a copy of the Project Budget Template:Note: Keep a copy of your proposed budget for your records. It is helpful if you need to resubmit or make changes throughout the grant program.	
***Upload completed project budget:**	Project Budget - Woodson.pdf
***Total project budget:**	$41,000.00

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Rowan County Department of Social Services

***Detail your project expenses, specifically how grant funds will be used. (200 word max.)(Note: Grants are one year in duration and grant funds cannot be used for expenses incurred prior to grant award decisions.)**	$10,000 will be used to purchase beds and mattresses for children with active cases with RCDSS Children's Services Division and children in DSS custody, as needed. This will include twin/full beds, cribs, pack and plays, futon beds, bunk beds, and air mattresses. When RCDSS social workers observe needs among their assigned families, they will send a referral to Donna Beaver, ROCOC Program Coordinator, with a request for the purchase of the type and number of beds needed. Once the referral is approved by Mrs. Beaver and her supervisor, the bed will be purchased with delivery directly to the family's home. When purchase requests exceed $500, they must be approved by RCDSS leadership. Accurate records of the number, type and cost of all beds will be kept on the ROCOC ledger. The ledger will be audited monthly by RCDSS staff and once yearly by an outside organization. The cost of each bed depends on the type of bed needed. Costs vary from month to month. Costs for 1 bed/mattress purchase may be between $50 to $450.
Additional Project Details	
***Will participants pay to engage in the program?**	No
***Do you need licensing, zoning or other regulatory approval to conduct the project?**	No
***Is your organization working in partnership with one or more organizations on this project?**	Yes
***Please list all community partners and describe their role in the project. (100 word max.)**	The ROCOC Ministry is a partnership between 80 Rowan churches and 2 Rowan civic organizations. Each partner designates a ROCOC coordinator who shares the needs of ROCOC with the congregation/organization and coordinates at least one yearly activity to support ROCOC. Most ROCOC volunteers are members of partner churches. Partners provide financial and in-kind assistance to ROCOC. A list of all partners is attached with letters from many partner churces/organizations verifying their continued partnership with ROCOC.
***Please attach letters from each partner confirming their commitment and participation in this project. (Note: Letters must be uploaded as one document.)**	Church Support Letters.pdf

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Results Description

***What results are you committed to achieving during the grant period? What metrics will you use to evaluate whether your project is successful? (300 words max.)**	The ROCOC Ministry received $10,000 from the Woodson Foundation in 2022. Because of this funding, 110 children were assisted with 10 toddler beds, 12 twin beds, 1 full bed, 1 futon bed, 8 bunk bed sets, and 41 mattresses. Donna Beaver, ROCOC Program Coordinator, will strive to achieve similar results if awarded $10,000 from the Woodson Foundation in 2023. Mrs. Beaver and RCDSS leadership will insure that all funds received are spent on beds for Rowan County's abused, neglected, and/or poverty-stricken children. Accurate records of all purchases will be kept. Ledgers will be audited by RCDSS accounting staff monthly and yearly by outside auditors. These safe sleeping efforts will allow children to safely remain in homes with birth parents, close relatives, or close family friends and avoid foster care placement. RCDSS social workers will continue to work with these children and their families to strengthen family ties and empower caretakers.
***How many participants will you serve?**	100
What percentage of participants do you expect to achieve the results (enter a value up to 100% include the percentage sign in your response)?	100%
Explain how you arrived at the numbers above (50 word max.):	Serving 100 participants is based on last year's results of reaching 110 children. By providing beds for these children, A safter sleeping option will be provided for 100% of these children.
***Who is leading this initiative and what are their qualifications? What factors in their leadership most predict success? (100 word max.)**	Donna Beaver, ROCOC Program Coordinator since January 2021, will be leading this iniative. Mrs. Beaver has 19 years of experience working with RCDSS families. Mrs. Beaver keeps precise and accurate records of all ROCOC purchases, receipts, number of children assisted, and in-kind donations. She is supported by RCDSS leadership and the ROCOC Advisory Board. Mrs. Beaver and RCDSS leadership will insure that any money received from the Woodson Foundation will be used to purchase beds for Rowan County children.

***What have you achieved in the past three years that contributes to your organization's success? (200 word max)**	In 2020, the ROCOC Ministry lacked a permanent leader and closed for most of the year during the pandemic. Mrs. Beaver became the new program coordinator in January of 2021, and the center reopened to families in mid 2021. During the time of closure, the ministry continued to assist families. Ordering needed items to be delivered to the homes of families became a top priority. This practice continued after the center reopened, keeping families from having to find transportation to pick up large items. During the closure, the ROCOC Assistance Center, housing clothing, diapers and wipes, personal hygiene items, and small household goods, was reorganized, creating a pleasant and inviting place for families to visit. The referral process (social workers referring families for assistance) was streamlined. Because of direct contact with the community, the number of ROCOC partners has increased from 79 in 2020 to 84 in 2023. In 2022, ROCOC Ministry Protocols were established. A volunteer training program was established. A new Advisory Board began service in 2022, and Advisory Board members have been spreading the word of the good work done by the ROCOC Ministry. The ROCOC ledger is continually monitored, and a strong fund balance is maintained.

Submittal Page

Certification	
***Do you certify that the executive director and board of directors have approved submittal of this grant request?**	Yes
***Do you certify that all information provided is accurate to the best of your knowledge, and the project and schedule as presented will be adhered to?**	Yes
***Title of representative requesting grant:**	ROCOC Program Coordinator
***Signature of representative requesting grant:**	Donna Beaver 1/13/2023 10:32:20 AM
To submit your application, return to your dashboard and click the "Final Review and Submit" button located at the upper-right corner. No additions or corrections to the application are allowed once it has been submitted.	

Award Agreement

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

***Project title: (8 word max.)**	New Beds for Kids to Insure Safe Sleeping
***Brief project summary: (50 word max.)**	RCDSS makes safe sleeping a priority when working with families. RCDSS receives inadequate funding to insure that children have safe beds. Through this grant, beds (cribs, pack and plays, toddler beds, standard beds, and air mattresses) will be purchased for children receiving services through the Children's Services Division with RCDSS.
***Additional award contingencies:**	NA
Award Amount:	2023 Margaret C. Woodson Foundation Grant Program Awarded On 05-03-2023, $10,000
***Post Grant Evaluation Final Report Due Date:**	February 9, 2024
***Mailing address:**	1813 E Innes St
Mailing address line 2	
***Mailing city:**	Salisbury
***Mailing state:**	North Carolina
***Mailing zip:**	28146
Accepted Program Information	
The following program has been approved for funding:	

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Grant TermsGrant funds are to be used only as stated in the following terms and conditions:This grant is being made for the specific project and / or components of the project outlined in the grant proposal. If any changes to the project are needed, contact Foundation staff to discuss amendments, reallocations, and to obtain approval to proceed prior to implementing any changes or expending any funds. If awarded general operating support, the funds must be used for the operations of the Grantee organization.Payment will be scheduled upon your acceptance of the grant including agreement to all terms and / or conditions. Submittal of this award section signifies your acceptance. The deadline for this section is four weeks after the email notification of award. If this section is not completed within the time allowed, the grant will be forfeited. Grants are one year in duration. To the extent it is required and indicated in Conditions below, the Grantee agrees to submit the online evaluation report describing the project and an explanation of how the funds were spent. ***Failure to submit a complete evaluation report by the stated deadline may make the organization ineligible to receive a grant from the same program in future years.* Based on annual reporting calendars with clients and volunteers, the evaluation report is due 9 months after the grant award date, unless otherwise stated. All grant recipients have one year to complete the grant and if funds are not expended when the report is submitted at 9 months, an additional report may be required. Failure to submit follow up evaluation report(s) by the stated deadline(s) may make the organization ineligible to receive a grant from the same program in future years.If the Grantee does not complete the funded project within one year, the Grantee must submit a written request for an extension. The Foundation will notify the Grantee of the decision regarding the extension.The Foundation reserves the right to conduct an independent evaluation of your project and a verification of grant expenditures. The Grantee agrees to provide the information necessary to complete such an evaluation. Failure to submit requested information in a timely fashion may obligate the Grantee to refund the grant.The Foundation recognizes grant circumstances may change over the life of a grant which will require you to either apply for a grant extension or reallocation. Should your project change in scope, please notify The Foundation as soon as possible with any reallocation requests. Please note, any reallocation request must be approved. Failure to notify The Foundation of reallocation request may result in forfeiting any or all funds. The Foundation is not responsible for any actions of the Grantee, and furthermore, the Grantee agrees to indemnify, defend and hold harmless the Foundation, its agents and employees, and the Trustees/Board from any liability, loss, cost, injury, damage or other expense that may be incurred by the Grantee or claimed by any third person against it as a result of funding of the project or any action or non-action taken in connection with the project, only in the manner and to the extent provided by North Carolina law.**	
Grant Conditions	
If you are required to submit additional information to meet contingencies listed above, please include attachments here. Files must be uploaded in PDF format on 8.5” x 11” paper with a portrait orientation.	
Grant Award Information	
In the event that grant payment must be sent through postal mail, please confirm the following mailing address:	
***Can the above address be used to receive check payments sent through postal mail?**	No
***Please provide the address where you would like payment sent:**	Rowan County Department of Social Services 1813 E Innes St Salisbury, NC 28146
Grant Acceptance	

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Please sign below indicating your organization's intended acceptance or decline of grant funds. Organizations intending to accept this award must complete this section or grant funds will be forfeited. Your acceptance of this grant includes agreement to all terms and/or conditions. Note: Accepting or declining your grant award is a two-step process. You must complete this section AND select the Accept or Decline button located in the upper-right corner of your dashboard.	
***Do you certify that the executive director accepts this grant and all terms and conditions as stated above?**	Yes
***Title of representative accepting grant award:**	ROCOC Program Coordinator
***Signature of representative accepting grant award:**	Donna Beaver 5/5/2023 8:23:18 AM
To officially accept this grant, click "Save & Return to Dashboard" and select the "Accept" button located in the upper-right corner.	
Should you need additional information, please contact David Snider at dsnider@fftc.org or 704.973.4528.	

Program Grant Evaluation Report

***Which of the following statements applies to your organization?**	

ROCOC Advisory Board (beginning July 2022)

Sylvia Fosha

Kathy Tart

Ed James

Carrie Parker

Kelley Williams

Helen Peacock

Rick Galloway

Susan Cooley

Melissa Ritchie

Micah Ennis, DSS Director

Roxie Cashwell, DSS Children's Services Program Administrator

Josh Stutts, DSS Children's Services Program Manager

Beverly Mobley, DSS Special Forces Social Worker

Donna Beaver, ROCOC Program Coordinator

Vacant, DSS Special Forces Supervisor

PROJECTED BUDGET JULY 2022-JUNE 2023

INCOME

Donations	Received as of Dec 31, 2022	Anticipated
Church Donations	$7388.24	$7000.00
First UCC Grant	$1000.00	$0
Salisbury Rowan Community Foundation Grant	$0	$8000.00 (accepted but not yet received)
Robertson Foundation Grant	$0	$8000.00
Woodson Foundation Grant	$0	$10,000.00
Individual Donations	$2055.00	$2000
Organization Donation	$500	$500
Pull from Ledger Balance		$14,716.07
Total	**$10,943.24**	**$50,216.07**

EXPENSES

Expenses	Spent as of Dec 31, 2022	Anticipated
Beds & Mattresses	$20,591.82	$20,500.00
Used Appliances	$250.00	$500.00
Car Seats	$699.07	$700.00
Supplies for Center	$0	$100.00
Other – pesticides, cleaning supplies, dressers, strollers, door alarms, lock boxes, clothing, shoes, underwear, socks, diapers, wipes, bedding, fire escape ladders, rent/utilities for families, food/gas cards, heaters	$8808.42	$9,000.00
Total	**$30,349.31**	**$30,800.00**

As of 12/31/2022, the ROCOG budget balance was $65,503.02

ROCOC FINANCIAL STATEMENT 2021-2022

INCOME

Church Donations	$11,176.67
First UCC Grant (received Nov 2021)	$2800
Salisbury Rowan Community Foundation Grant (received Jan 2022)	$7500
Robertson Foundation (received May 2022)	$8000
Woodson Foundation (received June 2022)	$10,000
Individual Donations	$7547.55
Organization Donations	$770
TOTAL	**$47,794.22**

EXPENSES

Beds & Mattresses	$13,217.63
Used Appliances	$1639.94
Car Seats	$2361.68
Supplies for Center	$316.64
Other – pesticides, cleaning supplies, dressers, strollers, door alarms, lock boxes, clothing, shoes, underwear, socks, diapers, wipes, bedding, fire escape ladders, rent/utilities for families, food/gas cards, heaters	$11,684.01
TOTAL	**$29,219.90**
FUND BALANCE AS OF 6/30/2022	**$78,731.18**

2023 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Project Budget Template

Rowan County DSS/Rowan One Church One Child

SECTION ONE: PROJECTED INCOME			
Funding Sources	**Amount**		**Are Funds Requested or Committed?**
This Grant Program	$	10,000.00	Requested
Salisbury Rowan Communtiy Foundation Grant	$	8,000.00	Committed
Blanche & Julian Robertson Foundation Grant	$	10,000.00	Requested
Curch, Indiviual, and Organization Donations	$	13,000.00	Requested
	$	-	
	$	-	
	$	-	
	$	-	
Total Income	$	41,000.00	

SECTION TWO: PROJECTED EXPENSES				
Expense Item	**Amount**		**Amount from This Grant Program**	
Beds & Mattresses	$	31,000.00	$	10,000.00
Used Appliances	$	500.00	$	-
Car Seats	$	1,000.00	$	-
Other Life Essentials	$	8,500.00	$	-
	$	-	$	-
	$	-	$	-
	$	-	$	-
	$	-	$	-
Total Expenses	$	41,000.00	$	10,000.00

Note: The total income (B14) must match the total expenses (B26).

If necessary, please include any clarifying information about the project budget.
Funds from the Woodson Foundation Grant will be used soley to purchase beds and mattresses for children.

Note: The Foundation recognizes circumstances may change over the life of a grant. Therefore, anticipated deviations from any line item of this budget requires a request for reallocation of funds. Please submit reallocation requests in writing to the Foundation for approval prior to spending remaining funds.

ONE CHURCH CHILD
ROWAN COUNTY

ROWAN COUNTY DEPARTMENT of SOCIAL SERVICES
Be an original.

Rowan County Department of Social Services
One Church One Child Ministry
1813 E. Innes Street, Salisbury, NC 28146
Donna Beaver, Coordinator
704-267-7996
donna.beaver@rowancountync.gov
www.rowancountync.gov/rococ

Member Congregations and Community Organizations

- Chapel AME Zion
- l Lutheran
- l UMC
- ehem UMC
- age UMC
- ina Family Church
- r Grove AME Zion
- nary UMC
- al UMC - Spencer
- Grove Church of God
- Episcopal
- UMC
- land UMC
- n Memorial UMC
- rdia Lutheran
- rstone Church
- tt Chapel UCC
- Corinth Baptist
- Baptist Church
- Temple Triumphant Ministries
- Baptist – Salisbury
- Calvary Baptist
- Presbyterian – Salisbury
- United Church of Christ
- MC – China Grove
- MC – Landis
- MC – Salisbury
- om United Church of God
- emane Missionary Baptist
- Dei Lutheran
- ill UMC
- UMC
- Lutheran
- lem Baptist
- polis Church of God
- on Lutheran
- UMC
- urch–Salisbury
- pact Church
- atha Bible Church
- Avenue Presbyterian

- Memorial UMC
- Milford Hills UMC
- Mount Tabor UMC
- Mount Zion CME
- Mount Zion Missionary Baptist
- Mount Zion UCC
- Nazareth Community Church
- North Main Baptist Church
- Oak Grove UMC
- Oakdale Baptist
- Providence UMC
- Refreshing Springs Christian Ministry
- Rock Grove UMC
- Rockwell UMC
- Rose Hill Missionary Baptist
- Rowan Christian Assembly
- Salem Lutheran Church
- Salisbury Kiwanis Club
- Salisbury Seventh-day Adventist
- Second Presbyterian
- Shiloh UMC
- Soldiers Memorial AME Zion
- South China Grove UMC
- Southside Church of God
- Southern City AME Zion
- St. Enoch Lutheran
- St. James Lutheran
- St. Luke's Lutheran
- St. Luke's Reformed
- St. Matthew's Lutheran
- St. Paul's Episcopal
- The Arbor UMC
- The Tower of Power United Holy Church
- Thyatira Presbyterian
- Union Lutheran
- United Christian Fellowship Church International
- Unity Presbyterian
- Woodleaf Civitan Club
- Woodleaf UMC
- Word of Life Family Worship Center
- Zion UMC

St. Luke's Lutheran Church

11020 N.C. Highway 801
Mt. Ulla, NC 28125

August 15, 2022

Rowan One Church One Child Program Coordinator
Attention: Donna Beaver, Social Worker
Placement Coordinator
Rowan County Department of Social Services
1813 E Innes St
Salisbury, NC 28146

Subject: Partnership with Local Church

Dear Donna,

Please accept this letter as the formal documentation regarding our partnership with the Rowan One Church One Child Program.

Please let us know if you need any additional information.

Thank you,

Reverend Scott Swix
Pastor of St. Luke's Lutheran Church

SS/csg

UNION LUTHERAN CHURCH

Christ Centered ~ Mission Driven ~ Traditionally Grounded ~ Congregationally Focused

August 9, 2022

Donna Beaver, Social Worker III
Rowan One Church One Child Program Coordinator
Placement Coordinator
Rowan County Department of Social Services
1813 E Innes St
Salisbury, NC 28146

Dear Rowan One Church One Child,

Union Lutheran Church is proud to partner with Rowan One Church One Child to assist Rowan's abused and neglected children. Over the past several years, our Social Ministry Committee has sponsored through the congregation to collect, purchase, and donate items to help the organization during the year.

We are grateful to be a member of this community organization that partners with many other Rowan County churches and organizations.

Respectfully,

Genevieve Baker

Genevieve Baker
ULC Staff Support

Providence United Methodist Church

CHURCH ADDRESS:
6450 Bringle Ferry Road
Salisbury, N.C. 28146
(704) 633-5526

PARSONAGE ADDRESS:
135 Partridge Trail
Salisbury, N.C. 28146
(704) 633-5855

August 10, 2022

Rowan One Church One Child Program Coordinator
Rowan County Department of Social Services
1813 E Innes Street
Salisbury, NC 28146

Providence United Methodist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,

Rev. Aldana W. Allen

Rev. Aldana Allen
Pastor of Providence United Methodist Church
Phone: (704) 633-5326

Providence United Methodist Church
Growing Together in God's Grace!

Check us out on the web at: www.pumc-salisbury.org

Centenary United Methodist Church

620 Centenary Church Road
Mt. Ulla, NC 28125

Rev. Joseph (Joe) Collins, D.Min Pastor
Pastor's Cell 336-972-0168
jcollins@wnccumc.net

Church Office 704-663-2298
secretary.centenary.umc@outlook.com

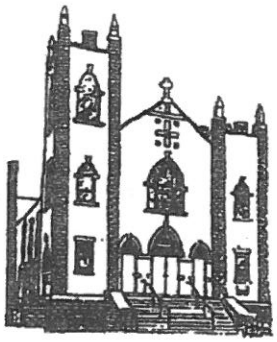
One Church One Child

Centenary United Methodist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,

Vickye Farlow

Vickye Farlow
Secretary Treasurer



Saint James Evangelical Lutheran Church
131 West Main Street • P. O. Box 486
Rockwell, North Carolina 28138
(704) 279-3150

August 10, 2022

St. James Lutheran Church of Rockwell partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Most sincerely,

Nell Tolley

Nell Tolley
Administrative Assistant

Rose Hill Baptist Church
Serving Christ and the Community

Rose Hill Missionary Baptist Church
P.O. Box 94
Kannapolis, NC 28082

To Whom It May Concern:
Rose Hill Missionary Baptist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Signed,

Rev. Maurice Jones

Rev. Maurice Y. Jones
Pastor

St. Matthew's Lutheran Church
9275 Bringle Ferry Road
Salisbury, NC 28146
704-633-3770

Rev. Dr. Jarrod Lanning, Pastor

August 9, 2022

St. Matthew's has been in partnership with One Church/One Child for approximately 10 years. Our church has supported their ministry with donations and collections of clothing, etc.

We are honored to be a support of their outstanding efforts in Rowan County.

Elaine Huffman
Adm. Asst.

SALISBURY SEVENTH-DAY ADVENTIST CHURCH

304 Rudolf Rd.
Salisbury, NC 28146
(704)-633-1282

To whom it may concern,

August 12, 2022

The Salisbury Seventh-Day Adventist Church continues to partner with the Rowan One Church One Child to assist Rowan's abused and neglected children. We are one of many Rowan County networking partners. As the pastor of Salisbury SDA Church, I have had the opportunity to host the ROCOC partnership banquet for the past several years. I can honestly say that the services that ROCOC brings to Rowan County has made a tremendous impact in the community. I cannot imagine the Rowan without ROCOC.

Yours truly,

Pastor Scottie Deal
Salisbury SDA Church
910-280-8953

Oakdale Baptist Church
200 Charles Street
Spencer, NC 28159
704-633-9412

August 10, 2022

Oakdale Baptist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,
Keven Yates
Secretary/Church Clerk

"DIRECTION ON LIFE'S JOURNEY"
DR. DALE ROBERTSON, PASTOR

North Main Baptist Church
1501 North Main Street
Salisbury NC 28144-2925
704-637-2929

August 10, 2022

To Whom It May Concern,

North Main Baptist Church is a proud partner with Rowan One Church One Child in assisting Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

In HIS Service,

D. Dale Robertson

Dr. Dale Robertson,
Pastor

"We will give ourselves contiually to prayer, and to the ministry of the word." (Acts 6:4)

E-mail: northmainbc@gmail.com / Web: www.northmainonline.com

Mount Zion United Church of Christ

1415 South Main Street
P.O. Box 1298
China Grove, NC 28023

Office: 704.857.1169
mountzionucc@windstream.net

August 8, 2022

Salisbury Rowan Community Foundation:

Mount Zion United Church of Christ happily partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,

Kathy Ayash

Kathy Ayash
Administrative Assistant
Mt. Zion UCC

"This is the day that the Lord has made; let us rejoice and be glad in it."

milfordhills
UNITED METHODIST CHURCH
LOVE, SERVE AND LIVE AS CHRIST

1630 Statesville Boulevard
Salisbury, NC 28144
704-636-0471
www.milfordhillsumc.org

To whom it may concern,

Milford Hills United Methodist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. We have been partners with ROCOC for many, many years and we are proud of the work they are doing to help the children of our county.

I, as the pastor of the church, and Ed James, our church's representative who serves on their board, are fully behind the ministry of ROCOC.

Sincerely,

Rev. Jim Parsons
Pastor

Ed James
Mission Team Member

Maupin Avenue Presbyterian Church
Associate Reformed
400 Maupin Avenue
Salisbury, North Carolina 28144
Office 704-633-9101

11 August 2022

To Whom It May Concern:

Maupin Avenue Presbyterian Church in Salisbury, NC partners with Rowan One Church One Child to assist Rowan County's neglected and abused children.

ROCOC partners with many other Rowan County churches and community organizations.

Sincerely,
Susan Triplett, Maupin Ave Church
Coordinator with ROCOC

GLORIA DEI LUTHERAN CHURCH
1908 Statesville Blvd
Salisbury North Carolina. 28144
(704) 636-8354
gloriadei.salisbury@gmail.com

To Whom It May Concern:

Gloria Dei Lutheran Church is one of the many churches partnering with Rowan One Church One Child (ROCOC) to assist Rowan's abused and neglected children. ROCOC has been a mission of ours for more than eight years.

ROCOC partners with many other Rowan County churches and organizations.

Grace and peace be with you

Carrie D Parker

Carrie D Parker
Congregational President

FIRST UNITED METHODIST CHURCH
SALISBURY, NC
EST. 1783

August 9, 2022

Rowan One Church One Child
Assistance Center
1312 N. Main Street
Salisbury, NC 28144

This is to confirm that First United Methodist Church of Salisbury, NC partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Becca Blackmon

Becca Blackmon
Business Administrator

/bb

First United Methodist Church
217 South Church Street
Salisbury, North Carolina 28144

Phone: (704) 636-3124
Fax: (704) 637-2933
fumcsalisbury.org

First Presbyterian Church
308 West Fisher Street
Salisbury, NC 28144-4800
www.salisburyfirstpres.org
(704) 636-1321

August 9, 2022

First Presbyterian Church, Salisbury partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC also partners with many other Rowan County churches.

Rev. Lara Musser Gritter

Lara Musser Gritter
Co-Senior Pastor

Cornerstone
real life now

August 10, 2022

To Whom It May Concern:

Cornerstone Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many Rowan County churches and organizations.

Sincerely,

Kristen Zapata
Executive Assistant

315 Webb Road • Salisbury, North Carolina 28147 • Office: 704.855.1218 • Fax: 704.857.0190 • www.cornerstone-church.net

CAROLINA FAMILY CHURCH

August 9, 2022

Rowan One Church One Child
1312 N. Main St.
Salisbury, NC 28144

To whom it may concern,

It has been our honor, along with many other churches and organization in the area to partner with Rowan One Church One Child. They provide a much needed service as they assist the abused and neglected children of our community.

In Christ,

Jonathan Allen
Lead Pastor
Carolina Family Church

Bethel United Methodist Church
2380 Long Ferry Rd
Salisbury, NC 28146

Bethel United Methodist partners with Rowan One Church One Child to assist Rowan's abused and neglected children. We are a small church but still make effort to send donations on a quarterly basis. I know that it takes donations and volunteers to this worthy group to make children have a way to get the items they need. ROCOC partners with many other Rowan County churches and organizations.

Signed,
Angie Lovingood
Communications for Bethel UMC

UNITY PRESBYTERIAN CHURCH
P. O. Box 28
885 Woodleaf Barber Road
Woodleaf, North Carolina 27054
704-278-4248

August 9, 2022

Unity Presbyterian Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. Rowan One Church One Child partners with many other Rowan County churches and organizations.

Sincerely,
Karen Fleming
Karen Fleming
Clerk of Session

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Micah Ennis, Director, DSS
DATE:	5/22/23
SUBJECT:	GRANT AGREEMENT: Accept Robertson Foundation Grant for ROCOC

The Rowan One Church One Child program (DSS) was awarded a $10,000 from Blanche and Julian Robertson Family Foundation 2023 Grant for the project "Protecting Rowan County's Abused, Neglected and Poverty-Stricken Children." This grant will help fund the ROCOC service to provide free life essentials for families with active cases with RCDSS Children's Services Division and Work First Family Assistance (WFFA), as well as children in RCDSS custody in an effort to safely keep children in homes with birth parents, close relatives, or close friends and avoid foster
care placements.

Recommendation:
Approve accepting the Blanche and Julian Robertson Family Foundation 2023 Grant funds for the ROCOC program.

ATTACHMENTS:

Description	Upload Date	Type
Blanche& Julian Robertson Grant	5/22/2023	Exhibit

The Blanche and Julian Robertson Family Foundation 2023 Grant Cycle
Rowan County DSS/One Church One Child | Beaver, Donna
Program Name: Protecting Rowan County's Abused, Neglected, and Poverty-Stricken Children

Applicant View

Organization Information

Organization Information

*Organization Name:	Rowan County Department of Social Services (RCDSS)/Rowan One Church One Child (ROCOC)

Mailing address:

*Street Address	1813 E Innes St
*City:	Salisbury
*State:	North Carolina
*Zip:	28146
*Telephone:	704-267-7996
Fax:	
Web Address:	www.rowancountync.gov/rococ

Application Contact Information

*Salutation:	Mrs.
*Contact First Name:	Donna
*Contact Last Name:	Beaver
*Title:	ROCOC Program Coordinator
*Telephone:	704-267-7996
*Email Address:	donna.beaver@rowancountync.gov
*Is the contact person listed above also the Executive Director?	No
*Executive Director First Name:	Micah
*Executive Director Last Name:	Ennis

Organization Status

*Is the organization a tax exempt charitable organization 501(c)3:	No

Is your organization a:

*Government tax-exempt unit:	No
*Religious organization:	No
*Affiliated with tax-exempt organization:	No
*Accredited educational Institution:	No
*What are the current Assets of the organization?	$65,502.02
*Does your organization conduct an audit?	Yes

*What is your most recent audit date?	6/30/2022
*What is your annual operating budget?	$62,000
*List your income from the previous fiscal year:	$47,794.22
*List your expenses from the previous fiscal year:	$29,219.90

Project Request Information

Project Request Information

*Project Title:	Protecting Rowan County's Abused, Neglected, and Poverty-Stricken Children
*Grant request amount:	$10,000.00
*Total Project Budget :	$41,000.00
*Start date:	4/01/2023
*Completion date:	12/31/2023

*Provide a brief project summary (Max words 50):

ROCOC provides free life essentials for families with active cases with RCDSS Children's Services Division and Work First Family Assistance (WFFA), as well as children in RCDSS custody in an effort to safely keep children in homes with birth parents, close relatives, or close friends and avoid foster care placements.

*Describe your proposal in detail: (include objectives, background of project, demonstration of need and how funds will be used)? (Max words 500)

The ROCOC Ministry began in 2006 when social workers saw that many Rowan children lacked life essential items to continue living safely in their family homes. Because of these safety issues, many children were having to move into foster care. The ROCOC Ministry was formed as a partnership between RCDSS and Rowan churches to provide life essential needs for children and their families in an effort to safely keep children in homes with their birth families, close relatives, or close family friends.

Today the ROCOC Ministry is a partnership between RCDSS and 82 Rowan churches and 2 Rowan civic organizations. The ministry provides, beds, car seats, used appliances, diapers, wipes, baby formula, clothing, underwear and socks, personal hygiene items, household goods, and other life essential items to families with active cases with RCDSS Children's Services Division and Work First Family Assistance (WFFA), as well as children in DSS custody. All items are provided to families free of charge. Because RCDSS receives inadequate funding for these resources, many children would be unable to safely stay in their homes without the ROCOC Ministry. Maintaining close connections with family members is vital to healthy outcomes for children.

Funding for the ROCOC Ministry is provided by grants and Rowan County churches and individuals.Our partners have a strong desire to protect Rowan County children. All funds, except for a very small amount spent on ROCOC Assistance Center supplies, is used to assist families. The ROCOC ledger is audited monthly by RCDSS accounting staff and once yearly by an outside organization.

When a social worker discovers a family need, a referral is sent to Donna Beaver, ROCOC Program Coordinator, with the specific request for the family. Once the request is approved by Mrs. Beaver and her supervisor, the requested item is ordered and sent directly to the family's home. Normally, no more than $500 is spent on a family. Any spending over $500 must be approved by the RCDSS leadership.

The ROCOC Ministry also maintains an Assistance Center at 1312 N. Main Street in Salisbury, NC. Clothing, shoes, underwear, socks, diapers, wipes, other baby items, personal hygiene items, and small household goods are kept at the center. It is fully stocked because of in-kind and financial donations from partners and grant funding. It is open to families on Mondays and Thursdays and manned by Mrs. Beaver, who is a RCDSS social worker paid by Rowan County Government, and community volunteers. With a referral from a family's social worker, the family can visit the center once every 30 days to get things they need.

With the mission of protecting Rowan County children, the Blanche and Julian Robertson Foundation funding will be used to purchase beds, car seats, dressers, used appliances, clothing, shoes, diapers, wipes, bedding, personal hygiene items, household goods, and other life essentials for Rowan County's abused, neglected, and/or poverty-stricken children and their families. As we work together to protect children and strengthen families, we will strengthen the community.

*What funds from other sources have been received or are under consideration for this project? List sources and amounts.

Between July 2022-December 2022, the ROCOC Ministry received $7388.24 from our church partners, $1000 from a First United Church of Christ grant, $2055 from individual donations, and $500 from organizational donations. The ministry accepted $8000 from the Salisbury Rowan Community Foundation. ROCOC is applying for $10,000 from the Margaret C. Woodson Foundation to be spent specifically on beds for children.

*Are you willing to make this grant application a Challenge Grant (where by no funds from The BJRFF, Inc. will be disbursed until funds are secured from other sources and approved by The BJRFF Board)? List sources and amounts.

No. Rowan County Government will not allow ROCOC to seek grants that require matching funds.

*What percentage of your annual budget is spent in Rowan County?	100%
*What percentage of your Grant project budget will be spent in Rowan County?	100%
*Will local vendors be used for the project?	Yes
*How many people do you employee?	0
*What percentage of your employees live in Rowan County?	100%
*How many people will be impacted by your project?	100

*What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.

If fully funded, this grant will provide an average of $100 worth of life essential items for 100 individuals. Life essential items may include beds, car seats, dressers, diapers and wipes, clothing, shoes, bedding and other household items, used appliances, pest control, personal hygiene items, and other life essentials. The funds will be used soley to assist children and families with active cases with RCDSS Children's Services Division or WFFA and children in DSS custody. Purchased items will be used to provide a safe home for children and their birth families, close relatives, or close family friends. Providing a safe environment for children and their families enpowers families to overcome other obstacles.

*Do you have another measurable result you expect to accomplish with this grant?	Yes

*Result 2:

Funding from the Robertson Grant will provide permanency for children, allowing them to safely stay in homes with their birth families, close relatives, or close family friends and avoiding placement in foster care.

*Do you have another measurable result you expect to accomplish with this grant?	No

*How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100):

ROCOC Program Coordinator Donna Beaver, church and organization partners, Advisory Board members, and RCDSS staff are continually seeking new funding sources by investigating new grant opportunities, identifying new community partners, maintaining strong connections with current partners, and engaging individual donors.

Organization Overview

Organization Overview

*Organization mission:

ROCOC is a partnership between RCDSS and 82 Rowan churches and 2 Rowan civic organizations. The ROCOC Ministry seeks to protect children and improve the lives of abused, neglected, and/or poverty-stricken children. ROCOC provides life essential items for children and their caretakers in an effort to safely keep them in homes with birth families, close relatives, or close family friends. ROCOC seeks to strengthen Rowan County families by providing life essential needs. ROCOC seeks to break the multi-generational cycle of abuse and neglect and decrease the need for parents to seek alternative ways to relieve stress or earn income through illegal activities.

*What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max)

Rowan County - county-wide

*Organization core services (100 words max):

The ROCOC Ministry provides life essentials (beds, car seats, dressers, used appliances, clothing and shoes, diapers and wipes, formula, other baby items, personal hygiene items, bedding and small household goods, pest control, groceries, gas) for children and families with active cases with RCDSS Children's Services Division and WFFA. The ministry also assists children in RCDSS custody. These items are provided free of charge for families who lack the funds to purchase the items.

*Address the qualifications of the organization and the person or persons who will lead this project:

The ROCOC Ministry began in Rowan County in 2006. It has grown from a small operation to a strong community force with 84 Rowan County partners. The Ministry won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services in the past.

Donna Beaver, Program Coordinator and Social Worker with RCDSS, has 19 years of experience working in all area of RCDSS. Mrs. Beaver maintains strong relationships with community partners and continues to seek out new partners. Mrs. Beaver is supported by RCDSS leadership and the ROCOC Advisory Board.

*Do you need licensing, zoning, or other regulatory approval to conduct the project?	No
*Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years?	Yes
*Year:	2020
*Grant amount:	$5,000.00
*Project:	Protection First - New Beds and Car Seats for Neglected Kids
*Add another Grant year?	Yes
*year:	2022
*Grant amount:	$8,000.00
*Project:	Health and Safety First - Life Necessities for Rowan's Abused and Neglected Children
*Add another Grant year?	No

Project Impact

*What is the main area of impact for your grant? Choose one:	Children/Youth and Families

Attachments

Attachments

Please upload the following documentation in support of your application:

*Current list of Board of Directors or Board of Trustee: (Please identify Gender & Race)	Board Members beginning July 2022.pdf
*Recent 990 Form or financial report:	Tax Exempt.pdf
*IRS 501 (c) 3 or appropriate tax determination status letter:	Tax Exempt.pdf
*Project budget:	Project Budget - Robertson.pdf
*Organization's annual budget for current fiscal year, including income and expenses:	Projected Budget July 22- June 23.pdf
*Organization's annual budget for the previous year, including income and expenses:	Financial Statement 2021-2022.pdf
Please submit any pictures that correlate with your project:	PICS 3.pdf

Certification

Certification

*Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed:	Yes
*Signature of Representative requesting grant:	Donna Beaver 1/13/2023 9:54 AM

Award Agreement

PROVISIONS & CONDITIONS

1. The grant recipient agrees to expend the funds only for the purposes as stated in the grant application and in accordance with Section 501(C) 3, Section 4945, and other applicable provisions of the Internal Revenue Service Code.
2. The grantee will submit a Grant Status Report to the Foundation as soon as practical after the close of the grant period or when the funded project has been completed.
3. Directors and staff of the Foundation may monitor and conduct an evaluation of the grantee through a site visit and/or review of files and financial records relating to the grant or tax status. The grantee would agree to provide full and complete access upon a reasonable and timely request.
4. The Foundation requires immediate notification of any change in the grantee's Lead Management and/or Federal tax status before or during the period in which the grant funds are being spent.
5. Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Foundation, such action is necessary to comply with the law.
6. Any portion of the grant funds not used in accordance with these terms and conditions, or in agreement with the original grant application, must be repaid to the Foundation. No funds from this grant will be used to support propaganda, influence legislation or the outcome of any specific public election, or to support voter registration activities.
7. Grant funds must be requested and used within one year from the date of award or the grant is null and void.

This organization accepts full responsibility for any funds received and will abide by The Blanche & Julian Robertson Family Foundation's Grant Provisions & Conditions.

*Provisions & Conditions Understood:	Yes
*By:	Donna Beaver
*Date:	5/04/2023

You must return to the dashboard after completing this section and click the Accept button to finalize the completion of the Award Acceptance.

https://blanchejulianrobertsonfamilyfoundation.communityforce.com

Grant Status Report

Grant Status Report

*Organization Name:	Rowan County Department of Social Services (RCDSS)/Rowan One Church One Child (ROCOC)
*Project Title:	Protecting Rowan County's Abused, Neglected, and Poverty-Stricken Children

*Provide a brief project summary (Max words 50):

ROCOC provides free life essentials for families with active cases with RCDSS Children's Services Division and Work First Family Assistance (WFFA), as well as children in RCDSS custody in an effort to safely keep children in homes with birth parents, close relatives, or close friends and avoid foster care placements.

*Grant Amount:	
*Date Grant Received:	

Answer the following question:

*How successful was the project in meeting the goals outlined in the application? (Be specific) What is the impact of your project and how is it affecting the quality of life in the Salisbury/Rowan community? (Site specific examples) Identify any local vendors and/or employees used for this project (300 words max):

*Signature:	
*Name:	
*Title:	
*Date:	

Request Funds

*Are you ready to request funding?	Yes
*Organization Name:	Rowan County Department of Social Services (RCDSS)/Rowan One Church One Child (ROCOC)
*Contact First Name:	Donna
*Contact Last Name:	Beaver
*Street Address	1813 E Innes St
*City:	Salisbury
*State:	North Carolina
*Zip:	28146
*Final Award Amount Requested: (Cannot exceed approved grant amount)	$10,000.00
*Electronic Signature:	Donna Beaver 5/04/2023 1:48 PM

In order for funds to be disbursed, you must complete the above form and click the SAVE and then SUBMIT buttons

ROCOC Advisory Board (beginning July 2022)

Sylvia Fosha, African American Female

Kathy Tart, Caucasian Female

Ed James, Caucasian Male

Carrie Parker, Caucasian Female

Kelley Williams, Caucasian Female

Helen Peacock, Caucasian Female

Rick Galloway, African American Male

Susan Cooley, Caucasian Female

Melissa Ritchie, Caucasian Female

Micah Ennis, DSS Director, Caucasian Female

Roxie Cashwell, DSS Children's Services Program Administrator, African American Female

Josh Stutts, DSS Children's Services Program Manager, Caucasian Male

Beverly Mobley, DSS Special Forces Social Worker, Caucasian Female

Donna Beaver, ROCOC Program Coordinator, Caucasian Female

Vacant, DSS Special Forces Supervisor

ROWAN COUNTY DEPARTMENT of SOCIAL SERVICES
Be an original.™
Carlton Jackson, Jr., Board Chair
Micah Ennis, Director
1813 E. Innes Street, Salisbury, North Carolina 28146
704-216-8330 (P) 704-638-3041 (F)

Rowan One Church One Child is part of Rowan County Department of Social Services and Rowan County Government. Rowan County Government is not tax exempt.

Please see budgets, which include all Rowan One Church One Child income and expenses, for the previous and current fiscal years.

ROWAN COUNTY DEPARTMENT of SOCIAL SERVICES
Be an original.™
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Please see budgets, which include all Rowan One Church One Child income and expenses, for the previous and current fiscal years.

Rowan County DSS/Rowan One Church One Child

SECTION ONE: PROJECTED INCOME			
Funding Sources	**Amount**		**Are Funds Requested or Committed?**
This Grant Program	$	10,000.00	Requested
Salisbury Rowan Coummunity Foundation Grant	$	8,000.00	Committed
Woodson Foundation Grant	$	10,000.00	Requested
Church, Individual, and Organization Donations	$	13,000.00	Requested
	$	-	
	$	-	
	$	-	
	$	-	
Total Income	$	41,000.00	

SECTION TWO: PROJECTED EXPENSES				
Expense Item	**Amount**		**Amount from This Grant Program**	
Beds & Mattresses	$	31,000.00	$	1,000.00
Used Appliances	$	500.00	$	500.00
Car Seats	$	1,000.00	$	500.00
Other Life Essentials	$	8,500.00	$	8,000.00
	$	-	$	-
	$	-	$	-
	$	-	$	-
	$	-	$	-
Total Expenses	$	41,000.00	$	10,000.00

Note: The total income (B14) must match the total expenses (B26).

If necessary, please include any clarifying information about the project budget.
Funds will be spent on beds, mattresses, used appliances, car seats, pesticides, dressers, clothing and shoes, diapers and wipes, other baby items, baby formula, personal hygiene items, bedding and other household goods, food, gas, and other life essentials as needed.

Note: The Foundation recognizes circumstances may change over the life of a grant. Therefore, anticipated deviations from any line item of this budget requires a request for reallocation of funds. Please submit reallocation requests in writing to the Foundation for approval prior to spending remaining funds.

PROJECTED BUDGET JULY 2022-JUNE 2023

INCOME

Donations	Received as of Dec 31, 2022	Anticipated
Church Donations	$7388.24	$7000
First UCC Grant	$1000	$0
Salisbury Rowan Community Foundation Grant	$0	$8000 (accepted but not yet received)
Robertson Foundation Grant	$0	$10,000 (requesting)
Woodson Foundation Grant	$0	$10,000 (requesting)
Individual Donations	$2055	$2000
Organization Donation	$500	$500
Pull from Ledger Balance		$12,716.07
Total	**$10,943.24**	**$50,216.07**

EXPENSES

Expenses	Spent as of Dec 31, 2022	Anticipated
Beds & Mattresses	$20,591.82	$20,500
Used Appliances	$250.00	$500
Car Seats	$699.07	$700
Supplies for Center	$0	$100
Other – pesticides, cleaning supplies, dressers, strollers, door alarms, lock boxes, clothing, shoes, underwear, socks, diapers, wipes, bedding, fire escape ladders, rent/utilities for families, food/gas cards, heaters	$8808.42	$9,000
Total	**$30,349.31**	**$30,800.00**

As of 12/31/2022, the ROCOC ledger balance was $65,502.02.

ROCOC FINANCIAL STATEMENT 2021-2022

INCOME

Church Donations	$11,176.67
First UCC Grant (received Nov 2021)	$2800
Salisbury Rowan Community Foundation Grant (received Jan 2022)	$7500
Robertson Foundation (received May 2022)	$8000
Woodson Foundation (received June 2022)	$10,000
Individual Donations	$7547.55
Organization Donations	$770
TOTAL	**$47,794.22**

EXPENSES

Beds & Mattresses	$13,217.63
Used Appliances	$1639.94
Car Seats	$2361.68
Supplies for Center	$316.64
Other – pesticides, cleaning supplies, dressers, strollers, door alarms, lock boxes, clothing, shoes, underwear, socks, diapers, wipes, bedding, fire escape ladders, rent/utilities for families, food/gas cards, heaters	$11,684.01
TOTAL	**$29,219.90**
FUND BALANCE AS OF 6/30/2022	**$78,731.18**

PICTURES OF THE ROCOC ASSISTANCE CENTER

AND SOME OF OUR VOLUNTEERS









PICTURES TAKEN AT THE FALL 2022 MEETING OF

ROCOC PARTNERS





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:	Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Micah Ennis, Director, DSS
DATE:	5/22/23
SUBJECT:	GRANT AGREMENT: Accept Rowan Community Foundation grant for ROCOC

Rowan One Church One Child has been awarded a grant from Salisbury-Rowan Community Foundation 2022 grant cycle for the project, "Essential Living Items for Safeguarding Rowan's Neglected Children." The award is in the amount of $8,000 to be used to purchase beds, car seats, and used appliances for families as needs arise.

Recommendation:
Approve accepting the grant funds from Salisbury-Rowan Community Foundation 2022 grant cycle.

ATTACHMENTS:

Description	Upload Date	Type
Rowan Community Foundation Grant Agreement	5/22/2023	Exhibit

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

Applicant View

Applicant Summary

Organization Status Search	
Please search for your organization's legal name and current status by following these steps:Click on the data entry field that says "Select", and begin typing the organization name in the box that appears.As you type, the list of organizations will narrow, and you can select your organization from the list. Search tip: If your organization's name includes an "and" or "&", try interchanging these if you are having difficulty finding your organization. If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor.If your organization does not appear, please select Organization Not Found from the top of the dropdown list. A status of Due Diligence Required will appear. Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required.The Foundation will begin required due diligence processes once an application is fully submitted.	
***Organization legal name / Status:**	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146]Due Diligence Approval Completed
Organization Information	
Please re-enter the organization's legal name below, and enter the current mailing and contact information.	
***Organization legal name:**	Rowan County Department of Social Services (RCDSS)
Organization AKA or DBA name:	Rowan One Church One Child (ROCOC)
***Mailing address:**	1813 E Innes St
Mailing address line 2:	
***Mailing city:**	Salisbury
***Mailing state:**	North Carolina
***Mailing county:**	Rowan County
***Mailing zip:**	28146
***Organization phone:**	704-267-7996
Organization web address:	www.rowancountync.gov/rococ
Application Contact Information	
***Salutation:**	Mrs.
***Contact first name:**	Donna
***Contact last name:**	Beaver
***Contact title:**	Rowan One Church One Child Program Coordinator
***Contact telephone number:**	704-267-7996
***Contact email address:**	donna.beaver@rowancountync.gov
***Is the contact person listed above also the executive director of the organization?**	No
***Salutation:**	Mrs.
***Executive director first name:**	Micah
***Executive director last name:**	Ennis
Supplemental Information	

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

***EIN (please type in the following format: XX-XXXXXXX):**	56-6000336

Organization Overview

Organization Overview	
***Organization mission:**	ROCOC partners with RCDSS, churches, foundations, civic organizations, and community members to improve the lives of Rowan County children/teens who are victims of poverty, trauma, neglect, and/or abuse by providing life necessities for families who seek to provide a loving, stable, healthy, and protective home environment for these children/teens. By assisting families with life necessities, ROCOC and our partners hope to keep birth famlies intact whenever possible, to strengthen relative caregivers, and to decrease the need for parents to seek alternative ways to relieve stress or earn income through illegal activies, placing children at higer risk for trauma.
***Organization core services: (100 word max.)**	ROCOC assists families with active cases with the Children's Division of RCDSS and families receiving Work First Family Assistance (WFFA) through RCDSS with beds, car seats, used appliances, clothing and shoes, underwear and socks, personal hygiene items, diapers and wipes, school supplies, and other life necessities as needed. Children, teens, and their caregivers can visit the center monthly to receive clothing, shoes, underwear, socks, personal hygiene items, diapers, wipes, household goods, and school supplies. Larger items are oredered for families and delivered directly to their homes. FAMILIES RECEIVE THESE SERVICES FREE OF CHARGE.
***Please provide the estimated number of volunteers for your organization (specific to your local unit, if applicable).**	100

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

***Please provide a brief description as to how you engage volunteers to further your mission.**	ROCOC Assistance Center volunteers assist families as they come into the center and accept, sort, and put away donations. They personally spread the ROCOC mission throughout the community and refer churches and organizations who are interested in partnering with ROCOC to the ROCOC Program Coordinator.. Each ROCOC partner chooses a coordinator who shares the needs of ROCOC with the church/organization and assists in planning events to benefit ROCOC. Our 15 Advisory Board members also personally spread the word about ROCOC to the community and assist in recruiting new partners. They assist in the planning of 2 yearly community banquets to spread information aboutt he work of ROCOC.
Organization Demographic Information	
When submitting demographic information please be sure to fill out all fields. Enter "0" for percentage fields that do not apply to your organization, all fields should total 100%. Please respond to the questions to the best of your ability and "approximates" or estimates are acceptable.	
Service Population - Use the following percentage fields to describe the overall population your organization serves by race/ethnicity:	
Click here if your organization does not collect this information on your service population:	We don't collect this information on our service population
Board of Directors - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Board of Directors:	
***Asian**	0
***Black or African American**	33
***Hispanic or Latino**	0
***Native American/Alaskan**	0
***Native Hawaiian or Other Pacific Islander**	0
***White, non-Hispanic**	67
***Not listed above**	0
Click "Calculate" to confirm your Board of Directors percentages total 100.	100.00
Board of Directors - Use the following percentage fields to describe the gender composition of your organization's current Board of Directors:	
***Female**	80
***Male**	20
***Non-binary**	0
***Click "Calculate" to confirm your Board of Directors percentages total 100.**	100.00

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

***How does your organization go about building racially and culturally diverse representation within your board? Please explain. (150 word max)**	Early in the COVID pandemic, the Advisory Board was unable to meet. The ROCOC Program Coordinator retired in late 2020. After being named Program Coordinator in January 2021, Donna Beaver began to reassemble the board for virtual meetings. Many members found the virtual meetings difficult and became inactive. The board currently consists of 6 DSS employees and 9 community members. The DSS staff positions remain constant on the board. By June 2022, each community member rotated off, and 9 new community members, all members of partner churches, were elected to serve beginning July 2022. Some submitted letters of application to the board, and some were recommended by previous board members and volunteers. It was important to DSS employees to assemble a diverse group to serve 2 and 3 year terms..The current board is committed to diversity when electing future board members and hopes to include represenatives from the Hispanic community.
Leadership/Management Team - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Leadership Team (Executive Director, CEO, Department Lead or higher):	
Click here if your organization does not have a leadership/management team:	
***Asian**	0
***Black or African American**	33
***Hispanic or Latino**	0
***Native American/Alaskan**	0
***Native Hawaiian or Other Pacific Islander**	0
***White, non-Hispanic**	67
***Not listed above**	0
Click "Calculate" to confirm your Leadership Team percentages total 100.	100.00
Leadership/Management Team - Use the following percentage fields to describe the gender composition of your organization's current leadership team:	
***Female**	83
***Male**	17
***Non-binary**	0
***Click "Calculate" to confirm your Leadership Team gender percentages total 100.**	100.00

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

***What is the race/ethnicity of your current or acting Executive Director, CEO or President? Select all that apply.**	White
***What is the gender of your current or acting Executive Director, CEO or President?**	Female
Staff - Use the following percentage fields to describe the race/ethnicity composition of your organization's current staff:	
Click here if your organization does not have staff:	
***Asian**	0
***Black or African American**	29
***Hispanic or Latino**	5
***Native American/Alaskan**	0
***Native Hawaiian or Other Pacific Islander**	0
***White, non-Hispanic**	66
***Not listed above**	0
Click "Calculate" to confirm your staff percentages total 100.	100.00
Staff - Use the following percentage fields to describe the gender composition of your organization's current staff:	
***Female**	90
***Male**	10
***Non-binary**	0
***Click "Calculate" to confirm your staff gender percentages total 100.**	100.00

Project Description

***Project/program title: (8 word max.)**	Essential Living Items for Safeguarding Rowan's Neglected Children
***Please select the primary investment area that your project will address (if needed, see list of descriptions for assistance):**	Human Services
***Brief project summary: (50 word max.)**	ROCOC will provide new beds (including twins, fulls, queens, toddler beds, cribs, basinets, and pack n plays), new car seats and booster seats, and used appliances for families receiving services from RCDSS Children's Services Division and families receiving WFFA.
***What is the geographic service area being served, such as neighborhood, county-wide, etc.?**	Rowan County, NC - county-wide

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

If your program was specifically designed to serve a certain population, please indicate below (Check all that apply):	
***Age group:**	Children - Preschool (0 - 4 yrs) Children - Elementary School (5 - 10 yrs) Youth - Middle School (11 - 13 yrs) Youth - High School (14 - 17 yrs) Young Adult/College (18 - 22 yrs) Not Age Specific
***Gender:**	Female Male Non-binary Not Gender Specific
***Race/Ethnicity:**	Black or African American White Hispanic or Latino Asian Native American/Alaskan Native Hawaiian/Pacific Islander Not Race/Ethnicity Specific
***Other populations:**	Members of LGBTQ+ community or allies
If you would like to provide additional information concerning the intended audience/constituents of your project, please do so here:	ROCOC serves children/teens of all ages, races, ethnicities, and culteral backgrounds. We serve children/teens and their families regardless of sexual orientation.
***Detail the project timeline. Include key milestones and dates, where applicable. (150 word max.)**	Funds received from the Salisbury Rowan Community Foundation Grant will be used between January 2023 and June 2023 to purchase beds, car seats, and used appliances for families as needs arise.

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

***Describe your project expenses in detail. (200 word max.)**	Currently, a twin bed and mattress can be purchased for $195. A crib and mattress can be purchased for $258, A toddler bed and mattress can be purchased for $100. A car seat/booster seat can be purchased from between $28-$80. Used appliances usually range from $150-$300. Most items are orded from Amazon or Walmart. ROCOC pays no shipping fees. Used appliances are picked up by families from Hill's Used Appliances in Thomasville or the Habitat Restore in Salisbury. All grant funds will be used to purchase beds, car seats, and used appliancesfor families. The ROCOC Assistance Center currently pays no rent or utilities. Donna Beaver is the only paid staff member on site. Her salary is paid by Rowan County Government.
***What makes your organization unique and effective, as compared with other organizations working in your geographic area with similar populations? What is your organization doing to limit duplication or overlapping services? (200 word max.)**	ROCOC is the only organization in Rowan County with a goal of purchasing life essential items for children and their families receiving services through RCDSS Children's Services and WFFA,who are suffering from poverty, trauma, abuse, and/or neglect. ROCOC is successful at bringing the faith community, as well as other community partners, together with RCDSS to assist families. ROCOC is unique in its approach to helping birth families to remain intact and supporting kinship or family designated caregivers by providing life essentials for families. If in the future, another organization arises offering similar services to families, ROCOC will attempt to partner with the agency.
***Do you need licensing, zoning or other regulatory approval to conduct the project?**	No
***Is your organization working in partnership with one or more organizations?**	Yes

***Please list all community partners and describe their role in the project. (100 word max.)**	RCDSS/ROCOC partners with 80Rowan County churches and 2 Rowan County civic organizations. Partners complete one yearly project to support ROCOC. Some examples of projects include financial donations, drives for diapers/socks/coats/school supplies/etc, volunteering, community meals with proceeds going to ROCOC. Projects can be as small or as large as the church/organization chooses. In the fiscal year of July 2021-June 2022, ROCOC received $11,946 in financial donations from our partners, plus an abundance of in-kind donations. Please see the attached 23letters from area partners to confirm their cooperation with ROCOC. Also attached is ROCOC letterhead listing all partners.
***Please attach letters from each partner confirming their participation. Letters must be uploaded as one document.**	scan 1.pdf
If necessary, please add clarifying information regarding the attachments.	

Results Description

***What results are you committed to achieving during the grant period? What metrics will you use to evaluate whether your project is successful? (100 word max.)**	$8000 will purchase approximately 10 twin beds/mattresses, 8 cribs/mattresses, 10 toddler beds/mattresses, 10 car seats, 10 used appliances. Depending on needs of families, more or less money may be spent per item. During the period, $8000 will be spent on beds (twin, full, queen, toddler, cribs), car seats, and used appliances. RCDSS Social Workers will send referrals to Donna Beaver, Program Coordinator, when needs arise. The DSS Children's Services Foster Care Supervisor will approve the purchase. Expenditures will be entered on the One Church One Child financial ledger and monitored by RCDSS Finances, as well as Rowan County Government Finances.
***How many participants will you serve?**	144
***What percentage of participants do you expect to achieve the results (enter a value up to 100% include the percentage sign in your response)?**	100

***Explain how you arrived at the numbers above (50 word max.):**	Considering the purchases mentioned above, 48 children will be directly affected. Each of these homes should have at least 2 other family members (ie. parents or siblings). 48 x 3 = 144. 100% of the children/teens will receive the needed items.
***Who is leading this initiative and what are their qualifications? What factors in their leadership most predict success? (100 word max.)**	Donna Beaver, ROCOC Program Coordinator, will be leading the iniative. Mrs. Beaver has over 18 years of experience working in many areas of RCDSS. During this time, she has worked directly with families and understands the critical needs of children. Since taking the position of Program Coordinator in January 2021, Mrs. Beaver has increased funding and streamlined business practices. Mrs. Beaver has spent a lot of time in the community, keeping connected with partners and building new partnerships. Mrs. Beaver is supported by RCDSS leadership and the ROCOC Advisory Board members.
***What have you achieved in the past three years that contributes to your organization's success? (100 word max.)**	Since the beginning of 2019, ROCOC spent over $150,000 on beds, car seats, used appliances, and other life necessities for children and their families. ROCOC has helped birth parents and relative caregivers provide safe and healthy homes for their children. Meeting health and safety needs of children in their own homes decreases the need for foster care placements and reduces trauma for children.

Financials and Project Budget

Financials	
***Annual operating budget:**	$46,600.00
***Please attach your organization's annual budget for the current fiscal year, including income and expenses. Please DO NOT attach budgets larger than 5 pages.**	Projected Budget July 22- June 23.pdf
***Please attach your organization's annual budget for the previous year, including income and expenses. Please DO NOT attach budgets larger than 5 pages.**	Financial Statement 2021-2022.pdf
***Net assets of organization (as reported on 990):**	$78,581.19
***Does your organization conduct an audit?**	Yes

***What is the most recent audit date?**	3/31/2022
Project Budget	
Please use the budget template provided below to detail your proposed project expenses. The following are instructions to assist you with submitting your budget:Download and read the Project Budget Instructions before completing a budget template.Once you have read the instructions, download the project budget template.Complete the budget template as instructed.Save the budget template as a PDF, no other file types will be accepted.Review the PDF document, ensuring all cells and information can be read and understood.Upload the completed PDF file to your application.	
Click the link below to review the project budget instructions:	
Click the link below to download a copy of the Project Budget Template:Note: Keep a copy of your proposed budget for your records. It is helpful if you need to resubmit or make changes throughout the grant program.	
***Upload completed project budget**	Project Budget Template_Rev 2021 (1).pdf
***Total project budget:**	$10,750.00
***Grant request amount:**	$8,000.00
***If you were to receive partial funding, how would this impact your ability to accomplish your goals? (100 word max.)**	RCDSS and ROCOC will be grateful for any funding that the Salisbury Rowan Community Foundation is able to provide. If less than $8000 is received, the ministry will reach out to other funding sources to meet the needs of families.

Submittal Page

Certification	
***Do you certify that the executive director and board of directors have approved submittal of this grant request?**	Yes
***Do you certify that all information provided is accurate to the best of your knowledge and the project and schedule as presented will be adhered to?**	Yes
***Title of representative requesting grant:**	ROCOC Program Coordinator
***Signature of representative requesting grant:**	Donna Beaver 8/25/2022 9:58:39 AM
To submit your application, return to your dashboard and click the "Final Review and Submit" button located at the upper-right corner. No additions or corrections to the application are allowed once it has been submitted.	

Award Agreement

The following program/project has been approved for funding:	
***Project/program title: (8 word max.)**	Essential Living Items for Safeguarding Rowan's Neglected Children

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

***Brief project summary: (50 word max.)**	ROCOC will provide new beds (including twins, fulls, queens, toddler beds, cribs, basinets, and pack n plays), new car seats and booster seats, and used appliances for families receiving services from RCDSS Children's Services Division and families receiving WFFA.

Grant TermsGrant funds are to be used only as stated in the following terms and conditions:This grant is being made for the specific project and / or components of the project outlined in the grant proposal. If any changes to the project are needed, contact Foundation staff to discuss amendments, reallocations, and to obtain approval to proceed prior to implementing any changes or expending any funds. If awarded general operating support, the funds must be used for the operations of the Grantee organization.Payment will be scheduled upon your acceptance of the grant including agreement to all terms and / or conditions. Submittal of this award section signifies your acceptance. The deadline for this section is four weeks after the email notification of award. If this section is not completed within the time allowed, the grant will be forfeited. Grants are one year in duration. To the extent it is required and indicated in Conditions below, the Grantee agrees to submit the online evaluation report describing the project and an explanation of how the funds were spent. Failure to submit a complete evaluation report by the stated deadline may make the organization ineligible to receive a grant from the same program in future years. Based on annual reporting calendars with clients and volunteers, the evaluation report is due 9 months after the grant award date, unless otherwise stated. All grant recipients have one year to complete the grant and if funds are not expended when the report is submitted at 9 months, an additional report may be required. Failure to submit follow up evaluation report(s) by the stated deadline(s) may make the organization ineligible to receive a grant from the same program in future years.If the Grantee does not complete the funded project within one year, the Grantee must submit a written request for an extension. The Foundation will notify the Grantee of the decision regarding the extension.The Foundation reserves the right to conduct an independent evaluation of your project and a verification of grant expenditures. The Grantee agrees to provide the information necessary to complete such an evaluation. Failure to submit requested information in a timely fashion may obligate the Grantee to refund the grant.The Foundation recognizes grant circumstances may change over the life of a grant which will require you to either apply for a grant extension or reallocation. Should your project change in scope, please notify The Foundation as soon as possible with any reallocation requests. Please note, any reallocation request must be approved. Failure to notify The Foundation of reallocation request may result in forfeiting any or all funds. The Foundation is not responsible for any actions of the Grantee, and furthermore, the Grantee agrees to indemnify, defend and hold harmless the Foundation, its agents and employees, and the Trustees/Board from any liability, loss, cost, injury, damage or other expense that may be incurred by the Grantee or claimed by any third person against it as a result of funding of the project or any action or non-action taken in connection with the project, only in the manner and to the extent provided by North Carolina law.

Grant Conditions

***Additional award contingencies:**	N/A
If you are required to submit additional information to meet contingencies listed above, please include attachments here. Files must be uploaded in PDF format on 8.5" x 11" paper with a portrait orientation.	

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

Additional attachments can be included here.	
Grant Award Information	
Award Amount:	2022 Salisbury-Rowan Community Foundation Grant Cycle Awarded On 11-29-2022, $8,000
Post Grant Evaluation Final Report is due by Noon on Friday, August 11, 2023.	
Award Acceptance	
Please sign below indicating your organization's intended acceptance or decline of grant funds. Organizations intending to accept this award must complete this section or grant funds will be forfeited. Your acceptance of this grant includes agreement to all terms and/or conditions. Note: Accepting or declining your grant award is a two-step process. You must complete this section AND select the Accept or Decline button located in the upper-right corner of your dashboard.	
***Do you certify that the executive director accepts this grant and all terms and conditions as stated above?**	Yes
***Title of representative accepting grant:**	ROCOC Program Coordinator
***Signature of representative accepting grant award:**	Donna Beaver 5/16/2023 1:34:30 PM
To officially accept this grant, click "Save and Return" to the Applicant Dashboard and select the "Accept" button located in the upper-right corner.	
Should you need additional information, please contact Tiara Miles, Board & Grants Specialist, at tmiles@fftc.org or 704.973.4506.	

Program Grant Evaluation Report

Should you need additional information, please contact Tiara Miles, Board & Grants Specialist, at tmiles@fftc.org or 704.973.4506.	
***Which of the following statements applies to your organization?**	

Shiloh United Methodist Church
P.O. Box 315
Granite Quarry, North Carolina 28072
Office (704) 279-2112

August 27, 2022

To Whom It May Concern

Shiloh UMC Church in Granite Quarry, NC partners with Rowan One Church One Child to assist Rowan's abused and neglected Children. ROCOC partners with many other Rowan County churches and organizations.

Rev Dr. Craig J. Sefa
Pastor

MEMORANDUM

TO: Salisbury-Rowan Community Foundation

FROM: Kiwanis Club of Salisbury, P.O. Box 182, Salisbury, NC 28145

DATE: August 29, 2022

RE: Letter of Partnership with Rowan One Church One Child

The Kiwanis Club of Salisbury partners with Rowan One Church One Child to assist Rowan County's abused and neglected children. It is our privilege to work alongside this much needed service.

Sincerely,

Nan Zimmerman

Nan Zimmerman
Vice President
Kiwanis Club of Salisbury

Maranatha Bible Church

2320 Statesville Boulevard, Salisbury, North Carolina 28147 / Telephone (704) 637-1995
Lincoln Roth Senior Pastor

Donna Beaver
Rowan One Church One Child Program Coordinator
Placement Coordinator
Rowan County Department of Social Services
1813 E Innes St
Salisbury, NC 28146

Dear Donna,

Maranatha Bible Church has partnered with Rowan One Church One Child in the past and plans to continue partnering with them to assist Rowan County's abused and neglected children through donations. We look forward to continuing to partner in any way our small congregation can help out!

We realize ROCOC partners with many other Rowan County churches and organizations to create the scaffolding needed to support the many needs of the children and foster parents within the system and we have enjoyed being a part of that partnership in the ecumenical community.

Signed,

Lincoln Roth
Maranatha Bible Church

dr

UNITY PRESBYTERIAN CHURCH
P. O. Box 28
885 Woodleaf Barber Road
Woodleaf, North Carolina 27054
704-278-4248

August 9, 2022

Unity Presbyterian Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. Rowan One Church One Child partners with many other Rowan County churches and organizations.

Sincerely,
Karen Fleming
Karen Fleming
Clerk of Session

Bethel United Methodist Church
2380 Long Ferry Rd
Salisbury, NC 28146

Bethel United Methodist partners with Rowan One Church One Child to assist Rowan's abused and neglected children. We are a small church but still make effort to send donations on a quarterly basis. I know that it takes donations and volunteers to this worthy group to make children have a way to get the items they need. ROCOC partners with many other Rowan County churches and organizations.

Signed,
Angie Lovingood
Communications for Bethel UMC

CAROLINA FAMILY CHURCH

August 9, 2022

Rowan One Church One Child
1312 N. Main St.
Salisbury, NC 28144

To whom it may concern,

It has been our honor, along with many other churches and organization in the area to partner with Rowan One Church One Child. They provide a much needed service as they assist the abused and neglected children of our community.

In Christ,

Jonathan Allen
Lead Pastor
Carolina Family Church

Cornerstone
real life now

August 10, 2022

To Whom It May Concern:

Cornerstone Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many Rowan County churches and organizations.

Sincerely,

Kristen Zapata
Executive Assistant

315 Webb Road • Salisbury, North Carolina 28147 • Office: 704.855.1218 • Fax: 704.857.0190 • www.cornerstone-church.net

First Presbyterian Church
308 West Fisher Street
Salisbury, NC 28144-4800
www.salisburyfirstpres.org
(704) 636-1321

August 9, 2022

First Presbyterian Church, Salisbury partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC also partners with many other Rowan County churches.

Rev. Lara Musser Gritter

Lara Musser Gritter
Co-Senior Pastor

FIRST UNITED METHODIST CHURCH
SALISBURY, NC
EST. 1783

August 9, 2022

Rowan One Church One Child
Assistance Center
1312 N. Main Street
Salisbury, NC 28144

This is to confirm that First United Methodist Church of Salisbury, NC partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Becca Blackmon

Becca Blackmon
Business Administrator

/bb

First United Methodist Church
217 South Church Street
Salisbury, North Carolina 28144

Phone: (704) 636-3121
Fax: (704) 637-2933
FUMCSALISBURY.ORG

GLORIA DEI LUTHERAN CHURCH
1908 Statesville Blvd
Salisbury North Carolina. 28144
(704) 636-8354
gloriadei.salisbury@gmail.com

To Whom It May Concern:

Gloria Dei Lutheran Church is one of the many churches partnering with Rowan One Church One Child (ROCOC) to assist Rowan's abused and neglected children. ROCOC has been a mission of ours for more than eight years.

ROCOC partners with many other Rowan County churches and organizations.

Grace and peace be with you

Carrie D Parker

Carrie D Parker
Congregational President

Maupin Avenue Presbyterian Church
Associate Reformed
100 Maupin Avenue
Salisbury, North Carolina 28144
Office 704-633-9101

11 August 2022

To Whom It May Concern:

Maupin Avenue Presbyterian Church in Salisbury, NC partners with Rowan One Church One Child to assist Rowan County's neglected and abused children.

ROCOC partners with many other Rowan County churches and community organizations.

Sincerely,
Susan Triplett, Maupin Ave Church
Co-ordinator with ROCOC

milfordhills
UNITED METHODIST CHURCH
LOVE, SERVE, AND LIVE AS CHRIST.

1630 Statesville Boulevard
Salisbury, NC 28144
704-636-0471
www.milfordhillsumc.org

To whom it may concern,

Milford Hills United Methodist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. We have been partners with ROCOC for many, many years and we are proud of the work they are doing to help the children of our county.

I, as the pastor of the church, and Ed James, our church's representative who serves on their board, are fully behind the ministry of ROCOC.

Sincerely,

Rev. Jim Parsons
Pastor

Ed James
Mission Team Member

8-20-2022

Mount Zion United Church of Christ

1415 South Main Street
P.O. Box 1298
China Grove, NC 28023

Office: 704.857.1169
mountzionucc@windstream.net

August 8, 2022

Salisbury Rowan Community Foundation:

Mount Zion United Church of Christ happily partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,

Kathy Ayash

Kathy Ayash
Administrative Assistant
Mt. Zion UCC

"This is the day that the Lord has made; let us rejoice and be glad in it."



"DIRECTION ON LIFE'S JOURNEY"
DR. DALE ROBERTSON, PASTOR

North Main Baptist Church
1501 North Main Street
Salisbury NC 28144-2925
704-637-2929

August 10, 2022

To Whom It May Concern,

North Main Baptist Church is a proud partner with Rowan One Church One Child in assisting Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

In HIS Service,
W. Dale Robertson
Dr. Dale Robertson,
Pastor

"We will give ourselves contiually to prayer,
and to the ministry of the word." (Acts 6:4)

E-mail: northmainbc@gmail.com / Web: www.northmainonline.com

Oakdale Baptist Church
200 Charles Street
Spencer, NC 28159
704-633-9412

August 10, 2022

Oakdale Baptist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,
Keven Yates
Secretary/Church Clerk

SALISBURY SEVENTH-DAY ADVENTIST CHURCH

304 Rudolf Rd.
Salisbury, NC 28146
(704)-633-1282

To whom it may concern,

August 12, 2022

The Salisbury Seventh-Day Adventist Church continues to partner with the Rowan One Church One Child to assist Rowan's abused and neglected children. We are one of many Rowan County networking partners. As the pastor of Salisbury SDA Church, I have had the opportunity to host the ROCOC partnership banquet for the past several years. I can honestly say that the services that ROCOC brings to Rowan County has made a tremendous impact in the community. I cannot imagine the Rowan without ROCOC.

Yours truly,

Pastor Scottie Deal
Salisbury SDA Church
910-280-8953

St. Matthew's Lutheran Church
9275 Bringle Ferry Road
Salisbury, NC 28146
704-633-3770

Rev. Dr. Jarrod Lanning, Pastor

August 9, 2022

St. Matthew's has been in partnership with One Church/One Child for approximately 10 years. Our church has supported their ministry with donations and collections of clothing, etc.

We are honored to be a support of their outstanding efforts in Rowan County.

Elaine Huffman
Adm. Asst.

Rose Hill Baptist Church
Serving Christ and the Community

Rose Hill Missionary Baptist Church
P.O. Box 94
Kannapolis, NC 28082

To Whom It May Concern:
Rose Hill Missionary Baptist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Signed,

Rev. Maurice Jones

Rev. Maurice Y. Jones
Pastor



Saint James Evangelical Lutheran Church
131 West Main Street • P. O. Box 486
Rockwell, North Carolina 28138
(704) 279-3150

August 10, 2022

St. James Lutheran Church of Rockwell partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Most sincerely,

Nell Tolley

Nell Tolley
Administrative Assistant

Centenary United Methodist Church

620 Centenary Church Road
Mt. Ulla, NC 28125

Rev. Joseph (Joe) Collins, D.Min Pastor
Pastor's Cell 336-972-0168
jcollins@wnccumc.net

Church Office 704-663-2298
secretary.centenary.umc@outlook.com

One Church One Child

Centenary United Methodist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,

Vickye Farlow

Vickye Farlow
Secretary Treasurer

Providence United Methodist Church

CHURCH ADDRESS:
6450 Bringle Ferry Road
Salisbury, N.C. 28146
(704) 633-5326

PARSONAGE ADDRESS:
135 Partridge Trail
Salisbury, N.C. 28146
(704) 633-5835

August 10, 2022

Rowan One Church One Child Program Coordinator
Rowan County Department of Social Services
1813 E Innes Street
Salisbury, NC 28146

Providence United Methodist Church partners with Rowan One Church One Child to assist Rowan's abused and neglected children. ROCOC partners with many other Rowan County churches and organizations.

Sincerely,

Rev. Aldana W. Allen

Rev. Aldana Allen
Pastor of Providence United Methodist Church
Phone: (704) 633-5326

Providence United Methodist Church
Growing Together in God's Grace!

Check us out on the web at: www.pumc-salisbury.org

UNION LUTHERAN CHURCH

Christ Centered ~ Mission Driven ~ Traditionally Grounded ~ Congregationally Focused

August 9, 2022

Donna Beaver, Social Worker III
Rowan One Church One Child Program Coordinator
Placement Coordinator
Rowan County Department of Social Services
1813 E Innes St
Salisbury, NC 28146

Dear Rowan One Church One Child,

Union Lutheran Church is proud to partner with Rowan One Church One Child to assist Rowan's abused and neglected children. Over the past several years, our Social Ministry Committee has sponsored through the congregation to collect, purchase, and donate items to help the organization during the year.

We are grateful to be a member of this community organization that partners with many other Rowan County churches and organizations.

Respectfully,

Genevieve Baker

Genevieve Baker
ULC Staff Support

St. Luke's Lutheran Church

11020 N.C. Highway 801
Mt. Ulla, NC 28125

August 15, 2022

Rowan One Church One Child Program Coordinator
Attention: Donna Beaver, Social Worker
Placement Coordinator
Rowan County Department of Social Services
1813 E Innes St
Salisbury, NC 28146

Subject: Partnership with Local Church

Dear Donna,

Please accept this letter as the formal documentation regarding our partnership with the Rowan One Church One Child Program.

Please let us know if you need any additional information.

Thank you,

Pastor Scott Swix

Reverend Scott Swix
Pastor of St. Luke's Lutheran Church

SS/csg

ONE CHURCH CHILD
ROWAN COUNTY

ROWAN COUNTY DEPARTMENT of SOCIAL SERVICES
Be an original.

Rowan County Department of Social Services
One Church One Child Ministry
1813 E. Innes Street, Salisbury, NC 28146
Donna Beaver, Coordinator
704-267-7996
donna.beaver@rowancountync.gov
www.rowancountync.gov/rococ

- Ardis Chapel AME Zion
- Bethel Lutheran
- Bethel UMC
- Bethlehem UMC
- Bethpage UMC
- Carolina Family Church
- Cedar Grove AME Zion
- Centenary UMC
- Central UMC - Spencer
- China Grove Church of God
- Christ Episcopal
- Christ UMC
- Cleveland UMC
- Coburn Memorial UMC
- Concordia Lutheran
- Cornerstone Church
- Dorsett Chapel UCC
- East Corinth Baptist
- Enon Baptist Church
- Faith Temple Triumphant Ministries
- First Baptist – Salisbury
- First Calvary Baptist
- First Presbyterian – Salisbury
- First United Church of Christ
- First UMC – China Grove
- First UMC – Landis
- First UMC – Salisbury
- Freedom United Church of God
- Gethsemane Missionary Baptist
- Gloria Dei Lutheran
- Gold Hill UMC
- Grace UMC
- Haven Lutheran
- Jerusalem Baptist
- Kannapolis Church of God
- Lebanon Lutheran
- Liberty UMC
- Life Church–Salisbury
- Life Impact Church
- Maranatha Bible Church
- Maupin Avenue Presbyterian
- Memorial UMC
- Milford Hills UMC
- Mount Tabor UMC
- Mount Zion CME
- Mount Zion Missionary Baptist
- Mount Zion UCC
- Nazareth Community Church
- North Main Baptist Church
- Oak Grove UMC
- Oakdale Baptist
- Providence UMC
- Refreshing Springs Christian Ministry
- Rock Grove UMC
- Rockwell UMC
- Rose Hill Missionary Baptist
- Rowan Christian Assembly
- Salem Lutheran Church
- Salisbury Kiwanis Club
- Salisbury Seventh-day Adventist
- Second Presbyterian
- Shiloh UMC
- Soldiers Memorial AME Zion
- South China Grove UMC
- Southside Church of God
- Southern City AME Zion
- St. Enoch Lutheran
- St. James Lutheran
- St. Luke's Lutheran
- St. Luke's Reformed
- St. Matthew's Lutheran
- St. Paul's Episcopal
- The Arbor UMC
- The Tower of Power United Holy Church
- Thyatira Presbyterian
- Union Lutheran
- United Christian Fellowship Church International
- Unity Presbyterian
- Woodleaf Civitan Club
- Woodleaf UMC
- Word of Life Family Worship Center
- Zion UMC

Member Congregations and Community Organizations

PROJECTED BUDGET JULY 2022-JUNE 2023

INCOME

Donations	Received as of July 31, 2022	Anticipated
Church Donations	$471.19	$11,000.00
First UCC Grant	$0	$2800.00
Salisbury Rowan Community Foundation Grant	$0	$8000.00
Robertson Foundation Grant	$0	$8000.00
Woodson Foundation Grant	$0	$8000.00
Individual Donations	$100.00	$7000.00
Organization Donation	$0	$700
Total	**$571.19**	**$45,500.00**

EXPENSES

Expenses	Spent as of July 31, 2022	Anticipated
Beds & Mattresses	$1529.37	$15,000.00
Used Appliances	$0	$2000.00
Car Seats	$0	$3000.00
Supplies for Center	$0	$300.00
Other – pesticides, cleaning supplies, dressers, strollers, door alarms, lock boxes, clothing, shoes, underwear, socks, diapers, wipes, bedding, fire escape ladders, rent/utilities for families, food/gas cards, heaters	$1900.71	$22,000.00
Total	$3430.08	$42,300.00

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

ROCOC FINANCIAL STATEMENT 2021-2022

INCOME

Church Donations	$11,176.67
First UCC Grant (received Nov 2021)	$2800
Salisbury Rowan Community Foundation Grant (received Jan 2022)	$7500
Robertson Foundation (received May 2022)	$8000
Woodson Foundation (received June 2022)	$10,000
Individual Donations	$7547.55
Organization Donations	$770
TOTAL	**$47,794.22**

EXPENSES

Beds & Mattresses	$13,217.63
Used Appliances	$1639.94
Car Seats	$2361.68
Supplies for Center	$316.64
Other – pesticides, cleaning supplies, dressers, strollers, door alarms, lock boxes, clothing, shoes, underwear, socks, diapers, wipes, bedding, fire escape ladders, rent/utilities for families, food/gas cards, heaters	$11,684.01
TOTAL	**$29,219.90**
FUND BALANCE AS OF 6/30/2022	**$78,731.18**

2022 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services (RCDSS)

Project Budget Template

Rowan County DSS/Rowan One Church One Child

SECTION ONE: PROJECTED INCOME			
Funding Sources	**Amount**		**Are Funds Requested or Committed?**
This Grant Program	$	8,000.00	Requested
First UCC Grant	$	2,000.00	Requested
Church/Individual Donations	$	750.00	Requested
	$	-	
	$	-	
	$	-	
	$	-	
	$	-	
Total Income	$	10,750.00	

SECTION TWO: PROJECTED EXPENSES				
Expense Item	**Amount**		**Amount from This Grant Program**	
Beds	$	8,250.00	$	7,000.00
Used Appliances	$	1,000.00	$	500.00
Car Seats	$	1,500.00	$	500.00
	$	-	$	-
	$	-	$	-
	$	-	$	-
	$	-	$	-
	$	-	$	-
Total Expenses	$	10,750.00	$	8,000.00

Note: The total income (B14) must match the total expenses (B26).

If necessary, please include any clarifying information about the project budget.
Funds will be spent on beds, used appliances, and car seats from January 2023-June 2023. $2800 was actually requested from First UCC, but only a porton of this money will be spent during January 2023-June 2023.

Note: The Foundation recognizes circumstances may change over the life of a grant. Therefore, anticipated deviations from any line item of this budget requires a request for reallocation of funds. Please submit reallocation requests in writing to the Foundation for approval prior to spending remaining funds.

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:	Jody Farrow-Bennett; Purchasing Director & Anna Bumgarner; Finance Director
DATE:	6/5/2023
SUBJECT:	EMS Management & Consultant Contract

Rowan County uses EMS Management & Consulting as a medical billing and collecting service. This agreement is a contract for billing services and the fees paid to EMS/MC are based on the percentage of net collections. The County request an additional $100,000 to be added to contract 22197 to pay fees for the remainder of FY23.

The BA was approved by the BOC on 5/15/2023; BA 10-194.

Board of Commissioners authorize the Finance Director to approve a change order on contract 22197, not to exceed $100,000; with EMS Management & Consultants, Inc. for billing services.

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:	Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE:	6/5/2023
SUBJECT:	Approve New Corporate & Box Hangars Project - KMD Construction - Contract

---

Rowan County and Mid-Carolina Airport worked with Talbert, Bright & Ellington Engineering & Planning Consultants (TBE) and received proposals for the new corporate and box hangars project. Three bid responses were received.

The County requested to award the bid to KMD Construction who submitted the lowest total base bid in the amount of $17,369,522.80; at the 5/15/23 BOC meeting, agenda item #9. Requesting contract approval.

Attached is the unsigned contract.

Board of Commissioners authorize County Manager to approve the contract with KMD Construction, not to exceed $17,369,522.80.

ATTACHMENTS:

Description	Upload Date	Type
Contract	5/23/2023	Cover Memo

NORTH CAROLINA
ROWAN COUNTY

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2023, by and between Rowan County, North Carolina (hereinafter referred to as "COUNTY"), party of the first part; and KMD Construction, LLC. (hereinafter referred to as "CONTRACTOR"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the services of the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the services to the COUNTY in accordance with the terms of this Contract, time being of the essence.

SERVICES TO BE PROVIDED

The CONTRACTOR shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

NEW CORPORATE AND BOX HANGARS
MID-CAROLINA REGIONAL AIRPORT

Specifications and Contract Documents:

- **a.** Project Plans prepared by Talbert, Bright & Ellington, Inc. dated January 27, 2023
- **b.** Instructions to Bidders
- **c.** General Conditions, including any Supplementary General Conditions
- **d.** Project Special Provisions
- **e.** Technical Provisions (Construction Details)
- **f.** Proposal Accepted as modified in the amount of **$17,369,522.80**
- **g.** Performance and Payment Bond
- **h.** Addendum Nos. 1 through 5
- **i.** Contract
- **j.** Contract Modifications

Hereinbefore and hereinafter, the above-listed plans, specifications, and contract documents shall be collectively referred to as "Contract."

SUBCONTRACTING AND ASSIGNMENT

CONTRACTOR shall not sub-contract all or any part of the services provided for in this Contract without prior written approval of the COUNTY. Additionally, CONTRACTOR

shall not assign all or any portion of this Contract, including rights to payments, to any other party without the prior written consent of the COUNTY.

TERM OF CONTRACT

The term of this contract shall be as outlined in the Project Plans and Specifications.

The CONTRACTOR shall commence the work to be performed under the Contract not later than the date set by the COUNTY in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

PAYMENT TO CONTRACTOR

The amount to be paid by the COUNTY shall not exceed the following:

ORIGINAL PROPOSAL:	$ 17,369,522.80
TOTAL ADDITIONS:	$ 0
TOTAL DEDUCTIONS:	$ 0
CURRENT CONTRACT AMOUNT:	$ 17,369,522.80

The COUNTY hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

The COUNTY shall make partial payments to the CONTRACTOR on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the COUNTY until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the COUNTY.

Neither final payment nor any remaining retained percentage shall become due *until thirty (30) days* after all the following have occurred:

b. The CONTRACTOR completes all work covered by this Contract;

c. The COUNTY accepts such work; and

d. The CONTRACTOR submits to the COUNTY evidence satisfactory to the COUNTY that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. COUNTY may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the COUNTY. If a Subcontractor refuses to furnish a release or waiver required by the COUNTY, the CONTRACTOR may

furnish a bond satisfactory to the COUNTY to indemnify the COUNTY against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to the AUTHORITY all money that the COUNTY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

e. The CONTRACTOR submits to COUNTY a certificate evidencing that insurance *required by the Contract Documents* is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the COUNTY;

f. The CONTRACTOR submits a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period *required by the Contract Documents*; and

g. The surety, if any, consents to final payment.

It is further mutually agreed between the CONTRACTOR and the COUNTY hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the CONTRACTOR shall, at its expense, within five days after the receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the COUNTY.

WARRANTY

The CONTRACTOR hereby guarantees all materials and workmanship for a period of one (1) year from the date at final acceptance of all items of work set forth under this Contract.

RELATIONSHIP OF THE PARTIES

The CONTRACTOR shall operate as an Independent Contractor. COUNTY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the COUNTY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Contract. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the COUNTY. The COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at

its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing.

CONFIDENTIALITY

The CONTRACTOR shall use any and all information obtained as a result of its Performance of its duties under this Contract solely in furtherance of said Performance. CONTRACTOR shall ensure that it, its agents or assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than Performance of this Contract. CONTRACTOR ensures that every reasonable attempt to mitigate any such disclosure of confidential information is made.

LICENSURE AND CERTIFICATION

The CONTRACTOR shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Contract. The CONTRACTOR shall insure that all personnel engaged in work under this Contract shall be fully qualified and shall be authorized under state and local law to perform the services under this Contract. The CONTRACTOR shall further obtain and file with COUNTY the appropriate IRS form W-9.

INSURANCE

The CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the Rowan County Finance Director. Should said Certificate of Insurance expire prior to the termination of this contract, CONTRACTOR shall supply to the COUNTY an updated certification prior to the expiration of the Certificate initially provided.

> Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability $500,000 bodily injury, $500,000 bodily injury by disease, and $500,000 by disease policy limit.
>
> Commercial General Liability of not less than $1,000,000 General Aggregate Limit (Other than Products-Completed Operations), $1,000,000 Products-Completed Operations Aggregate Limit, $1,000,000 Personal and Advertising Injury Limit, $1,000,000 Each Occurrence Limit, and $100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.
>
> For Automobile Liability the limits shall not be less than $1,000,000 each person, $1,000,000 each occurrence of bodily injury liability, and $1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than $2,000,000 or $1,000,000 with an umbrella policy of $1,000,000 per occurrence.
>
> Cyber Liability Insurance shall not be less than $1,000,000 aggregate with County listed as additional insured.

All insurance companies must be licensed in North Carolina and be acceptable to the COUNTY. Insurance policies, **EXCEPT** Workers' Compensation and Professional Liability, shall be endorsed (1) to show Rowan County as additional insured, as their interests may

appear and (2) to amend cancellation notice to thirty (30) days, pursuant to North Carolina law. Certificates of Insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Rowan County Finance Director by certified mail."

The Certificate Holder should be listed as:

Rowan County
Purchasing Department
130 W. Innes Street
Salisbury, NC 28144

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Valerie Steele, Airport Director
3670 Airport Loop Road
Salisbury, NC 28147

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the COUNTY may be considered.

Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless Rowan County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the CONTRACTOR or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of Rowan County. It is the intent of this section to require the CONTRACTOR to indemnify Rowan County to the extent permitted under North Carolina law.

NON-APPROPRIATION

CONTRACTOR acknowledges that COUNTY is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of COUNTY's obligations under this contract, then this contract shall automatically expire without penalty to COUNTY thirty (30) days after written notice to CONTRACTOR of the unavailability and non-appropriation of public funds. It is expressly agreed that COUNTY shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the COUNTY‘s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects COUNTY ‘s authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to COUNTY upon written notice to CONTRACTOR of such limitation or change in COUNTY ‘s legal authority.

TERMINATION

Should the COUNTY be notified by, or reasonably determine that, the CONTRACTOR is unable to substantially comply with the terms of this Contract the COUNTY may, at its discretion, immediately terminate this Contract and withhold any and all monies owed to the CONTRACTOR except those owing up to the date of termination. Either Party may cancel this Contract should the other party be in Breach of the Contract if, after a sufficient period of time has passed and the Breaching Party has been notified of such Breach, the Breach has not been cured by the Breaching Party.

Further, COUNTY shall, upon thirty (30) days written notice to CONTRACTOR, be permitted to withdraw from and cancel this Contract.

ACCESS TO AND RECORD RETENTION

CONTRACTOR agrees to maintain all records of or related to the SERVICES set out in this Contract and shall, upon the COUNTY ‘s request, provide the COUNTY with, or access to, said records.

SEVERABILITY

If any provision of the Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

FORCE MAJEURE

Neither Party shall incur any liability to the other if its performance of any obligation under this Contract is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this Contract is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this Contract. If the performance by a party of any [material] obligation under this Contract is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this Contract by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this Contract.

HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

NON-WAIVER

The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. Unless prohibited by law, all actions relating in any way to this Contract shall be brought solely in the General Court of Justice of the State of North Carolina sitting in Rowan County or, where applicable, the United States District Court of the Middle District of North Carolina.

E-VERIFY COMPLIANCE

If CONTRACTOR is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR also agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to North Carolina General Statute § 147-86.59, CONTRACTOR hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, CONTRACTOR hereby certifies that it shall not utilize any subcontractor in the performance of this Contract that is identified on said List.

ENTIRE AGREEMENT

The CONTRACTOR and the COUNTY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by tele-facsimile signatures of the parties to this Contract. Unless and until further modified, this Contract shall consist of this document and the following attachments or addenda:

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have set their hands as of the day and year first above written and state that they have read and understand the terms herein and freely and voluntarily enter into this Contract and that without further proof or accounting thereof, it shall be deemed an original contract.

ROWAN COUNTY
(COUNTY)

By: _____

Date: _____
(Mailing Address)
130 W. Innes Street
Salisbury, NC 28144

KMD CONSTRUCTION, LLC
(CONTRACTOR)

By: _____

Date: _____
(Mailing Address)
1001 Old West Innes Street
Salisbury, NC 28144

Federal Tax ID#: _____

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

_____
FINANCE DIRECTOR

PERFORMANCE BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

KMD CONSTRUCTION, LLC
1001 OLD WEST INNES STREET
SALISBURY, NC 28144

as Principal, hereinafter called Contractor and _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144

hereinafter called OWNER, in the amount of Seventeen Million, Three Hundred Sixty-Nine Thousand, Five Hundred Twenty-Two Dollars and Eighty Cents ($17,369,522.80), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated _____, 2023 entered into a Contract with OWNER for the **NEW CORPORATE AND BOX HANGARS** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this _____ day of_____, 2023.

BY:

_____
Contractor

_____
Name *(Seal)*

_____
Title

WITNESS:

_____

BY:

_____ Principal
Surety

_____
Name *(Seal)*

_____
Title

WITNESS:

_____

BY:

_____*(Signature)*
Licensed Resident Agent

_____*(Typed)*
Licensed Resident Agent

_____*(Street Address)*

_____*(City / State / Zip Code)*

_____*(Telephone Number)*

LABOR AND MATERIAL PAYMENT BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

KMD CONSTRUCTION, LLC
1001 OLD WEST INNES STREET
SALISBURY, NC 28144

as Principal, hereinafter called Principal, and _____, a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, in the amount of Seventeen Million, Three Hundred Sixty-Nine Thousand, Five Hundred Twenty-Two Dollars and Eighty Cents ($17,369,522.80), forthe payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated _____, 2023 entered into a contract with OWNER for the **NEW CORPORATE AND BOX HANGARS** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.

b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this _____ day of_____, 2023.

BY:

_____

Contractor

_____

Name *(Seal)*

_____

Title

WITNESS:

_____

BY:

_____

Principal

Surety

_____

Name *(Seal)*

_____

Title

WITNESS:

_____

BY:

_____*(Signature)*

Licensed Resident Agent

_____*(Typed)*

Licensed Resident Agent

_____*(Street Address)*

_____*(City / State / Zip Code)*

_____*(Telephone Number)*

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE:	6/5/2023
SUBJECT:	Approve Taxiway Rehab Project - J.T. Russell & Sons, Inc. - Contract

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Rowan County and Mid-Carolina Airport worked with Talbert, Bright & Ellington Engineering & Planning Consultants (TBE) and received proposals for the taxiway rehab project. After a re-bid, Two bid responses were received.

The County requested the BOC to award the bid to J.T. Russell & Sons, Inc. who submitted the lowest total base bid in the amount of $1,525,400.00; on 5/15/2023, Agenda item I. Requesting contract approval.

The County received Two (2) Funding Grants for this project; Parallel Taxiway Rehab Grant (100%) and the Runway Overlay Grant (90/10 Split)

Attached is the contract for J.T. Russell & Sons, Inc.

Board of Commissioners authorize County Manager to approve the contract with J.T. Russell & Sons, Inc., not to exceed $1,525,400.00.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 06/05/2023
SUBJECT: EFT Policy and Procedures

The Finance Department would like to begin paying vendors and employee reimbursements by electronic funds transfer (EFT). With this transition, the funds would become available to our vendors and employees promptly, as well as decrease the amount of postage and checks utilized. Implementation would be phased in slowly starting with the monthly appropriations and employee reimbursements.

This recommendation is in accordance with Regulation E issued by the Federal Reserve Bank, NACHA operating rules, Article 4A of the Uniform Commercial Code (UCC) and Articles 3 of the UCC.

The Finance Department recommends the Board of Commissioners to approve the following:

Approve Finance the ability to start processing vendor payments by EFT after receiving a completed EFT authorization.

Approve the attached EFT Policy.

Approve the attached EFT Procedures.

Approve the attached EFT Authorization Form.

ATTACHMENTS:

Description	Upload Date	Type
Policy	5/23/2023	Cover Memo
Procedures	5/23/2023	Cover Memo
Authorization Form	5/23/2023	Cover Memo

ROWAN COUNTY EFT FINANCE POLICY

AUTHORIZATION & PROCESSING OF ELECTRONIC FUNDS TRANSFERS

1. PURPOSE AND SCOPE

Rowan County makes payments to vendors and employees by electronic funds as a routine business practice. All such payments must be properly authorized and executed to reduce the risk of erroneous or fraudulent transactions.

2. INTERNAL CONTROL REQUIREMENTS

To protect EFT transactions from internal and external threats, the following controls will be adhered to:

a. Implementation of bank offered security measures to prevent unauthorized individuals from initiating or modifying a transfer, i.e., use of positive pay.

b. Separate users must initiate and authorize electronic transactions.

c. Use of pre-established templates for specific transaction types and specific accounts may be authorized in advance by the Finance Director, however, new templates must be initiated by one user and authorized by the Finance Director.

d. The process for creating, securing, sending, and authenticating EFT transmittal files to prevent unauthorized modification or submission is documented below.

e. Adherence to Rowan County computer policies and procedures to protect the computers and computing processes used for EFTs from computer malware.

f. Regardless of payment method, i.e., wire transfer, ACH or paper warrant (check), employees shall adhere to the authorization and processing requirements.

g. Changes to vendor EFT accounts must be processed using the EFT Authorization Form, under no circumstances will account changes be authorized by telephone or email alone.

3. TYPES OF PAYMENTS VIA EFT

a. **Vendor Payments:** In its normal course of business, Rowan County remits the following types of vendor payments via EFT: Supplier payments, Employee reimbursements, routine payments to the State Treasurer. This does not include tax refunds.

b. **Supplier Payment** – A vendor payment will follow the necessary Accounts Payable and Procurement Policies. The EFT will be set up within the vendor profile within the county accounting program/software.

c. **Employee Reimbursement - Employees:** The county will process EFT payments for all expense reimbursements to employees. These expenses will follow the normal AP and Procurement Policy and approvals workflow.

For suppliers and employees being paid by paper warrant (check), the county shall adhere to the requirements for payment approvals and accounts payable documentation and processing within Rowan County's Policy & Procedures, and other applicable laws.

4. TRAINING

To ensure consistent compliance with procedures, employees tasked with processing, reconciling and record-keeping will train in proper procedures and internal controls prior to conducting these functions.

5. DEFINITIONS

a. Automated Clearing House (ACH) - A nationwide payment and collection system that provides for electronic distribution and settlement of funds. Although the term Electronic Fund Transfer (EFT) is technically more inclusive than the term ACH, the term EFT is often used synonymously with ACH and Wire Transfer. Wire transfers execute directly between two accounts, as opposed to a clearinghouse, so they process more quickly, but they are more expensive.

b. Electronic funds transfer (EFT) - refers to the disbursement from a bank account by means of wire, direct deposit, ACH or other electronic means.

c. NACHA (National Automated Clearing House Association) is the steward of the electronic system that connects all U.S. bank accounts and facilitates the movement of money among them.

6. RECORD-KEEPING

a. **Transaction records will include:**

i. Chronological number of the EFT payment.
ii. Time and date of disbursement.
iii. Payee - name, address, and account number.
iv. Amount of disbursement.
v. Purpose of disbursement.
vi. Munis accounting system expenditure/expense account number.
vii. Name and number of fund(s).
viii. Disbursing bank's unique transaction identification number, if available.
ix. Receiving bank or financial institution's identification number.

b. An electronic version of the authorization will be securely maintained within the county's financial software. The original received will be shredded once processed.

7. PROCEDURES / PROCESS

a. **Origination of ACH File:**

i. **ACH File Database:** Rowan County creates ACH files within the bank application.
ii. **Transmission:** Several options are available to transmit the file to the ACH originating bank, either through a gateway provider, or directly to the bank. Rowan County generates and transmits employee reimbursement and supplier payment files via Truist Bank (or applicable bank) within the Managed File Transfer Program.

iii. **Retention:** ACH and EFT data files are required to be maintained as specified within NC statues.

b. **Authorizations**
   i. An employee must submit an EFT Authorization request.
   ii. Retention of authorization forms and any requests for revocation of authorization will be electronically maintained within the county's software.

c. **Transaction Advices**
   i. Suppliers being paid by ACH credit will be advised of the payment by email if specified within the EFT Authorization Form.

d. **Cancellation of Transactions**
   i. If it is learned that a supplier or employee does not have a right to a payment or the payment amount is in excess of the amount due the supplier/employee, then the payment is to be cancelled. Actions to take will depend upon where the payment is in the timeline of the transaction.
      1. If the EFT / ACH file has not been transmitted to Truist (or applicable bank) but the payment process has been finalized, staff will void the batch to remove the incorrect payment.
      2. If the EFT / ACH file has not been transmitted to Truist (or applicable bank) and the EFT / ACH process has begun, staff will remove the incorrect payment prior to finalizing the batch.
      3. If the EFT / ACH file has already been transmitted to Truist (or applicable bank), staff would complete a Service Request or corrected file for item to be deleted or reversed.

e. **Cut-off Times and Close Outs**
   i. The following cutoff times are established for ACH file transmissions:
      1. The EFT / ACH file transmission for suppliers is generated two (2) banking days prior to issue/check date.

f. **Funding outbound ACH transactions**
   i. Funding of ACH files is deemed to be a critical function that must be performed accurately and timely, in order to avoid the overdrawing of bank accounts.
   ii. The settlement bank account which accommodates the funding of outbound EFT / ACH transactions for outbound EFT / ACH Supplier transaction is Truist (or applicable bank).
   iii. Funding of ACH/EFT transactions must occur for settlement no later than the following day of payment details.

g. **Reconciliation**
   h. All Bank Statements shall be reconciled monthly as part of a global reconciliation.
   ii. Individuals responsible for bank account reconciliations should not be responsible for handling cash.
   iii. All Bank Reconciliations are performed in accordance with NC statue standards. Completed bank reconciliations are reviewed by a second reviewer and recorded accordingly. Any reconciling item adjustments are recorded and reviewed by a second reviewer as part of the monthly reconciliation process.
   iv. All reconciliations are reviewed, signed, and dated by a second Finance Department

employee. All journal entries for adjustments are prepared by the responsible party and reviewed by a second Finance Department employee once completed.

v. Abandoned checks are escheated to the state each year per state regulations.

h. **Returns**

i. In the case of outbound transactions for supplier and employee payments, an EFT / ACH Returns account is not utilized. Instead, the returns will be credited to the settlement bank account at Truist (or applicable bank) from which the funds were originally disbursed.

ii. Returned items are monitored as part of the daily deposit process. Any returned items are forwarded to the appropriate Finance staff member (AP for all other ACH payments}, to be researched and either voided or reissued as appropriate. A second Finance Department employee reviews all such returns and their related disposition.

i. **Paying Invoices**

i. All invoices for banking services received (e.g., Truist, etc.) shall be paid timely, in accordance with established Rowan County's procedures for accounts payable.

ii. Responsibility for inspecting invoices received and approving for payment is that of the Department Director and review within the Finance Department.

j. **Signatures and Approvals:**

i. The U.S. Federal ESIGN Act of 2000 gives the same legal protection to online signing as to traditional pen-and-paper signing.

ii. Rowan County utilizes Adobe Pro e-sign for routing of documents and for the collection of signatures if applicable.

iii. Approval Signatures collected through Adobe Pro e-sign routing process are original and official.

8. FORMS and ATTACHMENTS

i. **EFT (ACH/Wire Transfer) Authorization Form**

ii. **AP EFT Procedures**

Accounts Payable Electronic Funds Transfer Processing Procedures

Accounts Payable EFT Procedures

Objective

This document provides instructions on how to create an electronic fund transfer (EFT) file for a bank in Munis.

Overview

In Munis Accounts Payable, when the principal account clerk processes an EFT check run, they are required to generate an EFT electronic file that they must send to the bank before the Cash Disbursements Journals program can be completed. **Note:** The transfer of this file to the bank is not a Munis function and must be performed according to the organization's guidelines.

Prerequisites

Before successfully completing this process, ensure that roles granting the necessary permissions have been assigned to the user's account. If the roles have not been established, contact the system administrator to have them updated or added into the Munis system. Confirm the following:

- The **Payment Receipt Method** for the vendor record and remit address is **Electronic fund transfer** with the **Bank** code, **Routing number**, **Account** number, and account **Type** information completed
- Bank codes exist in the **Bank Codes** program for all participating vendor banks
- **AP Invoices** have been proofed and posted with a payment method of **EFT**
- The **Select Items to Be Paid** program has been completed and printed
- The **Print Checks** program has been completed for **EFTs**

Procedure

Complete the following steps to create an EFT electronic file for the bank:

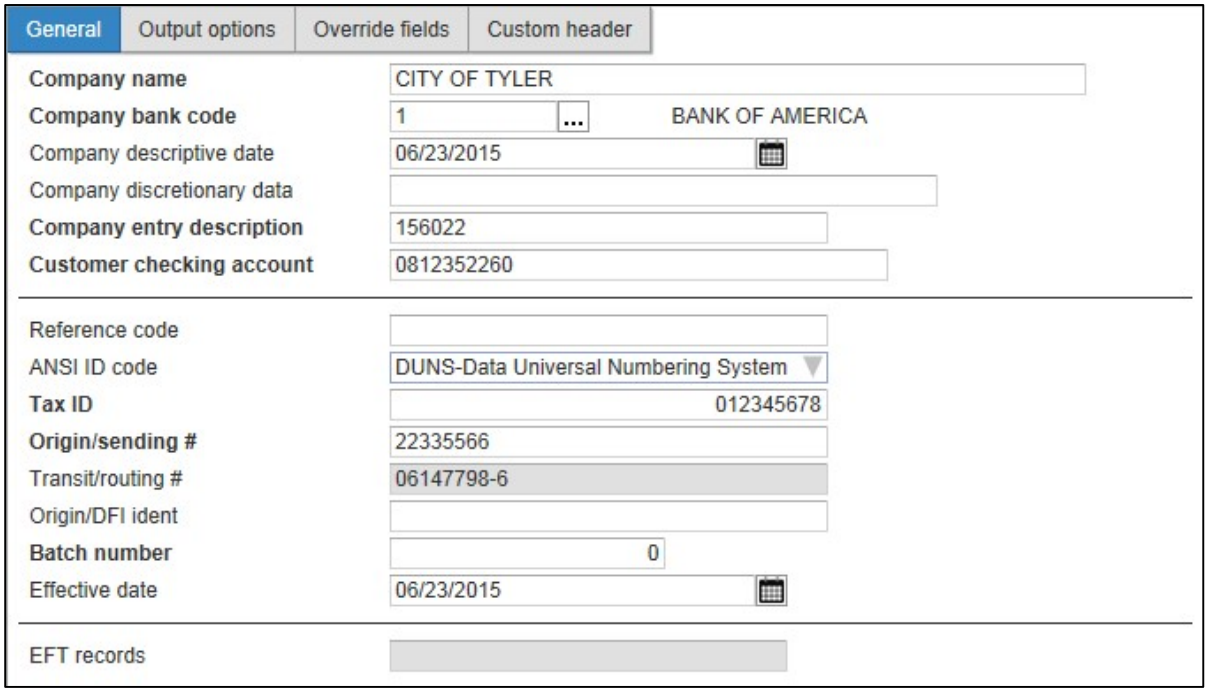
1. Open the **Munis → Financials → Accounts Payable → Cash Disbursements → EFT Processing** program
2. Click **Define**
3. Complete the fields according to the following table:



Field	Description
Cash Account	This is the cash account number that was entered for the check. The default value for this box is the cash account selected in Accounts Payable Settings.
CHECK RUN	This is the check run of the invoices paid by this check. It would have been defined during the Select Items to Be Paid process

Accounts Payable Electronic Funds Transfer Processing Procedures

4. **General Tab**



Field	Description
Company Name	This box identifies the name of the organization that will be sending the EFT file to the bank. Example: City of Leavenworth or Lyon County, NV
Company Bank Code	This is the code of the organization's bank to which the file is being transferred to. The bank code is maintained in the Bank Codes program.
Company Descriptive Date	This is institution-specific information. Contact the financial institution for more information on this field.
Company Discretionary Data	This is institution-specific information. Contact the financial institution for more information on this field.
Company Entry Description	This is institution-specific information. Contact the financial institution for more information on this field.
Customer Checking Account	This is the customer's checking account number.
Reference Code	This is the code used to define the transfer. You can enter up to ten alphanumeric characters.
ANSI ID Code	This list contains ANSI identification codes. The ANSI ID code is related to the type of tax ID number entered in Tax ID.
Tax ID	This is the nine-digit federal tax identification number.
Origin/Sending #	This is the immediate origin number (Federal Reserve Routing Number, ABA Institution ID, Federal ID number, and Check Digit). This number must be 10 digits and cannot have spaces.

Field	Description
Transmit/Routing #	This box stores the transit/routing number of the sending institution. This is a number unique used for the bank. It will be the same number used to set up automatic bill pay.
Origin/DFI Ident	This is the originating depository financial institution (DFI) identification number. The identification number can be up to eight digits.
Batch Number	This is the batch number of the transaction. Zero is a valid entry.
Effective Date	This is the date the transaction affects the general ledger.
EFT Records	This box displays the number of EFT records; this is a display-only box.

5. **Output Options Tab**



Field	Description
File Name	This is the name of the file. The file name can be up to 8 alphanumeric characters, and cannot include spaces.
Create Debit Entry	This check box, if selected, indicates that the transaction is a debit entry.
Use Origin/Sending Number	This check box, if selected, directs the program to use the origin/sending number when sending the transaction. If this check box is not selected, the program uses the tax identifier number.
Include Line Feeds	This check box, if selected, directs the program to print each record on a separate line. If this check box is not selected, an EFT file prints on a continuous line.

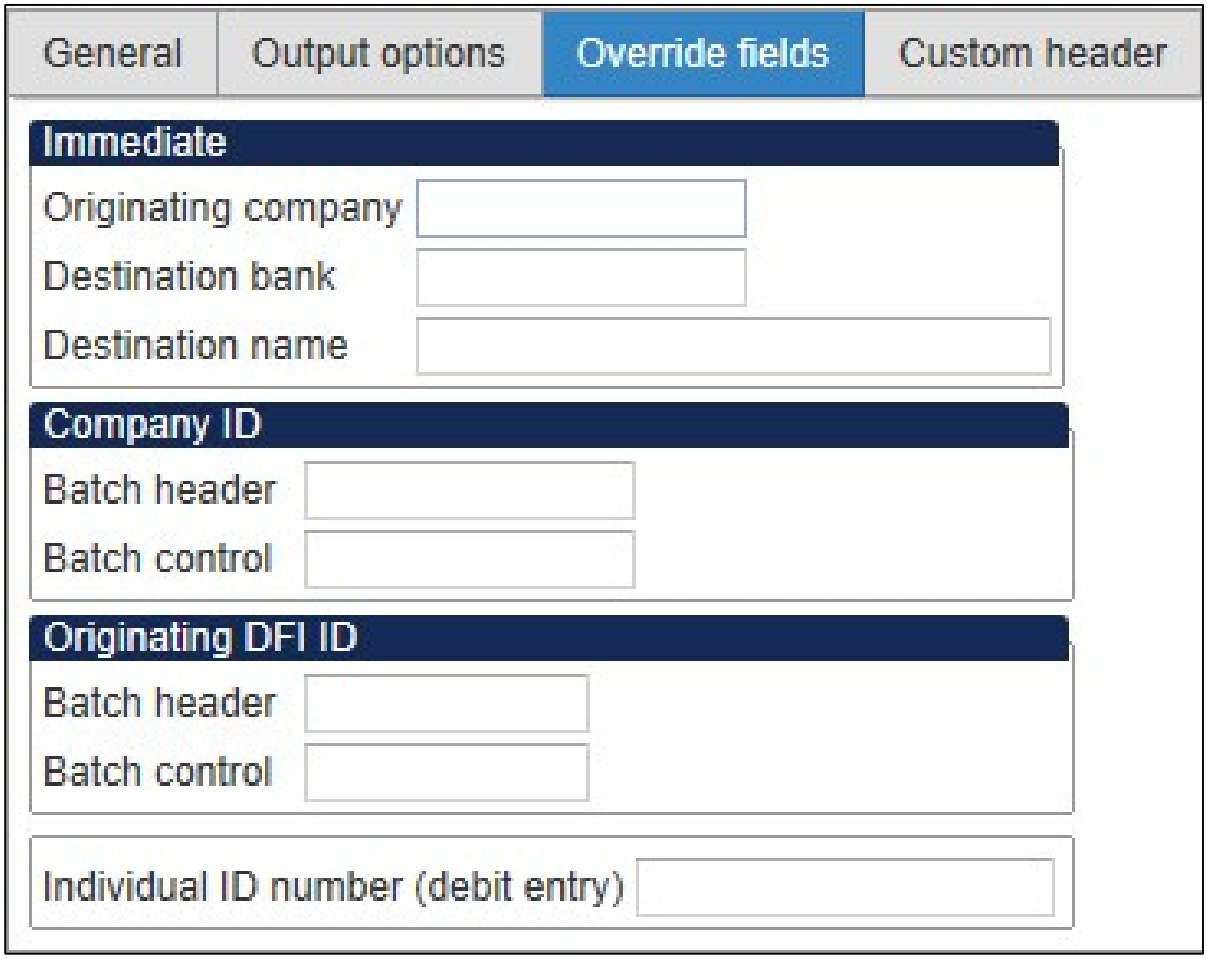
Field	Description
File Type	This list indicates the file type of the payments being made: • CCD (Cash Concentration Disbursement): The records are to be deposited to commercial accounts. The funds will be transferred, but the invoices will not be broken down • PPD (Pre-arranged Payment or Deposit)**:** The records are to be deposited to personal checking or savings accounts. The funds will be transferred, but the invoices will not be broken down • CTX - (Multiple addenda records): The records contain invoice and payment information for combined payments to a single vendor. CTX data can be entered in Vendors using the ASCX12 button on the Terms tab. For CCD and PPD, the file structure and format are the same. Columns 5153 on the Report 5 Batch Header record contain either CCD or PPD, depending on file type specified.
Export EFT Advices	This check box, if selected, causes the report to show whether the vendor wishes to have an extra copy of the EFT advices printed, sent by fax, or sent by e-mail. When you generate the EFT advices, n Register Report that includes the Print, Fax, and E-mail columns indicating how the EFT advice is distributed to the vendor. When this check box is selected, the EFT Processing report includes the remitter EFT delivery information. If there is more than one remittance address, the EFT report shows only the first address. If there are no remit addresses associated with a disbursement, the delivery method is entered from Vendors.
ASC X12 Addenda Information	
Interchange Sender Type	This list indicates the Interchange ID qualifier that identifies the sender to the vendor's bank.
Interchange Sender Code	This box stores the sender code associated with the Interchange Sender Type. For example, if the sender type is 30, type the Tax ID number in this box. Enter up to 15 characters.
Application Sender Code	This box contains the value agreed upon by the organization and vendor that identifies the party sending the transaction. DUNS is a standard number used. Use a minimum of two characters and a maximum of 15.

Note: If there are multiple **File Types** of EFT's being processed at the same time, for example, a mix of CCD and PPD files, then those will need to be separated and sent to the bank in 2 different files. This is very rarely done, but the bank may require these to be separated
To do this:

1. Complete **Select Items to be Paid** and only select the **CCD** items.
2. Give those a unique **Check Run** number
3. Process the **Print Checks** for those EFT's

4. Then complete the **Select Items to be Paid** for the **PPD** items with a different **Check Run** number
5. **Print Checks** for those EFT's
6. Once that has been completed, then in the **EFT Processing** screen, **Define**, **Register** and **Generate** an EFT bank report for each of those check runs

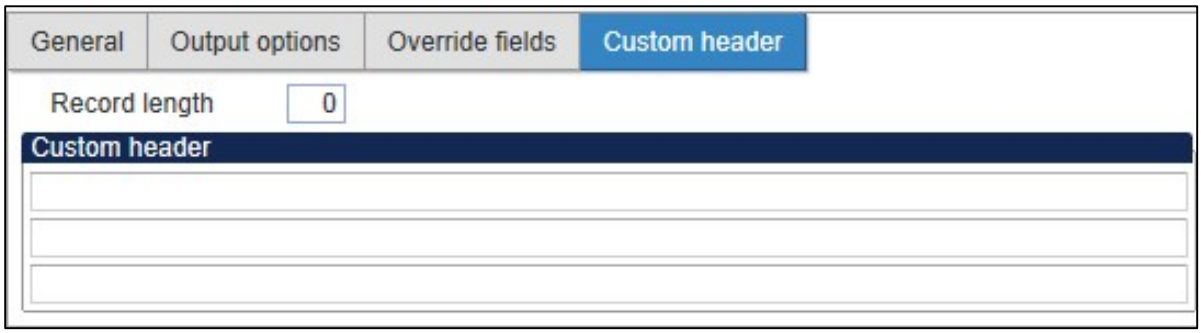
6. **Override Fields Tab**



Field	Description
Immediate	
Originating Company	This is a file header field that replaces the Tax ID field on the main screen. If the Use Origin/Sending # check box is selected on the General tab, this replaces the Origin/Send # box
Destination Bank	This is the name of the destination bank. This text is used in positions 4-13 of '1' record (File Header) R/T number of client's bank. This is optional.

Field	Description
Destination Name	This is a file header field that replaces the Company Name on the main screen. This box uses positions 41-63 of '1' record. This box is optional.
Company ID	
Batch Header	This box contains a batch header that replaces the Tax ID box. This text uses positions 41-50 of '5' record. This box is optional.
Batch Control	This box stores a batch control field that replaces the Tax ID box. This text uses positions 45-54 of '8' record. This box is optional.
Originating DFI ID	
Batch Header	This is the batch header field that replaces the Origin/DFI Ident box on the main screen. This box uses positions 80-87 of '5' record.
Batch Control	This is a batch control that replaces the Origin/DFI Ident box on the main screen.
Individual ID Number (Debit Entry)	This box completes the Identification Number box on a debit entry record that is created when the Debit Entry check box is selected. This text uses in positions 40-54 of '6' record.

7. **Custom Header Tab**



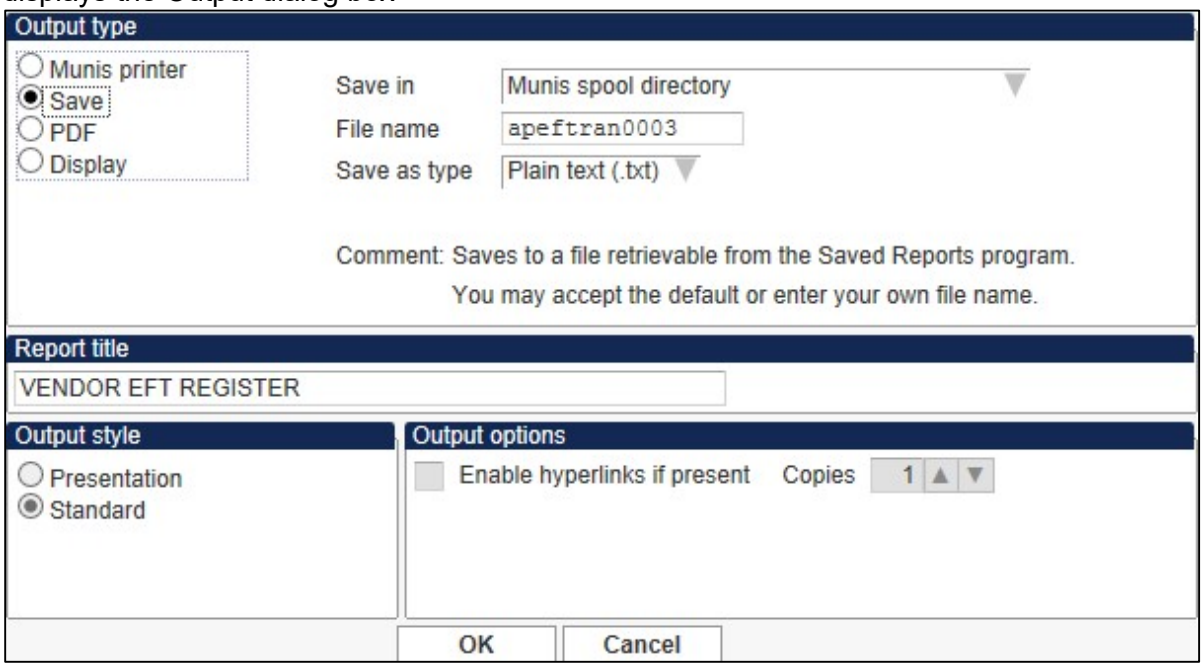
Field	Description
Record Length	This box stores the length of the custom header record. The length must be between 0 and 70 characters.
Custom Header	This is custom header text. You can add up to three individual lines of header text. There is no word-wrap functionality for these boxes.

8. Click **Accept** to save the EFT file. On the **General** tab, the **EFT records** field updates with the number of EFT's being processed



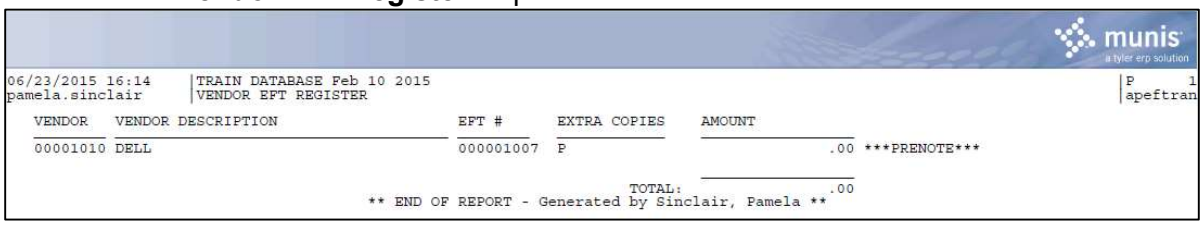
Accounts Payable Electronic Funds Transfer Processing Procedures

9. Click **Register** to create a report of the EFTs to be included in the ACH file. The program displays the Output dialog box



10. Select the desired output option. In order to generate the EFT file, **Print** or **Save** the Vendor EFT Register Report. The Preview output option should only be used for proofing purposes.

11. Proof the **Vendor EFT Register** Report

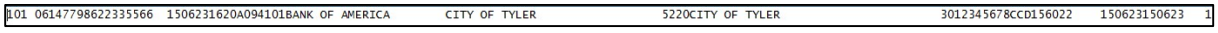


12. On the main **EFT Processing** screen, click **Generate** to create the EFT file
    a. If the EFT Register Report has not been printed or saved, the program displays a reminder that the EFT register has not been printed and requests confirmation to continue.
    b. Click **No**, print the EFT register, and then generate the file.

13. When the EFT Generate is successful, the program displays a message in the program status bar Generate complete.

Results

The EFT file is now ready to be retrieved from the Munis Saved Reports directory, and then uploaded to the appropriate banking organization system.



Accounts Payable Electronic Funds Transfer Processing Procedures

Helpful Hint

Before running the entire EFT process in LIVE; complete several test Generations in TRAIN. With these test runs, include several different invoices and several different vendors. Send those files to the bank that will be processing the EFT's and have the bank verify that the format is correct and all of the fields have been filled out completely and correctly. Once the bank has verified that the format is correct, then the EFT Processing tabs will not need to be changed from Check Run to Check Run. This may take some time and effort to get it the way the bank needs it.

Contact the vendors that will have the EFT Invoices emailed to them and ask them to add the email address to their address book. That way when the first round of EFT invoices are sent out, the vendor will not have an issue with the email going into their junk email box.

Status Change

When the EFT Processing program completes, the invoice check status is changed to P-Printed so the Cash Disbursements Journal recognizes that the EFT report has been run.

What's Next?

The Cash Disbursements Journal program can now be completed to post the printed checks and EFT payment transactions to the general ledger.

For Finance Use Only	
Entered By:	**Vendor No:**
Approved By:	

Electronic Funds Transfer Authorization

Please complete all fields. All fields are required.

I (we) authorize Rowan County access to the account below in order to electronically deposit or draft funds in accordance with our payment obligations. Further, I (we) certify that the information below is correct. I (we) agree to provide 20 days written notice to Rowan County Finance Department, 130 W Innes Street, Salisbury, NC 28144, prior to revoking this authorization.

New **Change**

PAYEE/COMPANY	
Vendor Name:	
Vendor Address:	
City:	State: Zip:
Contact (Business Only):	Phone:
Tax ID No:	**OR** SSN:

BANK INFORMATION	
Bank Name:	Phone:
Account Type: Checking **OR** Savings	
Verify Depository Routing Number & Account Number with your bank and indicate below.	
Routing Number:	Account Number:

NOTIFICATION OF PAYMENT
Paper notifications will not be sent. Remittance information will be sent to you by e-mail.
Email Address:

Vendor Name (Signature): Date:

Vendor Name (Printed): Business Title:

ROWAN COUNTY
NORTH CAROLINA
Be an original.

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 Allen
DATE:	06/05/2023
SUBJECT:	Sheriff 's Office use of Shelter at Dan Nicholas Park

---

Sheriff's Office is requesting to use a shelter at Dan Nicholas Park for an employee family event. The cost of the shelter will be $400 and they are requesting the BOC wave of the fee for train rides, carousel rides and visits to the wild life area. Visits to the gem mine or mini golf would not be included. If families want to visit those areas they would need to pay for their own entrance.

Board of Commissioners to approve shelter rental of $400 for the Sheriff's Office and wave the fee for train rides, carousel rides and visits to the wild life area.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 06/05/2023
SUBJECT: Budget Amendments

Please see attached budget amendments.

Approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	5/31/2023	Cover Memo

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize interest revenue for SCIF Grant

Prepared by: Teresa Sharpless

Date: 5/31/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Interest Rev-SCIF Grant	R	1143361-461026	14,039	
C/A - Buildings	E	1154134-573000	14,039	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 11-911
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: May 31, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

Rowan County

G/L ACCOUNT DETAIL

Increase

Org: 1143361 Object: 461026
INTERESET REV SCIF GRANT 1010-36-3610-3000-0000-0000-000-4-461026-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2023	10	604	04/24/2023	GEN	1		LB/APR	-1,858.87	Y		0		3/2023 IN
2023	09	828	03/24/2023	GEN	1		LB/APR	-1,641.52	Y		0		2/23 INTE
2023	08	794	02/27/2023	GEN	1		LB/APR	-1,710.02	Y		0		01/23 INT
2023	08	425	02/15/2023	GEN	1		LB/APR	-1,579.81	Y		0		CORRECT I
2023	06	761	12/29/2022	GEN	1		LB/APR	-1,373.83	Y		0		11/22 INT
2023	05	772	11/30/2022	GEN	1		LB/APR	-1,193.81	Y		0		10/2022 I
2023	04	823	10/31/2022	GEN	1		LB/APR	-973.11	Y		0		9/2022 IN
2023	04	151	10/07/2022	GEN	1		AB/APR	-1,526.29	Y		0		TO REC IN

Total Amount: -11,857.26

** END OF REPORT - Generated by Lisa F Bevis **

1,405.67 April

750.33 Thru May 30

25.00 May 31 estimate

14,038.26

Increase 1154134 -573000 $14,039

BA-11-911 - BOC 06-05

Final Audit Report 2023-05-31

Created:	2023-05-31
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATcUTjB8dukwpUrirbcc6_lxgsydRQEFr

"BA-11-911 - BOC 06-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-05-31 - 1:05:12 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-05-31 - 1:06:14 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-05-31 - 1:34:39 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-05-31 - 1:34:39 PM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize RCCC/Town of Spencer State Grant Interest Revenue

Prepared by: Teresa Sharpless
Date: 5/25/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Interest Rev-NCCMT State Grant	R	1144112-461024	1,828	
Grant Expenditures	E	1154112-585000	1,828	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 11-796.
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: May 31, 2023		Date:	Posted by:
Signature: Anna R Burngarner		Signature:	Approved by:

Sharpless, Teresa F.

From: Bevis, Lisa F
Sent: Thursday, May 25, 2023 7:48 AM
To: Bumgarner, Anna R; Sharpless, Teresa F.
Subject: Interest on $500,000 RCCC/Town of Spencer

Good morning,
The amount of interest we are recording for the above noted grant through 5/15/23 is $1,827.92.
Thanks.
Lisa

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Lisa F. Bevis | Assistant Finance Director
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] 704-216-8162 [f] 704-216-8166
www.rowancountync.gov

BA-11-796 - BOC 06-05 - signed

Final Audit Report 2023-05-31

Created:	2023-05-31
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmPC-dn3P4LwmgqBqh-BbxpKMNZr98qeB

"BA-11-796 - BOC 06-05 - signed" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-05-31 - 1:16:07 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-05-31 - 1:16:57 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-05-31 - 1:34:11 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-05-31 - 1:34:11 PM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: *FUND 201 - FIRE DISTRICTS*

EXPLANATION IN DETAIL: INCREASE BUDGET TO COVER FIRE DISTRICTS' TAX TURNOVER FOR THE REST OF THE FISCAL YEAR

Prepared by: Teresa Sharpless
Date: 5/25/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	(21,000) INCREASE	(21,000) DECREASE
AD VALOREM TAX-CURRENT YR	R	2144340 - 411001	-	-
AD VALOREM TAX-NCVTS	R	2144340 - 411003	56,500	-
AD VALOREM-WRITE OFF COLL	R	2144340 - 411004	-	-
ABATEMENTS-CURRENT YEAR	CR	2144340 - 411010	-	-
TAX DISCOUNTS	CR	2144340 - 411015	-	4,000
INTEREST REVENUE ON TAXES	R	2144340 - 419010	-	-
FDT-ATWELL TOWNSHIP	E	2154340 - 586001	7,000	-
FDT-BOSTIAN HEIGHTS	E	2154340 - 586002	11,000	-
FDT-CLEVELAND	E	2154340 - 586003	-	25,000
FDT-EAST GOLD HILL	E	2154340 - 586004	1,000	-
FDT-EAST LANDIS	E	2154340 - 586005	1,000	-
FDT-EAST ROWAN	E	2154340 - 586006	1,500	-
FDT-ELLIS CROSS COUNTRY	E	2154340 - 586007	1,000	-
FDT-ENOCHVILLE	E	2154340 - 586008	4,000	-
FDT-FRANKLIN	E	2154340 - 586009	10,000	-
FDT-LIBERTY (WEST)	E	2154340 - 586010	9,000	-
FDT-LOCKE TOWNSHIP	E	2154340 - 586011	-	-
FDT-MILLER'S FERRY	E	2154340 - 586012	3,000	-
FDT-MOUNT MITCHELL	E	2154340 - 586013	-	-
FDT-POOLETOWN	E	2154340 - 586014	-	-
FDT-RICHFIELD/MISENHEIMER	E	2154340 - 586015	-	-
FDT-ROCKWELL RURAL	E	2154340 - 586016	10,000	-
FDT-ROWAN-IREDELL	E	2154340 - 586017	-	-
FDT-SCOTCH IRISH	E	2154340 - 586018	1,000	-
FDT-SOUTH ROWAN	E	2154340 - 586019	-	-
FDT-SOUTH SALISBURY	E	2154340 - 586020	3,000	-
FDT-UNION	E	2154340 - 586021	5,000	-
FDT-WEST ROWAN	E	2154340 - 586022	-	-
FDT-WOODLEAF	E	2154340 - 586023	10,000	-

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ☑		Approved:	Period - Journal #	11-732
Disapproved: ☐		Disapproved:	Keyed By:	
Amended:		Amended:	Date Keyed:	
Date: May 25, 2023		Date:	Posted By:	
Signature: Anna R Bumgarner		Signature:	Date Posted:	

ROWAN COUNTY
FIRE DISTRICTS
ACTUALS THROUGH April

This is updated for Fy2023

BASED ON REMAINING FY22 ACTUALS

DEPARTMENT	ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL YTD TURNOVER THRU APR	REMAINING BUDGET	PERCENTAGE USED	FY ACTUALS MAY	FY ACTUALS JUNE	ROY	ESTIMATED FY2023 TOTAL	(OVER) UNDER BUDGET	ADD (SUBTRACT) BA
4330	2144340	411001	AD VALOREM TAX-CURRENT YR	(7,180,920.00)	(7,041,870.56)	(139,049.44)	98.06%	(43,251)	(23,958)	(67,208)	(7,109,080)	71,840	-
4330	2144340	411003	AD VALOREM TAX-NCVTS	(874,000.00)	(714,863)	(159,136.55)	81.79%	(71,425)	(69,765)	(141,190)	(856,054)	17,946	(56,500)
4330	2144340	411010	ABATEMENTS-CURRENT YEAR	35,000.00	9,273.18	25,726.82	26.49%	736	90	826	10,099	24,901	-
4330	2144340	411015	TAX DISCOUNTS	60,000.00	63,058.22	(3,058.22)	105.10%	-	-	-	63,058	(3,058)	6,000
4330	2144340	419010	INTEREST REVENUE ON TAXES	(51,000.00)	(37,994.94)	(13,005.06)	74.50%	(4,790)	(3,307)	(8,097)	(46,092)	4,908	
	2144340		Total 2144340 FIRE DISTRICTS REVENU	(8,010,920.00)	(7,722,397.55)	(288,522.45)	96.40%	(118,731)	(96,940)	(215,671)	(7,938,068)	116,537	(52,500)
4330	2154340	586001	FDT-ATWELL TOWNSHIP	763,574.00	732,619.18	30,954.82	95.95%	14,407	11,617	26,024	758,643	4,931	7,000
4330	2154340	586002	FDT-BOSTIAN HEIGHTS	901,257.00	867,199.76	34,057.24	96.22%	14,335	15,245	29,580	896,780	4,477	11,000
4330	2154340	586003	FDT-CLEVELAND	575,398.00	525,245.62	50,152.38	91.28%	6,136	3,958	10,094	535,340	40,058	(25,000)
4330	2154340	586004	FDT-EAST GOLD HILL	139,652.00	134,917.37	4,734.63	96.61%	2,334	1,589	3,913	138,830	822	1,000
4330	2154340	586005	FDT-EAST LANDIS	31,986.00	30,202.70	1,783.30	94.42%	830	551	1,382	31,585	401	1,000
4330	2154340	586006	FDT-EAST ROWAN	20,760.00	20,316.43	443.57	97.86%	323	260	584	20,900	(140)	1,500
4330	2154340	586007	FDT-ELLIS CROSS COUNTRY	160,087.00	153,087.25	6,999.75	95.63%	2,643	2,500	5,143	158,230	1,857	1,000
4330	2154340	586008	FDT-ENOCHVILLE	276,986.00	264,873.46	12,112.54	95.63%	5,990	4,765	10,755	275,629	1,358	6,000
4330	2154340	586009	FDT-FRANKLIN	392,316.00	385,365.20	6,950.80	98.23%	5,100	5,786	10,886	396,251	(3,935)	10,000
4330	2154340	586010	FDT-LIBERTY (WEST)	365,519.00	362,253.91	2,265.09	99.38%	3,527	3,021	6,548	369,802	(4,283)	9,000
4330	2154340	586011	FDT-LOCKE TOWNSHIP	1,126,495.00	1,071,331.24	55,163.76	95.10%	22,662	15,912	38,574	1,109,905	16,590	-
4330	2154340	586012	FDT-MILLER'S FERRY	678,073.00	667,329.07	10,743.93	98.42%	6,136	3,746	9,882	677,211	862	3,000
4330	2154340	586013	FDT-MOUNT MITCHELL	96,845.00	92,469.53	4,375.47	95.48%	1,317	1,344	2,661	95,130	1,715	-
4330	2154340	586014	FDT-POPLETOWN	116,682.00	116,681.72	0.28	100.00%	1,583	848	2,432	119,113	(2,431)	-
4330	2154340	586015	FDT-RICHFIELD/MISENHEIMER	8,703.00	7,627.36	1,075.64	87.64%	47	118	164	7,792	911	-
4330	2154340	586016	FDT-ROCKWELL RURAL	648,756.00	624,536.74	24,219.26	96.27%	12,689	10,717	23,406	647,943	813	10,000
4330	2154340	586017	FDT-ROWAN-IREDELL	42,313.00	37,381.01	4,931.99	88.34%	608	330	938	38,319	3,994	-
4330	2154340	586018	FDT-SCOTCH IRISH	119,189.00	114,231.42	4,957.58	95.84%	2,187	1,677	3,864	118,096	1,093	1,000
4330	2154340	586019	FDT-SOUTH ROWAN	6,472.00	5,517.91	954.09	85.26%	301	181	482	6,000	472	-
4330	2154340	586020	FDT-SOUTH SALISBURY	518,748.00	506,599.84	12,148.16	97.66%	4,913	4,912	9,826	516,425	2,323	5,000
4330	2154340	586021	FDT-UNION	725,161.00	723,593.43	1,567.57	99.78%	2,521	1,840	4,360	727,954	(2,793)	5,000
4330	2154340	586022	FDT-WEST ROWAN	418,086.00	402,125.86	15,960.14	96.18%	5,641	4,045	9,687	411,813	6,273	-
4330	2154340	586023	FDT-WOODLEAF	377,862.00	376,051.16	1,810.84	99.52%	2,512	1,977	4,488	380,540	(2,678)	10,000
	2154340		Total 2154340 FIRE DISTRICTS EXPENSE	8,010,920.00	7,722,557.17	288,362.83	96.40%	118,731	96,941	215,673	7,938,230	72,690	52,500
			Grand Total	-	159.62	(159.62)		0	2	2	162	43,847	-

BA-11-732 - BOC 06-05

Final Audit Report 2023-05-25

Created:	2023-05-25
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMZygPSfyWjKctorLisW5N7dgXNEDLh5b

"BA-11-732 - BOC 06-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-05-25 - 12:41:23 PM GMT - Time Source: server- IP address: 24.123.188.14

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Adobe Acrobat Sign

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To transfer funds to cover Payroll through FYE

Prepared by: Teresa Sharpless

Date: 5/22/2023

BUDGET INFORMATION:

			767,600.00		767,600.00
ORG	**OBJECT**	**ACCOUNT DESCRIPTION**	**Increase**	**Decrease**	
1154110	520020	**520020 SOCIAL SECURITY TAX**	600.00		-
1154112	510900	**510900 COST OF LIVING ADJUSTME**	-		45,000.00
1154120	510005	**510005 SALARIES-REGULAR**	31,000.00		-
1154120	520005	**520005 HEALTH INSURANCE**	1,000.00		-
1154120	520010	**520010 MEDICARE TAX**	400.00		-
1154120	520015	**520015 RETIREMENT**	2,600.00		-
1154120	520020	**520020 SOCIAL SECURITY TAX**	2,200.00		-
1154123	520010	**520010 MEDICARE TAX**	100.00		-
1154123	520020	**520020 SOCIAL SECURITY TAX**	350.00		-
1154123	520025	**520025 WORKERS COMPENSATION**	50.00		-
1154124	510005	**510005 SALARIES-REGULAR**	-		7,200.00
1154124	520005	**520005 HEALTH INSURANCE**	2,800.00		-
1154125	510005	**510005 SALARIES-REGULAR**	3,800.00		-
1154125	510010	**510010 SALARIES-OVERTIME**	50.00		-
1154125	520005	**520005 HEALTH INSURANCE**	-		550.00
1154125	520020	**520020 SOCIAL SECURITY TAX**	50.00		-
1154126	510005	**510005 SALARIES-REGULAR**	-		25,000.00
1154126	520005	**520005 HEALTH INSURANCE**	-		7,000.00
1154126	520010	**520010 MEDICARE TAX**	-		300.00
1154126	520015	**520015 RETIREMENT**	-		3,000.00
1154126	520020	**520020 SOCIAL SECURITY TAX**	-		1,500.00
1154126	520030	**520030 401(K) CONTRIBUTIONS**	-		700.00
1154131	510015	**510015 SALARIES-PART TIME**	3,500.00		-
1154138	510005	**510005 SALARIES-REGULAR**	10,500.00		-
1154138	520005	**520005 HEALTH INSURANCE**	300.00		-
1154138	520010	**520010 MEDICARE TAX**	200.00		-
1154138	520015	**520015 RETIREMENT**	1,400.00		-
1154138	520020	**520020 SOCIAL SECURITY TAX**	1,000.00		-
1154138	520025	**520025 WORKERS COMPENSATION**	50.00		-
1154140	510015	**510015 SALARIES-PART TIME**	2,100.00		-
1154141	520015	**520015 RETIREMENT**	500.00		-
1154170	510005	**510005 SALARIES-REGULAR**	1,200.00		-
1154170	510020	**510020 SALARIES-PER DIEM**	700.00		-
1154180	510005	**510005 SALARIES-REGULAR**	16,000.00		-
1154180	520010	**520010 MEDICARE TAX**	300.00		-
1154180	520015	**520015 RETIREMENT**	1,700.00		-
1154180	520020	**520020 SOCIAL SECURITY TAX**	1,400.00		-
1154210	510005	**510005 SALARIES-REGULAR**	-		2,550.00
1154211	510005	**510005 SALARIES-REGULAR**	2,000.00		-
1154211	520010	**520010 MEDICARE TAX**	50.00		-
1154211	520015	**520015 RETIREMENT**	300.00		-
1154211	520020	**520020 SOCIAL SECURITY TAX**	150.00		-

ORG	OBJECT	ACCOUNT DESCRIPTION	Increase	Decrease	
1154211	520025	520025 WORKERS COMPENSATION	50.00		-
1154330	520015	520015 RETIREMENT	150.00		-
1154330	520030	520030 401(K) CONTRIBUTIONS	50.00		-
1154332	510005	510005 SALARIES-REGULAR	3,300.00		-
1154332	510015	510015 SALARIES-PART TIME	-		10,000.00
1154332	520015	520015 RETIREMENT	600.00		-
1154332	520030	520030 401(K) CONTRIBUTIONS	200.00		-
1154371	510005	510005 SALARIES-REGULAR	-		22,000.00
1154371	510010	510010 SALARIES-OVERTIME	27,000.00		-
1154371	520025	520025 WORKERS COMPENSATION	700.00		-
1154410	510005	510005 SALARIES-REGULAR	-		137,300.00
1154410	510010	510010 SALARIES-OVERTIME	180,000.00		-
1154410	510015	510015 SALARIES-PART TIME	16,000.00		-
1154410	510025	510025 LEO SEPARATION ALLOWANC	80,000.00		-
1154410	520005	520005 HEALTH INSURANCE	-		50,000.00
1154410	520015	520015 RETIREMENT	70,000.00		-
1154413	510005	510005 SALARIES-REGULAR	12,500.00		-
1154413	520005	520005 HEALTH INSURANCE	1,700.00		-
1154413	520010	520010 MEDICARE TAX	200.00		-
1154413	520015	520015 RETIREMENT	2,800.00		-
1154413	520020	520020 SOCIAL SECURITY TAX	650.00		-
1154413	520025	520025 WORKERS COMPENSATION	350.00		-
1154413	520030	520030 401(K) CONTRIBUTIONS	650.00		-
1154420	510005	510005 SALARIES-REGULAR	-		330,000.00
1154420	510010	510010 SALARIES-OVERTIME	180,000.00		-
1154420	510015	510015 SALARIES-PART TIME	9,500.00		-
1154420	520005	520005 HEALTH INSURANCE	-		50,000.00
1154430	510005	510005 SALARIES-REGULAR	9,000.00		-
1154430	510010	510010 SALARIES-OVERTIME	200.00		-
1154430	520015	520015 RETIREMENT	2,100.00		-
1154430	520030	520030 401(K) CONTRIBUTIONS	1,650.00		-
1155580	520005	520005 HEALTH INSURANCE	450.00		-
1155580	520010	520010 MEDICARE TAX	300.00		-
1155580	520015	520015 RETIREMENT	2,350.00		-
1155580	520020	520020 SOCIAL SECURITY TAX	1,150.00		-
1155580	520025	520025 WORKERS COMPENSATION	150.00		-
1156110	510005	510005 SALARIES-REGULAR	-		30,000.00
1156230	510005	510005 SALARIES-REGULAR	-		7,000.00
1156230	510010	510010 SALARIES-OVERTIME	50.00		-
1156230	510015	510015 SALARIES-PART TIME	-		5,000.00
1156231	510005	510005 SALARIES-REGULAR	-		2,100.00
1156231	510015	510015 SALARIES-PART TIME	2,100.00		-
1156232	510015	510015 SALARIES-PART TIME	5,000.00		-
1156232	520010	520010 MEDICARE TAX	50.00		-
1156232	520020	520020 SOCIAL SECURITY TAX	550.00		-
1156233	510015	510015 SALARIES-PART TIME	13,000.00		-
1156233	520010	520010 MEDICARE TAX	350.00		-
1156233	520020	520020 SOCIAL SECURITY TAX	1,550.00		-
1156233	520025	520025 WORKERS COMPENSATION	500.00		-
1156234	520010	520010 MEDICARE TAX	300.00		-
1156234	520020	520020 SOCIAL SECURITY TAX	1,250.00		-
1156234	520025	520025 WORKERS COMPENSATION	650.00		-
1156237	510005	510005 SALARIES-REGULAR	6,550.00		-
1156237	520010	520010 MEDICARE TAX	50.00		-
1156237	520015	520015 RETIREMENT	950.00		-
1156237	520020	520020 SOCIAL SECURITY TAX	350.00		-
1156237	520025	520025 WORKERS COMPENSATION	50.00		-
1156237	520030	520030 401(K) CONTRIBUTIONS	250.00		-

ORG	OBJECT	ACCOUNT DESCRIPTION	Increase	Decrease
1156239	510015	510015 SALARIES-PART TIME	2,100.00	-
1156239	520020	520020 SOCIAL SECURITY TAX	250.00	-
1156410	510005	510005 SALARIES-REGULAR	-	2,000.00
1156410	520005	520005 HEALTH INSURANCE	1,900.00	-
1156420	510005	510005 SALARIES-REGULAR	-	2,000.00
1156420	510015	510015 SALARIES-PART TIME	900.00	-
1156430	510005	510005 SALARIES-REGULAR	-	14,000.00
1156430	520005	520005 HEALTH INSURANCE	-	13,000.00
1156440	510005	510005 SALARIES-REGULAR	-	400.00
1156440	520015	520015 RETIREMENT	400.00	-
1156450	510005	510005 SALARIES-REGULAR	31,000.00	-
1156450	520005	520005 HEALTH INSURANCE	4,000.00	-
1156450	520015	520015 RETIREMENT	1,400.00	-

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 11-675
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: May 23, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

FUND	ORG	OBJECT	ACCOUNT DESCRIPTION	REVISED BUD	ACTUAL YTD	ACTUAL MTD	REMAINING BL	% COLL	ANNUALIZED AN	REMAINING PR	OVER/UNDER	INCREASE	DECREASE
1010	1154110	520020	520020 SOCIAL SECURITY TAX	19,688.00	17,594.15	1,502.81	2,093.85	89.4	20,348.02	2,677.37	(583.52)	600.00	-
	1154117	510900	510900 COST OF LIVING ADJUSTME	45,000.00	0.00	0.00	45,000.00	0.0	-	-	45,000.00	-	45,000.00
	1154120	510005	510005 SALARIES-REGULAR	480,063.00	442,777.55	38,544.25	37,285.45	92.2	512,081.86	67,379.19	(30,093.74)	31,000.00	-
	1154120	520005	520005 HEALTH INSURANCE	55,170.00	48,649.95	4,600.00	6,520.05	88.2	56,264.72	7,403.25	(883.20)	1,000.00	-
	1154120	520010	520010 MEDICARE TAX	6,794.00	6,228.11	540.36	565.89	91.7	7,202.94	947.76	(381.87)	400.00	-
	1154120	520015	520015 RETIREMENT	59,441.00	53,814.27	4,683.10	5,626.73	90.5	62,237.37	8,189.13	(2,562.40)	2,600.00	-
	1154120	520020	520020 SOCIAL SECURITY TAX	27,430.00	25,644.76	2,310.46	1,785.24	93.5	29,658.72	3,902.46	(2,117.22)	2,200.00	-
	1154123	520010	520010 MEDICARE TAX	1,270.00	1,163.17	103.94	106.83	91.6	1,345.23	177.00	(70.17)	100.00	-
	1154123	520020	520020 SOCIAL SECURITY TAX	5,400.00	4,973.52	444.42	426.48	92.1	5,751.98	756.84	(330.36)	350.00	-
	1154123	520025	520025 WORKERS COMPENSATION	220.00	204.28	18.32	15.72	92.9	236.25	31.09	(35.37)	50.00	-
	1154124	510005	510005 SALARIES-REGULAR	207,179.00	166,273.34	14,510.33	40,905.66	80.3	192,298.73	25,302.46	15,603.20	-	7,200.00
	1154124	520005	520005 HEALTH INSURANCE	56,760.00	51,626.00	5,000.00	5,134.00	91.0	59,706.59	7,856.13	(2,722.13)	2,800.00	-
	1154125	510005	510005 SALARIES-REGULAR	678,655.00	592,312.84	50,615.47	86,342.16	87.3	685,022.68	90,134.56	(3,792.40)	3,800.00	-
	1154125	510010	510010 SALARIES-OVERTIME	257.00	256.36	0.00	0.64	99.8	296.49	39.01	(38.37)	50.00	-
	1154125	520005	520005 HEALTH INSURANCE	113,256.00	95,931.86	9,000.00	17,324.14	84.7	110,947.28	14,598.33	2,725.81	-	550.00
	1154125	520020	520020 SOCIAL SECURITY TAX	40,754.00	35,375.44	2,998.83	5,378.56	86.8	40,912.47	5,383.22	(4.66)	50.00	-
	1154126	510005	510005 SALARIES-REGULAR	25,312.00	0.00	0.00	25,312.00	0.0	-	-	25,312.00	-	25,000.00
	1154126	520005	520005 HEALTH INSURANCE	7,192.00	0.00	0.00	7,192.00	0.0	-	-	7,192.00	-	7,000.00
	1154126	520010	520010 MEDICARE TAX	367.00	0.00	0.00	367.00	0.0	-	-	367.00	-	300.00
	1154126	520015	520015 RETIREMENT	3,066.00	0.00	0.00	3,066.00	0.0	-	-	3,066.00	-	3,000.00
	1154126	520020	520020 SOCIAL SECURITY TAX	1,564.00	0.00	0.00	1,564.00	0.0	-	-	1,564.00	-	1,500.00
	1154126	520030	520030 401(K) CONTRIBUTIONS	755.00	0.00	0.00	755.00	0.0	-	-	755.00	-	700.00
	1154131	510015	510015 SALARIES-PART TIME	18,200.00	17,367.84	1,723.43	832.16	95.4	20,086.28	2,642.93	(1,810.77)	3,500.00	-
	1154138	510005	510005 SALARIES-REGULAR	97,732.00	93,765.70	9,223.42	3,966.30	95.9	108,442.07	14,268.69	(10,302.39)	10,500.00	-
	1154138	520005	520005 HEALTH INSURANCE	22,000.00	19,300.00	2,000.00	2,700.00	87.7	22,320.87	2,936.96	(236.96)	300.00	-
	1154138	520010	520010 MEDICARE TAX	1,339.00	1,294.42	127.22	44.58	96.7	1,497.02	196.98	(152.40)	200.00	-
	1154138	520015	520015 RETIREMENT	11,820.00	11,392.67	1,120.66	427.33	96.4	13,175.87	1,733.67	(1,306.34)	1,400.00	-
	1154138	520020	520020 SOCIAL SECURITY TAX	5,722.00	5,534.78	543.98	187.22	96.7	6,401.09	842.25	(655.03)	1,000.00	-
	1154138	520025	520025 WORKERS COMPENSATION	245.00	234.63	23.08	10.37	95.8	271.35	35.70	(25.33)	50.00	-
	1154140	510015	510015 SALARIES-PART TIME	28,600.00	26,565.26	2,293.62	2,034.74	92.9	30,723.30	4,042.54	(2,007.80)	2,100.00	-
	1154141	520015	520015 RETIREMENT	20,906.00	18,488.17	1,650.67	2,417.83	88.4	21,381.97	2,813.42	(395.59)	500.00	-
	1154170	510005	510005 SALARIES-REGULAR	236,007.00	205,866.31	17,379.64	30,140.69	87.2	238,088.86	31,327.48	(1,186.79)	1,200.00	-
	1154170	510020	510020 SALARIES-PER DIEM	8,329.00	7,664.49	689.76	664.51	92.0	8,864.15	1,166.34	(501.83)	700.00	-
	1154180	510005	510005 SALARIES-REGULAR	504,796.00	451,941.54	40,218.39	52,854.46	89.5	522,680.22	68,773.71	(15,919.25)	16,000.00	-
	1154180	520010	520010 MEDICARE TAX	7,931.00	7,096.82	626.99	834.18	89.5	8,207.63	1,079.95	(245.77)	300.00	-
	1154180	520015	520015 RETIREMENT	61,588.00	54,909.44	4,886.54	6,678.56	89.2	63,503.96	8,355.78	(1,677.22)	1,700.00	-
	1154180	520020	520020 SOCIAL SECURITY TAX	33,635.00	30,346.03	2,681.10	3,288.97	90.2	35,095.84	4,617.87	(1,328.90)	1,400.00	-
	1154210	510005	510005 SALARIES-REGULAR	1,544,291.00	1,240,024.60	100,690.01	304,266.40	80.3	1,434,115.41	188,699.40	115,567.00	-	2,550.00
	1154211	510005	510005 SALARIES-REGULAR	25,075.00	23,303.65	1,723.88	1,771.35	92.9	26,951.18	3,546.21	(1,774.86)	2,000.00	-
	1154211	520010	520010 MEDICARE TAX	356.00	331.17	24.04	24.83	93.0	383.01	50.40	(25.57)	50.00	-
	1154211	520015	520015 RETIREMENT	3,018.00	2,831.44	209.46	186.56	93.8	3,274.62	430.87	(244.31)	300.00	-
	1154211	520020	520020 SOCIAL SECURITY TAX	1,523.00	1,415.73	102.76	107.27	93.0	1,637.32	215.44	(108.17)	150.00	-
	1154211	520025	520025 WORKERS COMPENSATION	63.00	58.41	4.32	4.59	92.7	67.55	8.89	(4.30)	50.00	-
	1154330	520015	520015 RETIREMENT	37,827.00	32,937.25	2,531.02	4,889.75	87.1	38,092.65	5,012.19	(122.44)	150.00	-
	1154330	520030	520030 401(K) CONTRIBUTIONS	9,338.00	8,132.68	624.94	1,205.32	87.1	9,405.62	1,237.58	(32.26)	50.00	-
	1154332	510005	510005 SALARIES-REGULAR	172,241.00	152,315.94	13,629.80	19,925.06	88.4	176,156.70	23,178.51	(3,253.45)	3,300.00	-
	1154332	510015	510015 SALARIES-PART TIME	80,000.00	40,179.15	5,297.73	39,820.85	50.2	46,468.06	6,114.22	33,706.63	-	10,000.00
	1154332	520015	520015 RETIREMENT	20,759.00	18,505.85	1,656.01	2,253.15	89.1	21,402.42	2,816.11	(562.96)	600.00	-
	1154332	520030	520030 401(K) CONTRIBUTIONS	5,124.00	4,569.42	408.90	554.58	89.2	5,284.63	695.35	(140.77)	200.00	-

FUND	ORG	OBJECT	ACCOUNT DESCRIPTION	REVISED BUD	ACTUAL YTD	ACTUAL MTD	REMAINING BL	% COLL	ANNUALIZED AN	REMAINING PR	OVER/UNDER	INCREASE	DECREASE
	1154371	510005	510005 SALARIES-REGULAR	3,893,974.00	3,214,157.29	277,360.53	679,816.71	82.5	3,717,242.78	489,110.89	190,705.82	-	22,000.00
	1154371	510010	510010 SALARIES-OVERTIME	1,000,000.00	890,890.45	80,313.32	109,109.55	89.1	1,030,334.17	135,570.29	(26,460.74)	27,000.00	-
	1154371	520025	520025 WORKERS COMPENSATION	138,292.00	120,625.00	10,554.47	17,667.00	87.2	139,505.43	18,355.98	(688.98)	700.00	-
	1154410	510005	510005 SALARIES-REGULAR	7,090,579.00	5,908,695.01	508,879.50	1,181,883.99	83.3	6,833,534.23	899,149.24	282,734.75	-	137,300.00
	1154410	510010	510010 SALARIES-OVERTIME	30,000.00	121,574.22	36,752.31	-91,574.22	405.2	140,603.23	18,500.42	(110,074.64)	180,000.00	-
	1154410	510015	510015 SALARIES-PART TIME	185,000.00	173,956.12	16,573.18	11,043.88	94.0	201,184.03	26,471.58	(15,427.70)	16,000.00	-
	1154410	510025	510025 LEO SEPARATION ALLOWANC	286,615.00	310,232.36	27,773.02	-23,617.36	108.2	358,790.47	47,209.27	(70,826.63)	80,000.00	
	1154410	520005	520005 HEALTH INSURANCE	1,441,000.00	1,184,892.05	116,090.03	256,107.95	82.2	1,370,353.41	180,309.66	75,798.29	-	50,000.00
	1154410	520015	520015 RETIREMENT	897,505.00	838,751.57	70,935.91	58,753.43	93.5	970,034.42	127,636.11	(68,882.68)	70,000.00	-
	1154413	510005	510005 SALARIES-REGULAR	106,410.00	102,772.87	7,376.00	3,637.13	96.6	118,859.06	15,639.35	(12,002.22)	12,500.00	-
	1154413	520005	520005 HEALTH INSURANCE	24,000.00	22,265.25	1,908.41	1,734.75	92.8	25,750.25	3,388.19	(1,653.44)	1,700.00	-
	1154413	520010	520010 MEDICARE TAX	1,451.00	1,389.98	103.30	61.02	95.8	1,607.54	211.52	(150.50)	200.00	-
	1154413	520015	520015 RETIREMENT	12,693.00	13,401.63	961.84	-708.63	105.6	15,499.28	2,039.38	(2,748.01)	2,800.00	-
	1154413	520020	520020 SOCIAL SECURITY TAX	6,198.00	5,943.42	441.72	254.58	95.9	6,873.69	904.43	(649.85)	650.00	-
	1154413	520025	520025 WORKERS COMPENSATION	2,661.00	2,573.39	184.80	87.61	96.7	2,976.18	391.60	(303.99)	350.00	-
	1154413	520030	520030 401(K) CONTRIBUTIONS	5,271.00	5,138.65	368.80	132.35	97.5	5,942.96	781.97	(649.62)	650.00	-
	1154420	510005	510005 SALARIES-REGULAR	3,698,920.00	2,586,366.91	246,794.50	1,112,553.09	69.9	2,991,189.56	393,577.57	718,975.52	-	330,000.00
	1154420	510010	510010 SALARIES-OVERTIME	195,000.00	299,282.08	48,562.46	-104,282.08	153.5	346,126.23	45,542.93	(149,825.01)	180,000.00	-
	1154420	510015	510015 SALARIES-PART TIME	102,100.00	96,442.26	7,905.42	5,657.74	94.5	111,537.57	14,676.00	(9,018.26)	9,500.00	-
	1154420	520005	520005 HEALTH INSURANCE	888,000.00	569,031.86	60,631.17	318,968.14	64.1	658,097.72	86,591.80	232,376.34	-	50,000.00
	1154430	510005	510005 SALARIES-REGULAR	212,429.00	191,831.69	5,898.48	20,597.31	90.3	221,857.52	29,191.78	(8,594.47)	9,000.00	-
	1154430	510010	510010 SALARIES-OVERTIME	1,000.00	1,011.69	0.00	-11.69	101.2	1,170.04	153.95	(165.64)	200.00	-
	1154430	520015	520015 RETIREMENT	26,909.00	25,146.74	769.16	1,762.26	93.5	29,082.75	3,826.68	(2,064.42)	2,100.00	-
	1154430	520030	520030 401(K) CONTRIBUTIONS	9,499.00	9,642.02	294.92	-143.02	101.5	11,151.21	1,467.26	(1,610.28)	1,650.00	-
	1155580	520005	520005 HEALTH INSURANCE	36,000.00	31,600.00	4,000.00	4,400.00	87.8	36,546.09	4,808.70	(408.79)	450.00	-
	1155580	520010	520010 MEDICARE TAX	2,350.00	2,267.79	227.96	82.21	96.5	2,622.75	345.10	(262.89)	300.00	-
	1155580	520015	520015 RETIREMENT	19,930.00	19,316.12	2,013.58	613.88	96.9	22,339.51	2,939.41	(2,325.53)	2,350.00	-
	1155580	520020	520020 SOCIAL SECURITY TAX	10,043.00	9,696.37	974.64	346.63	96.5	11,214.06	1,475.53	(1,128.90)	1,150.00	-
	1155580	520025	520025 WORKERS COMPENSATION	949.00	921.54	87.32	27.46	97.1	1,065.78	140.23	(112.77)	150.00	-
	1156110	510005	510005 SALARIES-REGULAR	1,961,983.00	1,503,950.45	131,140.96	458,032.55	76.7	1,739,351.39	228,862.03	229,170.53	-	30,000.00
	1156230	510005	510005 SALARIES-REGULAR	444,402.00	373,772.73	33,014.16	70,629.27	84.1	432,276.29	56,878.46	13,750.81	-	7,000.00
	1156230	510010	510010 SALARIES-OVERTIME	23.00	44.66	22.33	-21.66	194.2	51.65	6.80	(28.46)	50.00	-
	1156230	510015	510015 SALARIES-PART TIME	272,527.00	217,800.99	25,069.72	54,726.01	79.9	251,891.58	33,143.63	21,582.38	-	5,000.00
	1156231	510005	510005 SALARIES-REGULAR	178,525.00	148,667.81	11,566.95	29,857.19	83.3	171,937.55	22,623.36	7,233.83	-	2,100.00
	1156231	510015	510015 SALARIES-PART TIME	9,570.00	10,123.67	696.98	-553.67	105.8	11,708.24	1,540.56	(2,094.23)	2,100.00	-
	1156232	510015	510015 SALARIES-PART TIME	61,600.00	57,664.88	9,416.95	3,935.12	93.6	66,690.69	8,775.09	(4,839.97)	5,000.00	-
	1156232	520010	520010 MEDICARE TAX	1,678.00	1,496.40	194.87	181.60	89.2	1,730.62	227.71	(46.11)	50.00	-
	1156232	520020	520020 SOCIAL SECURITY TAX	6,827.00	6,398.34	833.25	428.66	93.7	7,399.82	973.66	(545.00)	550.00	-
	1156233	510015	510015 SALARIES-PART TIME	51,988.00	56,185.94	10,405.51	-4,197.94	108.1	64,980.26	8,550.03	(12,747.97)	13,000.00	-
	1156233	520010	520010 MEDICARE TAX	600.00	814.84	150.87	-214.84	135.8	942.38	124.00	(338.84)	350.00	-
	1156233	520020	520020 SOCIAL SECURITY TAX	2,500.00	3,484.21	645.14	-984.21	139.4	4,029.56	530.21	(1,514.42)	1,550.00	-
	1156233	520025	520025 WORKERS COMPENSATION	1,000.00	1,292.48	239.31	-292.48	129.2	1,494.78	196.68	(489.16)	500.00	-
	1156234	520010	520010 MEDICARE TAX	869.00	1,004.49	94.65	-135.49	115.6	1,161.71	152.86	(288.35)	300.00	-
	1156234	520020	520020 SOCIAL SECURITY TAX	3,730.00	4,294.62	404.67	-564.62	115.1	4,966.82	653.53	(1,218.15)	1,250.00	-
	1156234	520025	520025 WORKERS COMPENSATION	1,225.00	1,608.80	144.53	-383.80	131.3	1,860.61	244.82	(628.62)	650.00	-
	1156237	510005	510005 SALARIES-REGULAR	101,455.00	93,730.77	15,777.52	7,724.23	92.4	108,401.67	14,263.38	(6,539.15)	6,550.00	-
	1156237	520010	520010 MEDICARE TAX	1,765.00	1,562.70	245.47	202.30	88.5	1,807.30	237.80	(35.50)	50.00	-
	1156237	520015	520015 RETIREMENT	12,212.00	11,388.30	1,916.97	823.70	93.3	13,170.82	1,733.00	(909.30)	950.00	-
	1156237	520020	520020 SOCIAL SECURITY TAX	7,359.00	6,681.36	1,049.54	677.64	90.8	7,727.14	1,016.73	(339.09)	350.00	-

FUND	ORG	OBJECT	ACCOUNT DESCRIPTION	REVISED BUD	ACTUAL YTD	ACTUAL MTD	REMAINING BL	% COLL	ANNUALIZED AV	REMAINING PR	OVER/UNDER	INCREASE	DECREASE
	1156237	520025	**520025 WORKERS COMPENSATION**	2,227.00	1,953.32	311.06	273.68	87.7	2,259.06	297.24	(23.56)	50.00	-
	1156237	520030	**520030 401(K) CONTRIBUTIONS**	3,015.00	2,811.90	473.33	203.10	93.3	3,252.02	427.90	(224.80)	250.00	-
	1156239	510015	**510015 SALARIES-PART TIME**	24,200.00	22,817.54	2,790.58	1,382.46	94.3	26,388.98	3,472.23	(2,089.77)	2,100.00	-
	1156239	520020	**520020 SOCIAL SECURITY TAX**	1,400.00	1,414.68	173.02	-14.68	101.0	1,636.11	215.28	(229.96)	250.00	-
	1156410	510005	**510005 SALARIES-REGULAR**	177,852.00	137,285.85	9,863.10	40,566.15	77.2	158,774.07	20,891.33	19,674.83	-	2,000.00
	1156410	520005	**520005 HEALTH INSURANCE**	22,000.00	20,726.76	2,000.00	1,273.24	94.2	23,970.95	3,154.07	(1,880.83)	1,900.00	-
	1156420	510005	**510005 SALARIES-REGULAR**	323,160.00	263,805.64	25,362.19	59,354.36	81.6	305,096.96	40,144.34	19,210.02	-	2,000.00
	1156420	510015	**510015 SALARIES-PART TIME**	14,300.00	13,138.05	486.43	1,161.95	91.9	15,194.44	1,999.27	(837.32)	900.00	-
	1156430	510005	**510005 SALARIES-REGULAR**	228,986.00	167,780.98	17,907.15	61,205.02	73.3	194,042.35	25,531.89	35,673.13	-	14,000.00
	1156430	520005	**520005 HEALTH INSURANCE**	94,760.00	58,873.24	7,000.00	35,886.76	62.1	68,088.18	8,958.97	26,927.79	-	13,000.00
	1156440	510005	**510005 SALARIES-REGULAR**	266,568.00	204,617.97	19,817.09	61,950.03	76.8	236,645.13	31,137.52	30,812.51	-	400.00
	1156440	520015	**520015 RETIREMENT**	28,269.00	24,861.24	2,407.78	3,407.76	87.9	28,752.56	3,783.23	(375.47)	400.00	-
	1156450	510005	**510005 SALARIES-REGULAR**	123,745.00	124,964.63	13,302.96	-1,219.63	101.0	144,524.31	19,016.36	(20,235.99)	31,000.00	-
	1156450	520005	**520005 HEALTH INSURANCE**	21,840.00	22,300.00	3,000.00	-460.00	102.1	25,790.43	3,393.48	(3,853.48)	4,000.00	-
	1156450	520015	**520015 RETIREMENT**	16,123.00	15,182.73	1,616.32	940.27	94.2	17,559.16	2,310.42	(1,370.15)	1,400.00	-
1010 TOTAL			**1010 GENERAL FUND**	49,882,901.00	40,325,684.74	3,640,262.46	9,557,216.26	79.3	46,637,531.05	6,136,517.24	3,420,699.02	767,600.00	767,600.00

BA-11-675 - BOC 06-05

Final Audit Report 2023-05-23

Created:	2023-05-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv1RpUPg6-NmR3ns0-VENJ7qVK25dIB86

"BA-11-675 - BOC 06-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-05-23 - 11:18:41 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-05-23 - 11:18:41 PM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gina Cantero-Animal Services

EXPLANATION IN DETAIL: This budget amendment reflects the need to add additional funds to our Pet Adoption Vaccines account for the purchase of pet vaccines for the remainder of the FY.

Prepared by: Gcantero

Date: 5/16/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Pet Adoption Vaccine Fee	R	1146430-425050	3,070	
Pet Adoption Vaccines	E	1156430-561048	3,070	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved:		Approved:	Budget Revision # 11-497
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date:	5/18/2023	Date:	Posted by:
Signature		Signature:	Approved by:

Anna R Burngarner

$38,558.77 (In Account Now) / 11 (month in FY)= $3,505.34 (Spent monthly on Vaccines)

$3,941.23(this months vaccine funds) - $3,505.34 (needed for last remaining month of FY) = $435.89 (Left over after vaccine purchases this month)

$3,505.34 (spent monthly) -$435.89 (Left over after vaccine purchases this month) = $3,069.45 (rounded to $3,070)

$3,070 needed for purchase of vaccines for the remainder of the FY

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146430 ANIMAL SHELTER REVENUES Type: R
Object code: 425050 PET ADOPTION VACCINE FEE Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: PET ADOPTION VACCINE FEE Short desc: PA VAC FEE
Reference Acct:

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-3,752.00	.00	.00	-38,000.00
02	-5,125.00	.00	.00	.00
03	-4,093.00	.00	.00	.00
04	-5,234.00	.00	.00	.00
05	-3,236.00	.00	.00	.00
06	-2,777.00	.00	.00	.00
07	-5,537.00	.00	.00	.00
08	-2,871.00	.00	.00	.00
09	-4,470.97	.00	.00	.00
10	-4,009.03	.00	.00	.00
11	-2,927.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-44,032.00	.00	.00	-38,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	-44,032.00	Original Budget	-38,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-44,032.00	Carry Fwd Budget	.00
Available Budget	6,032.00	Carry Fwd Bud Tfr	.00
Percent Used	115.87	Revised Budget	-38,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-65,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-38,000.00	PRESENT	-38,000.00
	.00	COMMISSION	.00
		APPROVED	-38,000.00

Increase $3,070

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156430 ANIMAL SHELTER EXPENDITURES Type: E
Object code: 561048 PET ADOPTION VACCINES Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: PET ADOPTION VACCINES Short desc: PA VACCIN
Reference Acct: Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	475.00	.00	.00	42,500.00
02	1,229.12	2,850.00	.00	.00
03	2,109.88	72.40	.00	.00
04	5,154.40	-2,494.53	.00	.00
05	2,974.87	2,756.44	.00	.00
06	3,901.75	.00	.00	.00
07	5,442.95	-2,850.00	.00	.00
08	3,129.00	.00	.00	.00
09	5,121.01	-334.31	.00	.00
10	3,374.38	2,850.00	.00	.00
11	5,646.41	-2,850.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	38,558.77	.00	.00	42,500.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	38,558.77	Original Budget	42,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	38,558.77	Carry Fwd Budget	.00
Available Budget	3,941.23	Carry Fwd Bud Tfr	.00
Percent Used	90.73	Revised Budget	42,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	42,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	42,500.00	PRESENT	42,500.00
	.00	COMMISSION	.00
		APPROVED	42,500.00

Increase $3,070

BA-11-497 - BOC 06-05

Final Audit Report 2023-05-19

Created:	2023-05-18
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8ZXzzAYkVqndHU70KNJaWjGuQjLR0zje

"BA-11-497 - BOC 06-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-05-18 - 4:23:44 PM GMT- IP address: 24.123.188.14

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget increase in revenue and expenses for Cooperative Extension - Livestock

Prepared by: Teresa Sharpless

Date: 5/16/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Agriculture Livestock Revenue	R	1144955-449006	1,000	
Livestock Expense	E	1154955-583082	1,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☐		Approved:	Budget Revision # 11-499
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: May 17, 2023		Date:	Posted by:
Signature: Amy-Lynn Albertson		Signature:	Approved by:

Anna R Burrgaiser

Sharpless, Teresa F.

From: Albertson, Amy-Lynn
Sent: Thursday, May 11, 2023 11:17 AM
To: Sharpless, Teresa F.
Subject: Budget amendment

We need to do a budget amendment for $1000 from Livestock Revenue to Livestock expense account. Can you help me?
Thanks,
ALA

G/L ACCOUNT - MASTER INQUIRY

Org code: 1144955 CE-OTHER PROG REVENUES Type: R
Object code: 449006 AGRICULTURE LIVESTOCK REVENUE Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	48	ECONOMIC DEVELOPMENT
Sub Function	4850	COOPERATIVE EXTENSION
Department	4950	COOPERATIVE EXTENSION
Division	4955	CE-OTHER PROGRAMS
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: AGRICULTURE LIVESTOCK REVENUE Short desc: LIVESTOCK
Reference Acct:

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	-645.00	.00	-490.00	-490.00
03	-70.00	.00	.00	.00
04	-558.53	.00	.00	.00
05	-80.00	.00	.00	.00
06	.00	.00	.00	.00
07	-758.00	.00	.00	.00
08	-500.00	.00	.00	.00
09	-45.00	.00	.00	.00
10	-45.00	.00	.00	.00
11	-95.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-2,796.53	.00	-490.00	-490.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	-2,796.53	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	-490.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-2,796.53	Carry Fwd Budget	.00
Available Budget	2,306.53	Carry Fwd Bud Tfr	.00
Percent Used	570.72	Revised Budget	-490.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-1,000.00
Actual-Last Yr	.00	MANAGER	-1,000.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	-1,000.00
		APPROVED	-1,000.00

Increase 1,000

G/L ACCOUNT - MASTER INQUIRY

Org code: 1154955 CE-OTHER PROGRAM EXPENSES
Object code: 583082 LIVESTOCK EXPENSE
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	48	ECONOMIC DEVELOPMENT
Sub Function	4850	COOPERATIVE EXTENSION
Department	4950	COOPERATIVE EXTENSION
Division	4955	CE-OTHER PROGRAMS
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: LIVESTOCK EXPENSE
Short desc: LIVESTOCK
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	3,831.00	3,831.00
03	582.86	.00	.00	.00
04	67.60	.00	.00	.00
05	.00	.00	.00	.00
06	327.35	.00	.00	.00
07	220.56	.00	.00	.00
08	554.74	.00	.00	.00
09	293.94	.00	.00	.00
10	923.46	.00	.00	.00
11	377.46	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	3,347.97	.00	3,831.00	3,831.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	3,347.97	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	3,831.00
Requisitions	.00	Budget Tranfr Out	.00
Total	3,347.97	Carry Fwd Budget	.00
Available Budget	483.03	Carry Fwd Bud Tfr	.00
Percent Used	87.39	Revised Budget	3,831.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	2,000.00
Actual-Last Yr	.00	MANAGER	1,000.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	1,000.00
		APPROVED	1,000.00

Increase 1,000

BA-11-499 - BOC 06-05

Final Audit Report 2023-05-18

Created:	2023-05-16
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWF4Ro3YXp5y5JjSwoDmaTI1HOPiyO7VA

"BA-11-499 - BOC 06-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-05-16 - 6:39:06 PM GMT- IP address: 24.123.188.14

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Email viewed by Amy Albertson (amy-lynn.albertson@rowancountync.gov)
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2023-05-18 - 0:52:44 AM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer

FROM: Finance

EXPLANATION IN DETAIL: Transfer asset from claims to EMS for the Ambulance Remount (from Fund 51 to Fund 11)

Prepared by: Mitzi O'Dell
Date: 5/4/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Transfer to 101	E	5156010-595101	50,620	
Claims Expense	E	5156010-590003		50,620
Insurance Settlement	R	1144371-454010	~~-50,620~~	~~50,620~~
Transfer from 501	R	1145185-491501	50,620	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: [signature]		Approved:	Budget Revision # 11-489
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: May 18, 2023		Date:	Posted by:
Signature: Anna R Burngasser		Signature:	Approved by:

ROWAN COUNTY
GENERAL JOURNAL ENTRY

Date of entry: 5/4/2023

Prepared by: Mitzi O'Dell

Approved by:

Date posted:

FY 23

JE#	Org-Object #	EXPLANATION	DR	CR
	1144371-454010	Insurance Settlement	50,620.00	
	5146010-489030	Insurance Settlement		50,620.00
		Reclass insurance settlement amount		
		To amount received		

DocuSign Envelope ID: D3F2E544-54AE-4627-ABF5-8CFA1B51F4A6

ELITE Ambulance Sales

info@EliteAmbulanceSales.com

Elite Ambulance Sales
1731 Mobile Dr Suite 101
Winona, MN 55987
Phone: 507.403.4E49

Invoice No.	02172023-1
Date	2/22/2023
Contact Phone #	(704) 216-8174

BILL TO	SHIP TO
Rowan County 130 West Innes Street, Suite 31 Salisbury, NC 28144	Rowan County 130 West Innes Street, Suite 31 Salisbury, NC 28144

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2022 Ford E-450 XL w/ Remounted Module 1FDXE4FN5NDC40182	104,150.00	104,150.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

TOTAL DUE	104,150.00
DOWN PAYMENT	0.00

Contract 23423

4371
5750365

Thank you for your Business!

Initials _____

Sedgwick Claims Management Services, Inc
On behalf of
NCACC Liability and Property Pool

ORIGIN 1841278 Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 11/29/2022

132163916

62-22
311

PAY: ******SEVEN THOUSAND SIX HUNDRED FIFTY SEVEN AND 19/100 DOLLARS

$7,657.19

PAY TO THE ORDER OF ROWAN COUNTY

Bob Blankenship

MEMO: _____ AP

NC Counties of Liability and P. Principal
Sedgwick Claims Management Services, Inc., Agent By:

⑈132163916⑈ ⑆031100225⑆ 2079950059703⑈

1611ac28598

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick Claims Management Services, Inc
On behalf of
NCACC Liability and Property Pool

ORIGIN 1841278 Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 11/28/2022

132163903

62-22
311

PAY: ******FIFTY THREE THOUSAND FIVE HUNDRED THIRTY AND 00/100 DOLLARS

$53,530.00

PAY TO THE ORDER OF ROWAN COUNTY

Bob Blankenship

MEMO: _____ AP

NC Counties of Liability and P. Principal
Sedgwick Claims Management Services, Inc., Agent By:

⑈132163903⑈ ⑆031100225⑆ 2079950059703⑈

1614716794

DEPOSIT RECORD COPY 66-46/531

ROWAN COUNTY
130 W INNES ST.
SALISBURY, NC 28144

SUNTRUST

DATE 12/2/2022

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS		
1 [illegible]	41,187	19
2 [illegible]		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
TOTAL	41,187	19

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

69

D1 41,187 19

D 053100465 0000281796 18

Thanks for banking with us.

It's easy to bank with us online.
Register for online banking
at Truist.com.

PD 12/02/2022 16:55 # 400
CO 12/02/2022 102 6056108 0003

Deposit

Chk/Sav/MMA $41,187.19

XXXXXX1951

All deposits are subject to verification and collection from the issuing bank.

Building a better banking experience for you.

Visit Truist.com or call
844.4TRUIST(844.487.8478).

BA-11-489 - BOC 06-05

Final Audit Report 2023-05-19

Created:	2023-05-17
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZWhKEpkyUZl_49SZNG2YwF4wStVFOP3q

"BA-11-489 - BOC 06-05" History

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Agreement completed.
2023-05-19 - 1:00:32 AM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer

FROM: Finance

EXPLANATION IN DETAIL: Transfer asset from claims to HD (from Fund 51 to Fund 11)

Prepared by: Mitzi O'Dell
Date: 5/2/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Transfer to 101	E	5156010-595101	6,379	
Claims Expense	E	5156010-590003		6,379
C/A - Equipment	E	1155185-575000	6,379	
Transfer from 501	R	1145185-491501	6,379	
C/A - Equipment	E	1155185-575000	1,000	
F/A - DP Equipment	E	1155185-576020		1,000

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑	Approved:	Budget Revision # 11-488
Disapproved: ☐	Disapproved:	Date Posted:
Amended:	Amended:	Group Number:
Date: May 17, 2023	Date:	Posted by:
Signature: Anna R Burngarner	Signature:	Approved by:

Asset

Transfer from 101 Transfer to 501

51960.0-49101 Issued 1-12-25 1154112-5251501

Odell, Mitzi C

From: Bevis, Lisa F
Sent: Tuesday, March 7, 2023 10:27 AM
To: Odell, Mitzi C
Subject: FW: Question

Let's give this some thought and then discuss. Thanks.

From: Tonya L. Thompson <tthompson@msa.cpa>
Sent: Tuesday, March 7, 2023 10:24 AM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: RE: Question

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Ok that could get pretty confusing so let's make it as simple as possible 😉

I think it would be best to transfer the $7000 out of the risk management fund, spend the $8000 out of the general fund, and capitalize the full amount of the new asset of $8000. In this case it's not really a reimbursement, more of a cost sharing, and 100% of the expense needs to stay in the general fund to be capitalized properly.

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Sent: Tuesday, March 7, 2023 10:10 AM
To: Tonya L. Thompson <tthompson@msa.cpa>
Subject: RE: Question

1- Dispose of asset
2- Add Asset

So what has happened is a GPS was lost, and we are replacing it. It is $8,000. We are having the General Fund Department pay $1,000 toward it as a Fixed Asset, and the Risk Fund pay 7,000 toward it as a claims expense. That seems confusing to me. So I was thinking can the Risk Fund transfer $7,000 to the General Fund, and we code it to a capital asset? Or should the General Fund transfer $1,000 to the Risk Fund and we pay it out of a capital asset account in the Risk Fund?
Thanks so much for all of your help.

From: Tonya L. Thompson <tthompson@msa.cpa>
Sent: Tuesday, March 7, 2023 9:38 AM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: RE: Question

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Yes absolutely, as long as it is budgeted, if you have excess funds in there you need to return to the GF. There are no extra rules over internal service fund transfers like with the utilities.

I'm not sure what the purpose of the transfer would be, but reimbursements should not be treated as transfers, but should instead be reduction in expense in one fund and increase in expense in the other fund. That's the only thing you would need to watch out for with this type of transfer.

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Sent: Tuesday, March 7, 2023 9:32 AM
To: Tonya L. Thompson <tthompson@msa.cpa>
Subject: Question

Hi Tonya,
Can we transfer funds from fund 51, Risk Management, to Fund 11, General Fund?
Thanks.
Lisa

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Lisa F. Bevis | Assistant Finance Director
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] 704-216-8162 **[f]** 704-216-8166
www.rowancountync.gov

Tonya L. Thompson
Martin Starnes & Associates, CPAs, P.A.
Senior Manager, CPA
p: 828-327-2727 Ext 316 | f: (828) 328-2324
Click Here to Select Your Team Member and Upload Files

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BA-11-488 - BOC 06-05

Final Audit Report 2023-05-18

Created:	2023-05-17
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3z2DOHO780FLN7GVrPIJAuTfUGTAQWyX

"BA-11-488 - BOC 06-05" History

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Signature Date: 2023-05-18 - 0:33:23 AM GMT - Time Source: server- IP address: 24.123.188.14

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2023-05-18 - 0:33:23 AM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gina Cantero-Animal Services

EXPLANATION IN DETAIL: This budget amendment reflects the need to add additional funds to our Animal Control Supplies Account for the purchase of eyewashing stations for employee safety.

Prepared by: Gcantero

Date: 5/15/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Animal Control Supplies	E	1156430-561013	231	
Animal Control Donations	R	1146430-464023	231	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved:	Approved:	Budget Revision # 11-448
Disapproved:	Disapproved:	Date Posted:
Amended:	Amended:	Group Number:
Date: 5/18/2023	Date:	Posted by:
Signature:	Signature:	Approved by:

Anna R Burngarner

(1) Double Bottle Eyewash Wall Stations costs $50.99

We need (3) equaling $152.97

(1)32 oz Eyewash bottles costs $12.99

We need (6) equaling $77.94

$152.97 (Costs of 3 eyewash stations) plus

$77.94 (Costs of 6 32oz eyewash bottles) equals

$230.91 rounded up to $231

$231 needed to purchase eyewash stations for employee safety

Help Center › Free Shipping & Guaranteed Savings › Earn 3% Back & Save on Plus ›

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7

Honeywell Eyesaline 32 oz. Personal Eyewash Bottle 32-000455-0000-H5

Item #: 8693200045S MFR #: 32-000455-0000-H5

See more products like this!

Browse our full selection



Honeywell Eyesaline 16 oz. Personal Eyewash Bottle 32-000454

$9.19/Each



Honeywell Eyesaline 16 oz. Single Bottle Sterile Eyewash Wall Station

$30.49/Each



Honeywell Eyesaline 32 oz. Single Bottle Sterile Eyewash Wall Station

$35.49/Each



Honeywell Eyesaline 32 oz. Double Bottle Sterile Eyewash Wall Station

$50.99/Each



Medique 3" Cotton Tip Applicator - 10/Pack

$0.23/Pack



need 6

Only

$12.99

Ships free with

1

Wish List

Rapid Reorder

Other Available Sizes:

Help Center > Plus Free Shipping & Guaranteed Savings > Earn 5% Back & Save on Plus >

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7

< First Aid Supplies

Honeywell Eyesaline 32 oz. Double Bottle Sterile Eyewash Wall Station 32-000462-0000-H5

Item #: 96932000462 MFR #: 32-000462-0000-H5

See more products like this!

Browse our full selection



Honeywell Eyesaline 16 oz. Personal Eyewash Bottle 32-000454

$9.19/Each



Honeywell Eyesaline 32 oz. Personal Eyewash Bottle 32-000455

$12.99/Each



Honeywell Eyesaline 16 oz. Single Bottle Sterile Eyewash Wall Station

$30.49/Each



Honeywell Eyesaline 32 oz. Single Bottle Sterile Eyewash Wall Station

$35.49/Each



Medique 3" Cotton Tip Applicator - 10/Pack

$0.23/Pack



Need 3

Only

$50.99

Ships free with

1

Wish List

Rapid Reorder

Other Available Sizes:

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146430 ANIMAL SHELTER REVENUES
Object code: 464023 ANIMAL CONTROL DONATIONS
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: ANIMAL CONTROL DONATIONS Short desc: ANML CTL D
Reference Acct:

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-898.00	.00	.00	.00
02	-655.00	.00	.00	.00
03	-28.00	.00	.00	.00
04	-82.50	.00	.00	.00
05	-233.00	.00	.00	.00
06	-368.00	.00	.00	.00
07	-1,451.00	.00	.00	.00
08	-376.00	.00	-2,100.00	-2,100.00
09	-160.00	.00	.00	.00
10	-10,401.00	.00	-1,421.00	-1,421.00
11	-487.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-15,139.50	.00	-3,521.00	-3,521.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	-15,139.50	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	-3,521.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-15,139.50	Carry Fwd Budget	.00
Available Budget	11,618.50	Carry Fwd Bud Tfr	.00
Percent Used	429.98	Revised Budget	-3,521.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

Increase $231

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156430 ANIMAL SHELTER EXPENDITURES Type: E
Object code: 561013 ANIMAL CONTROL SUPPLIES Status: A
Project code: Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SUPPLIES:ANIMAL CONTROL Short desc: SUPP ANLCT
Reference Acct: Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	128.43	.00	.00	20,500.00
02	1,701.46	.00	.00	.00
03	1,299.27	2,086.47	.00	.00
04	3,938.73	-2,003.51	.00	.00
05	1,206.16	-82.96	.00	.00
06	149.76	.00	.00	.00
07	2,419.37	.00	.00	.00
08	1,894.89	.00	.00	.00
09	482.21	.00	.00	.00
10	2,736.42	.00	776.00	776.00
11	1,293.37	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	17,250.07	.00	776.00	21,276.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	17,250.07	Original Budget	20,500.00
Encumbrances	.00	Budget Tranfr In	776.00
Requisitions	.00	Budget Tranfr Out	.00
Total	17,250.07	Carry Fwd Budget	.00
Available Budget	4,025.93	Carry Fwd Bud Tfr	.00
Percent Used	81.08	Revised Budget	21,276.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	20,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	20,500.00	PRESENT	20,500.00
	.00	COMMISSION	.00
		APPROVED	20,500.00

Increase $231

BA-11-448 - BOC 06-05

Final Audit Report 2023-05-19

Created:	2023-05-18
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkTkgSIr-Sbx2B8D8Crv2-_2DPM2k-7Zc

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Agreement completed.
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ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To move funding to cover expenditures for remainder of FY

Prepared by: Lindsey Hinson

Date: 5/9/2023

BUDGET INFORMATION: Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Food Pharmacy Grant	R	1145240-583119-30009	10,000	
Food Pharmacy Grant	E	1155240-583119-30009	10,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 11-332
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 05/09/2023		Date:	Posted by:
Signature: Alyne Stevens		Signature:	Approved by:

Anna R Bumgarner

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Rowan County Health Department
1811 East Innes Street – Salisbury, NC 28146-6030

May 9, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to move money to increase revenue and expense account for the Food Pharmacy Grant.

Kind Regards,

Alyssa Harris, Public Health Director

G/L ACCOUNT - MASTER INQUIRY

Org code: 1145240 HEALTH PROMOTION REVENUES Type: R
Object code: 583119 GRANT - LOCAL Status: A
Project code: 30009 FOOD PHARMACY Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5123	ADULT HEALTH
Department	5100	HEALTH DEPARTMENT
Division	5130	ALLIED HEALTH
Program	5240	HEALTH PROMOTION
Activity	000	NON ACTIVITY
Type	4	REVENUES
Project	30009	FOOD PHARMACY

Full description: GRANT - LOCAL Short desc: LOCAL GRNT
Reference Acct:

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	-10,000.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-10,000.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	-10,000.00	Original Budget	.00
Encumbrances	10,000.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00



G/L ACCOUNT - MASTER INQUIRY

Org code: 1155240 HEALTH PROMOTION EXPENSES Type: E
Object code: 583119 GRANT - LOCAL Status: A
Project code: 30009 FOOD PHARMACY Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5123	ADULT HEALTH
Department	5100	HEALTH DEPARTMENT
Division	5130	ALLIED HEALTH
Program	5240	HEALTH PROMOTION
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES
Project	30009	FOOD PHARMACY

Full description: GRANT - LOCAL Short desc: LOCAL GRNT
Reference Acct: Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	.00	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
.00		COMMISSION	.00
		APPROVED	.00



BA-11-332 - BOC 06-05

Final Audit Report 2023-05-16

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"BA-11-332 - BOC 06-05" History

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Agreement completed.
2023-05-16 - 1:06:30 PM GMT

Adobe Acrobat Sign

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: Siobhan Allen, Assistant to the County Manager/Management Analyst
DATE: 6/5/23
SUBJECT: JCPC Funding Plan

This is the JCPC Funding Plan for the next fiscal year. This document shows the amount to which programs will be funded by NC DPS and the local match from Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Funding Plan	5/24/2023	Cover Memo

Rowan County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $413,591 Local Match: $ $237,371 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	JCPC Administration	$4,500						$4,500	
2	Rowan Youth Services Bureau, Inc. (Teen Court)	$78,054		$717	$39,230			$118,001	34%
3	Rowan Youth Services Bureau, Inc. (Sex Offender Evaluations and Treatment)	$4,590		$36	$1,942			$6,568	30%
4	Rowan Youth Services Bureau, Inc. (Juvenile Restitution)	$75,551		$717	$22,417			$98,685	23%
5	Transforming Youth Movement (SHIFT Mentoring)	$43,031			$14,400			$57,431	25%
6	Transforming Youth Movement (Get Hired)	$55,099			$18,000			$73,099	25%
7	Families First-NC, Inc. - (Strengthening Families)	$49,789		$93,647	$11,280			$154,716	68%
8	Happy's Farm, Inc. - (Discovering Yourself Through Barnyard Adventures)	$32,900			$13,923			$46,823	30%
9	Aspire Youth and Family, Inc. (Kids at Work! Rowan)	$41,599			$12,500			$54,099	23%
10	Youth Development Initiatives (YDI Family Life Skills Academy - Rowan)	$28,478			$8,562			$37,040	23%
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$413,591		$95,117	$142,254			$650,962	36%

The above plan was derived through a planning process by the Rowan County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2023-2024.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Chairperson, Juvenile Crime Prevention Council (Date)

☐ check type initial plan ☐ update ☐ final

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

DPS Use Only

Reviewed by Daniel Sevigny 5/16/23
Area Consultant Date

Reviewed by Denise Bond 5-17-23
Program Assistant Date

Verified by _____
Designated State Office Staff Date

ver 03/02/21

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: Siobhan Allen, Assistant to the County Manager/Management Analyst
DATE: 6/5/23
SUBJECT: JCPC Annual Certification

This is the Juvenile Crime Prevention Certification. This Certification is done every fiscal year to certify the council meets its requirements by statute, and identifies its members and program providers.

ATTACHMENTS:

Description	Upload Date	Type
JCPC Certification	5/26/2023	Cover Memo

North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

JCPC Program - Program Application

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 23-24	**DPS/JCPC FUNDING # (cont only)**	380-XXXX
COUNTY:	Rowan	**AREA:**	Piedmont Area
Multi-County:	No	**Multi-Components:**	No
NAME OF PROGRAM:	JCPC Administration		

SPONSORING AGENCY:	Rowan County			
SPONSORING AGENCY PHYSICAL ADDRESS:	*			
	*	NC	00000	
SPONSORING AGENCY MAILING ADDRESS:	*			
	*	NC	00000	
TYPE:	Public		**FEDERAL ID #**	566000336h

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
38191	JCPC Certification	JCPC Certification	$ 4,500
		Total cost of components:	$ 4,500

Program Manager Name & Address *(same person on signature page)*

Name:	Joshua Stutts		**Title:**	Program Manager - DSS	
Mailing Address:	1813 E. Innes St.		**City:**	Salisbury	**Zip:** 28146
Phone:	(704) 267-7066	**Fax:**		**E-mail:**	joshua.stutts@rowancountync.gov

Contact Person *(if different from program manager)*

Name:	Siobhan Allen		**Title:**		
Mailing Address:	130 W. Innes St		**City:**	Salisbury	**Zip:** 28144
Phone:	(704) 216-8193	**Fax:**	(704) 216-8195	**E-mail:**	siobhan.allen@rowancountync.gov

Program Fiscal Officer *(cannot be program manager)*

Name:	Anna Bumgarner		**Title:**	County Finance Director	
Mailing Address:	130 W Innes St		**City:**	Salisbury	**Zip:** 28144
Phone:	(704) 216-8174	**Fax:**		**E-mail:**	Anna.Bumgarner@rowancountync.g

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

2-Year Funding: FY 2023-2024 and FY 2024-2025

Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes

B. Are members appointed for two-year terms and are those terms staggered? Yes

C. Is membership reflective of social-economic and racial diversity of the community? Yes

D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

Chief Court Counselor, Substance Abuse Professional are vacant. The JCPC is working to fill these positions.

Organization

A. Does the JCPC have written Bylaws? Yes

B. Bylaws are On file

C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes

D. Does the JCPC have written policies and procedures for funding and review? Yes

E. These policies and procedures On file

F. Does the JCPC have officers and are they elected annually? Yes

Meetings

A. JCPC meetings are considered open and public notice of meetings is provided. Yes

B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes

C. Does the JCPC meet six (6) times a year at a minimum? Yes

D. Are minutes taken at all official meetings? Yes

E. Are minutes distributed prior to or during subsequent meetings? Yes

Planning

A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes

B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? Yes

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? Yes

☑ RFP, Distribution List, and Advertisement attached

B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Briefly outline the plan for correcting any areas of standards non-compliance.

The Nominating Committee is working to fill vacant positions.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Carol Ann Houpe	School Superintendent	☑	White	Female
2) Chief of Police or designee	Timothy Crews	Police Chief	☑	White	Male
3) Local Sheriff or designee	Christopher Scott Flowers	Sergeant	☑	White	Male
4) District Attorney or designee	Brandy Cook	District Attorney		White	Female
5) Chief Court Counselor or designee					
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Jocelyn Williams	Mental Health Provider		Black or African-American	Female
7) Director DSS or designee	Joshua Stutts	Program Manager	☑	White	Male
8) County Manager or designee	Siobhan Allen	Management Analyst	☑	Black or African-American	Female
9) Substance Abuse Professional					
10) Member of Faith Community	William Andy Downs	Pastor		White	Male
11) County Commissioner	Judy Klusman	County Commissioner		White	Female
12) A Person Under the Age of 21	Ryan Jude Bravo	Youth Under 21		White	Male
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Carla Johnston	Foster Care Supervisor		Black or African-American	Female
14) Juvenile Defense Attorney	John Basinger	Attorney		White	Male
15) Chief District Judge or designee	Beth Dixon	District Judge		White	Female
16) Member of Business Community	Crystal Ryerson	Business Community		White	Female
17) Local Health Director or designee	Alyssa Harris	Public Health Director		White	Female
18) Rep. United Way/other non-profit	Jason Hinson	Law Enforcement		White	Male
19) Representative/Parks and Rec	Don Bringle	Parks and Facilities Director		White	Male
20) County Commissioner appointee	Alisa Russell	LPA		Black or African-American	Female
21) County Commissioner appointee	Ashley Honbarrier	Program Director		White	Female
22) County Commissioner appointee	Erin Moody	Child Forensic Interviewer		White	Female
23) County Commissioner appointee	Haylee Shuping	Graduate Student		White	Female
24) County Commissioner appointee	Jenny Lee	United Way Executive Director		White	Female
25) County Commissioner appointee	Scott Teamer	Professor		Black or African-American	Male
26) County Commissioner appointee	Todd Wyrick	Magistrate		White	Male

SECTION V: TERMS OF AGREEMENT

NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES when an application is approved for funding.

This Agreement is entered into by and between Department of Public Safety, (*hereinafter referred to as the DPS),* and County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and (hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective _____ and shall terminate _____.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount $_____ for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;

2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC Policy;

3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;

4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;

5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;

6. Monitor the Sponsoring Agency's funded program(s) in accordance with *DPS JCPC Policy 3. Operations: Program*

Oversight and Monitoring; and

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates.

The Sponsoring Agency shall:

1. 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;

2. Comply with all Federal and State laws relating to equal employment opportunity;

3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;

4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;

5. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures;

6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;

7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC Policy for the specific funded program type;

8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;

9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;

10. Have the capacity to use the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;

11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;

12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;

13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the DPS JCPC Policy and with the due dates established by DPS;

14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with *DPS JCPC Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services *(Form JCPC/PO 001 Contract for Professional Services Template)* into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds only for the purposes approved by DPS in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;

2. Comply with the DPS JCPC Policy, the North Carolina Administrative Code procedures (14B NCAC 11B), and N.C.G.S. §§ 143B-845 to 851;

3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;

4. Submit any other information requested by the County or DPS; and

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring.*
Reference: 14B NCAC 11B.0202 and DPS JCPC Policy (policies 1, 3, 7, 8, 9, 10 and 11).

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed when applicable, and either a local public agency, a 501(c)3 nonprofit corporation or local housing authority (applicable only to the JCPC funding process);

2. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;

3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;

4. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and

6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
Reference: 14B NCAC 11B.0108; *DPS JCPC Policy (policies 8 and 9).*

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.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for

any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement 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 Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement 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 Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC Policy 1. Operations: JCPC Operations*.
Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities
An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records
The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements 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 DPS. State basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) 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 Program Agreement 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.

No Overdue Tax Debt Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.
The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no

overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

Conflict of Interest Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.
Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement *(Form DPS 13 001)* and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.
Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program agreement in NCALLIES.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement 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 Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency 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 Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement, or the most recently approved Program Agreement Revision, by the Sponsoring Agency 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 Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

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 as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 23-24

Item #	Justification	Expense	In Kind Expense
120	Salaries and Wages: 17.61 x 16.5 hours/month	$3,486	
180	Fringe Benefits: Soc Sec $216; Medicare $50; Retirement $398; Work Comp $9; 401k $105	$778	
220	Food and Provisions	$100	
260	Office Supplies and Materials	$136	
TOTAL		**$4,500**	**$0**

Job Title	Annual Expense Wages	Annual In Kind Wages
Administrative Secretary	$3,486	
TOTAL	**$3,486**	

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY

Program:	JCPC Administration		
Fiscal Year:	FY 23-24	**Number of Months:**	12

	Cash	In Kind	Total
I. Personnel Services	**$4,264**		**$4,264**
120 Salaries & Wages	$3,486		$3,486
180 Fringe Benefits	$778		$778
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$236**		**$236**
210 Household & Cleaning			$0
220 Food & Provisions	$100		$100
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$136		$136
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services			**$0**
310 Travel & Transportation			$0
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses			**$0**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$4,500**	**$0**	**$4,500**

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)		
FY 23-24	**Rowan County**	**Funding ID: 380-XXXX**
Sponsoring Agency:	Rowan County	
Program:	JCPC Administration	

$4,500	**DPS/JCPC Funds**	* This is the amount of your request on your application	
0%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$4,500	**TOTAL**	$0	$0
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director **Date**

Chair, Juvenile Crime Prevention Council **Date**

Joshua Stutts 5/26/23

Program Manager **Date**

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 5/24/23
SUBJECT: Schedule public hearing for HLC 01-23

The Rowan County Historic Landmarks Commission (HLC) received an application from John Benjamin Knox to establish the Knox Farmhouse as a Rowan County historic landmark. The Knox Farmhouse is located at 915 Knox Road. further referenced as Rowan County Tax Parcel 279 012. The applicant wishes to designate the exterior of the house along with the 0.4 acres it sits on.

- Schedule public hearing for HLC 01-23 for June 19th, 2023

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/24/2023	Cover Memo
Designation Report	5/24/2023	Cover Memo
Letter from SHPO	5/24/2023	Cover Memo
GIS Map	5/24/2023	Cover Memo
Application	5/24/2023	Cover Memo

402 North Main Street Suite 204
Salisbury, NC 28144
Phone: 704-216-8588 |
Aaron.Poplin@rowancountync.gov

MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: May 24, 2023
RE: **HLC 01-23**

SUGGESTED BOARD OF COMMISSIONERS ACTION

☐ Schedule public hearing for HLC 01-23 for June 19th, 2023

REQUEST

In January of 2022, the Rowan County Historic Landmarks Commission (HLC) received an application from John Benjamin Knox to establish the Knox Farmhouse as a Rowan County historic landmark. The Knox Farmhouse is located at 915 Knox Road. further referenced as Rowan County Tax Parcel 279 012. The applicant wishes to designate the exterior of the house along with the 0.4 acres it sits on.

BACKGROUND

The Rowan County HLC's mission is to identify and inventory properties within the county having historical, pre-historical, architectural, and cultural significance, and make recommendations to the County Commissioners regarding sites, areas, structures, and objects to be designated as "Historical Landmarks". Since the HLC was established in 2003, the Commission has recommended eleven (11) other structures for designation:

The HLC wishes to recognize the Knox Farmhouse because it is locally significant under the category of architecture. The architectural significance of the Knox Farmhouse few remaining examples of a wood framed farmhouse from the Antebellum period in rural

western Rowan County, and for being a well preserved example of vernacular Greek Revival style in a rural setting.

STATE HISTORIC PRESERVATION OFFICE COMMENTS

On February 23, 2023 Planning Staff received comments from Kristi Brantley, SHPO staff member, regarding local designation application for the Knox Farmhouse. Ms. Brantley stated the report had significant information for a local governing board to determine if the house has local significance. SHPO only asked for a few clerical changes to the report, which was subsequently updated.

HLC COMMENTS

Based on these comments the HLC recommends approval of the *Knox Farmhouse* as a Rowan County historic landmark. After reviewing the application, an on-site investigation of the property, and extensive research, the HLC deems the *Knox Farmhouse* to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On May 9, 2023, the HLC conducted a courtesy hearing to receive comments regarding the Knox Farmhouse designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of Knox Farmhouse.

PLANNING STAFF COMMENTS

- Staff supports the designation of the Knox Farmhouse.

LOCAL DESIGNATION REPORT – ROWAN CO. HISTORIC LANDMARK COMMISION

I. General Information

1. The Knox Farmhouse
2. 915 Knox Road, Cleveland, NC 27013
3. Tax parcel # 279-012
4. John Benjamin Knox & Angela Poteat Knox
5. 915 Knox Road, Cleveland, NC 27013
6. Appraised (tax) value: House: $131,139 Land: $81,236 Total Value: $215,375

II. Abstract

1. *Summary* – The Knox Farmhouse is one of the primary structures within the Knox Farm Historic District, which is listed on the National Register of Historic Places. John Adam Knox (1708-1758) came to this area about 1740 and established a farmstead (purchased approx. 600 acres from James Stuart who received a land grant from the Earl of Granville[1]) which has remained in the family for nine generations. John Knox was the great-grandfather of the eleventh US President, James Knox Polk[2]. This house, referred to as "the Knox Farm Seat" in the National Trust Historic District Nomination, was built between 1854 and 1856 by James Graham for Robert Knox (1804-1885), grandson of John Knox. The house is vernacular Greek Revival[3] and is located within a very scenic section of western Rowan County (near the community known as Cleveland, NC). Family members continue to live and farm on the property, which currently totals 1,100 acres.
2. *Proposed Designation* - In its current state, the house is an outstanding example of an antebellum wood frame farmhouse. The designation will include the exterior of the house and 1.0 acres of land, which is a small portion of the original 600-acre farm.

III. Historical Background

1. *Property's History* –John Adam Knox was born in Scotland in 1708 and immigrated to this country about 1740 with his wife Jean Gracy and others in a group which included her brother Patrick Gracy. They settled in Pennsylvania briefly before moving south down the Great Wagon Road and to the south side of Third Creek in what is now western Rowan County. As previously stated, John Knox purchased 600 acres from James Stuart and built a log home on the property about 1745. John and Jean's oldest son, William, is thought to have inherited the property as was the English tradition. There is no record of the transfer of the property nor any mention of it in Jean Gracy Knox's will written in 1772.[4] According to oral histories, William and his wife, Margaret Allen Knox, built a second home on the property for themselves. It stood approximately fifty feet south of the present home that was built by a local builder, James Graham, for Robert Knox (William and Margaret's grandson) and wife Catherine Clark Knox in

[1] Hattie S. Goodman, The Knox Family: A Genealogical and Biographical Sketch of the Descendants of John Knox of Rowan County
[2] Amanda Craven (Knox) Burton, The Knox Farm of Rowan County, NC, Through the Family Lens
[3] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"
[4] David Foard Hood, The Architecture of Rowan County

1855-1856. Robert Knox had purchased a tract of 366 acres in 1845 from his grandmother that included the log home and the second home and subsequently purchased nineteen additional tracts to increase the total size of the farm to 2000 acres[5].

Robert and Catherine's third son, James Wilson Knox married Maria Cowan Krider in 1877 and inherited 900 acres including the homeplace. Their son, Robert Howard Knox, and his wife, Mary Emma Sloop Knox inherited the farmhouse with the passing of Robert's parents. Robert and Mary Emma left the farmhouse to their two daughters: Anna Lois Knox and Wylie Knox Smith, who were living in the farmhouse. The ownership of the farmhouse was then passed to their nephew, John Benjamin Knox and his wife Angela (the present owners and occupants of the farmhouse).

2. *Original Construction* – The Knox Farmhouse is a two-story weatherboarded frame house consisting of a two-story main block, a two-story rear (south) ell, and a one-story (east) kitchen ell. According to family tradition, construction on the house was begun in 1854 by James Graham and his crew. When completed in 1856 and occupied by Robert Knox (1804-1885) and his wife, the house was L-shaped with a two-story main block facing north and a one-story ell projecting south off the east end of the rear elevation. The remainder of the rear (south) elevation was occupied by a shed porch while a full-façade shed porch sheltered the north elevation. Brick chimneys on stone foundation stand at each of the house's three gable ends. The house rests on granite piers which have since been infilled with brick. The weatherboarded elevations are framed by corner posts which rise to wide molded eaves with a Greek Revival profile. The complete fabric and finish of the 1856 Greek Revival house survives intact.

   Dates of Alterations- There have been only two major expansions of the house. Around 1900 a one-story frame gabled roof kitchen ell was build off the east side of the original one-story ell (containing the dining room). Access between the two rooms was through a door which had previously been an outside door (opening onto a porch) through which food was brought from the free-standing kitchen.

   About 1935 the original (dining room) ell was raised to two stories in height and the chimney extended to provide a flue for the bedroom above the dining room. The one-story kitchen ell was then remodeled and expanded to include a stair to the new bedroom. A bathroom was also installed in the ell at that time[6].

   The screened porch was enclosed by folding metal windows in the late 1940s. The shed porch carries along the entire east elevation of the kitchen. In 2015 the folding metal windows were replaced with horizonal sliding windows.

   These additions were representative of the growing needs of the existing family of the home and built in a style that matched architecturally with the existing façade.

IV. Assessment

1. The property is significant architecturally as it one of the few remaining examples of a wood framed farmhouse from the Antebellum period in rural western Rowan County, and for being a well preserved example of vernacular Greek Revival style in a rural setting. The alterations made to the house have kept in character with the original construction and have facilitated the growth of the family and farming

[5] Amanda Craven (Knox) Burton, The Knox Farm of Rowan County, NC, Through the Family Lens

[6] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"

operations. The property is significant culturally for being the farm seat of a farm that has been in continuous operation since the eighteenth century.

2. *Architectural Description*-,

The north (front) elevation is symmetrical (excluding the kitchen ell that protrudes on the left at the rear of the structure). The front porch that extends the full width of the main block and is supported by molded square-in-plan posts connected by a round handrail carrying square-in-plan balusters rising from a shared bottom rail. The central entrance and its flanking bays are enframed by plain board surrounds with corner blocks set in flush sheathing. The vertical members of the window surrounds continue to the baseboard carrying along the elevation. In the center of the east and west gable ends of the main block are common bond brick chimneys, flanked by fenestration at each level. Excepting the window openings onto the porch, the window openings are all enframed by surrounds made of a wide single flat board to which a molded band is applied on its outer edge. The window openings contain six-over-six double hung sash and are flanked by dark green louvered blinds. Both are set in plain board surrounds with corner blocks[7]. The 6 /12 pitched roof of the entire house, including the shed porch roofs are covered with green standing seam metal sheeting and feature Greek revival cornice returns. The foundation of the entire house is enclosed with red-orange brick that match the chimneys.

The west (side) elevation is symmetrical (excluding the two story dining room ell that protrudes on the right in the middle of the structure). The prominent feature is a two-story gable ell with a brick chimney (laid in common bond with a full header every 8th row) centered on the two story ell. The chimney is flanked by six over six double hung windows at both the first and second floors with white louvered ventilators at the roof level of the gable end. The shed roofs of the front and rear porches flank the front ell. To the rear on the right is the two-story dining room ell. A door opens into the dining room from the porch and a single six over six double hung window flanked by dark green louvered blinds is located to the right of the porch. Two six over six double hung windows flanked by dark green louvered blinds are located on the second level.

The east (side) elevation is asymmetrical and clad with white weatherboards. A one-story ell with a gable roof protrudes above a single pitched shed roof that extends the full width of the one-story ell. The fenestration (from left to right) contains (1) single lite fixed window, (4) horizonal sliding windows, (1) single lite full length storm type door, and (1) four paned, square window. An additional four pane window is centered in the gable end of the one-story ell flanked by square louvered ventilators. A brick chimney (laid in common bond with full header every row) is centered on the two story gable end of the main block. The chimney is flanked by 6 over 6 double hung windows at both floors. Concrete steps lead up to the single lite full length storm type door and is flanked on the left by a tall pole capped with a farm bell. A single short white painted wood door interrupts the raised brick foundation of the one story ell. There are no louvered blinds at any of the windows on the east elevation.

The south (rear) elevation is asymmetrical and clad with white weatherboards (with the exception of the wall on the porch that is flush sheathed). The brick chimney (laid in common bond with a full header every 8th row) is centered on the two-story gable ell that is central to the south elevation. The chimney is flanked by white louvered ventilators (at the roof level of the gable end) and 4 over 4 double hung sash windows at the upper floor. The lower floor of the central ell contains one 4 over 4 double hung sash window to the right of the chimney. These 4 over 4 double hung windows are each trimmed with a single dark green louvered blind. There is (1) 6 over 6 double hung sash window (flanked by dark green louvered blinds) and (2) four pane windows in the side of the one story ell that extends to the east.

[7] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"

Six concrete steps lead up to the porch on the left of the central ell. The porch supports and railing on the rear south elevation are very similar to those on the front porch. The walls under the porch are also flush sheathed. A door—directly opposite the north front door—is set in the south wall of the mail block and opens into the parlor.

One outbuilding is included in the designation: The Power Plant (or Brick Motor Room) is a small brick building covered with a sheet tin shed roof that houses a small Delco power system that produced electricity for the house. It was built about 1945 of bricks from the chimney and foundation of the earlier family house which burned. A board and batten door is set in the center of the east elevation[8].

3. *Archaeological Significance* – Artifacts could possibly be discovered below the surface of the existing grassy yard. It is believed that remnants exist of the original kitchen and smoke house (out buildings that were located east of the present house).

4. *Property's Integrity* – The original structure has been maintained in good repair throughout its 168-year history. The subsequent renovations and additions were constructed in a manner as to preserve the six aspects of the site's integrity.
    - *Design:* The original wood-framed building structure was preserved. Many of the wood sills were damaged by termites and rot. These were replaced without altering the exterior appearance.
    - *Setting:* The house is located within a very scenic section of rural western Rowan County and one of the primary structures within the Knox Farm Historic District, which is listed on the National Register of Historic Places.
    - *Workmanship:* Craftsmen with experience in historic preservation were employed by the owners.
    - *Materials:* Where possible, all original materials were maintained.
    - *Feeling:* Although the interior of the house is not being designated, elements of the interior of the house reflect the history: The interior of the house is built on the Quaker plan with a large parlor on the west and two smaller bedrooms on the east. The woodwork—the mantels, baseboards, cornices, and door and window surrounds are Greek Revival in style and well-crafted. The door and window surrounds vary from room to room but all are symmetrically molded and with corner blocks. The vertical members of the surrounds continue to rest on corner blocks in the baseboards and thus enframe molded panels below the windows. The walls are sheathed with flush horizontal boards and the floors are of heart pine. All remain in good condition. The doors in the 1856 house all have paired vertical panels excepting a later four-panel door connecting the dining room with the bedroom in the southeast corner. (Apparently when the house was built, the dining room was accessible only from the porches on its east and west elevations.) The stair to the second floor rises to the west along the parlor's south wall to the house's southwest corner where it turns and rises to the north along the west wall to the second story. The second story also follows the Quaker plan; however, there are no fireplaces in the bedrooms here. Rather curiously, the finest mantel in the house is here in the room above the parlor. Its design is taken directly from Plate 50 of Asher Benjamin's The Practical House Carpenter (1830), the principal source book for carpenters and house builders in ante-bellum Rowan County and indeed the state[9].
    - *Association:* Nine generations of the Knox family have continuously resided in the farmhouse for a total of 168 years.

[8] [8] Amanda Craven (Knox) Burton, The Knox Farm of Rowan County, NC, Through the Family Lens

[9] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"

5. *Justification of the Boundaries* – The site plan illustrates the extent of the area to be designated.

V. Supporting Documentation

1. *Digital Photographs*

    1. North (Front) Elevation
    2. East Elevation
    3. West Elevation
    4. South Elevation

2. *Floor Plan*

    1. Floor plan circa 1856 - first and second floor
    2. Floor plan circa 2022 - first and second floor

3. *Site Plan*

    1. Site plan

4. *Maps*

    1. Tax Map

VI. Bibliography/ Source Citations

Ancestry.com (Various Knox Profiles and Census Data)

Brawley, James S., Rowan County, A Brief History (1974)

Brawley, James S., The Rowan Story 1753-1953: A Narrative History of Rowan County North Carolina (Rowan Printing Company, 1953)

Burton, Amanda Craven (Knox), The Knox Farm of Rowan County, NC, Through the Family Lens

Goodman, Hattie S., The Knox Family: A Genealogical and Biographical Sketch of the Descendants of John Knox of Rowan County, North Carolina and Other Knoxes, (Richmond: Whittet and Shepperson, 1905)

Hood, Davyd Foard, The Architecture of Rowan County, (1983 and revised in 2000)

David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District", February 7, 1983

Patricelli, Katherine, et al, The Heritage of Rowan County, North Carolina, Vol. I, (published by the Genealogical Society of Rowan County, 1991)

The State Historic Preservation Office, Div. of Archives and History, North Carolina Dept. of Cultural Resources, Handbook for Historic Preservation Commissions in North Carolina, 1994

North Carolina Department of Natural and Cultural Resources

State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

March 24, 2023

Aaron Poplin, Planner
Rowan County Historic Landmarks Commission
402. N. Main St.
Salisbury, NC 28144

RE: Proposed Designation of the **Knox Farmhouse, 915 Knox Rd., Cleveland, Rowan County.**

Dear Mr. Poplin:

Thank you for the report for the Knox Farmhouse, 915 Knox Rd., Cleveland, Rowan County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

According to the report, the Knox Farmhouse is of special local significance because it is a well preserved example of Greek Revival style and is one of the few remaining Antebellum wood framed houses in rural western Rowan County. It is also culturally significant as it is the farm seat of a farm that has been in continuous operation since the eighteenth century.

We commend staff and the commission for submitting a report that presents a concise history of the Knox Farmhouse as well as a good analysis of the building's original construction and subsequent sympathetic changes. We have shared recommendations with staff to perform a few minor changes to the report. With these changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the Knox Farmhouse possesses the requisite special local significance and integrity for local historic landmark designation.

Landmark designation means the community recognizes the property is worthy of preservation because of its special significance and integrity in the local community. Any substantial change in the design, materials, and appearance is subject to the design review procedures of the preservation commission. The owner may receive an annual deferral of fifty percent of the property taxes for as long as the property is designated and retains significance and integrity. (N.C.G.S. 105-278 *et seq*.).

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only and are not binding. Once the governing board has received a recommendation from the Rowan County

Historic Landmarks Commission and has proceeded in the same manner as would otherwise be required for an amendment to the zoning ordinance, the governing board may proceed with the designation decision. Once the designation decision has been made, please return the completed designation confirmation form, enclosed.

This letter serves as our comments on the proposed landmark designation of Knox Farmhouse, 915 Knox Rd., Cleveland, Rowan County. Please contact me at 919-814-6575 should you have any questions about our comments.

Sincerely,



Kristi Brantley
Local Preservation Commissions / CLG Coordinator

CC: Commission Chair

Enclosure



Knox Farmhouse Site Plan

Approximate
0.4 acres

1 inch = 40 feet

0 20 40
Feet

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

Case # **HLC** _____
Date Filed _____
Received By _____
Amount Paid _____
Office Use Only

HISTORIC LANDMARK DESIGNATION

OWNERSHIP INFORMATION:

Name: John Benjamin Knox
Signature: J. Benjamin Knox
Phone: 704 433 2119 Email: jbk1959@att.net
Address: 915 Knox Rd
Cleveland NC 27013

APPLICANT / AGENT INFORMATION:

Name: same as above
Signature: _____
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Name of Property: Historic Knox Home Place Tax Parcel: 279 012
Property Location: 915 Knox Rd. Cleveland NC 27013

DESIGNATION INFORMATION:

What is proposed for designation?
Home place and old corn crib and other sheds

How much land is proposed for designation? ~ 2.5 acres
Interior to be designated? YES ☐ NO ☐

The information contained herein this application is true and to the best of my knowledge.

1/19/22
Date

J. Ben Knox
Signature of Property Owner

Built around 1854-1855 by Robert Knox. Remodeled kitchen, bathroom, back porch, and 1 room upstairs

I do know of 1 photograph - probably around 1912 of grandmother + uncle Jim. There are others from the 40 - 2000's.

Robert Knox, to James Witherspoon Knox to Robert Howard Knox + my Aunt Wylie K Smith + Lois Knox to John B. Knox (me).

John Knox + Jean Gray (wife) came to US from Coleraine Ireland in 1740. Come down Pennsylvania wagon trail to NC around 1742-45 + settled at present location. Purchased from James Stewart (land related for Earl of Granville) May 23 1758 for 37 pounds 10 shillings. Deed Book Vol 2 page 328.

Home is in excellent condition, freshly painted. Put logs on west side of log corn crib to protect it from the weather.

Home + Farm is on the National Historic Register of Deeds Date April 1, 1983.

OFFICIAL USE ONLY

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 5/24/23
SUBJECT: Schedule public hearing for new road name

- Staff received two road name petitions to name a driveway that will provide access for three homes at the 400 block of Old Tulip Farm Rd. In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the June 19, 2023, County Commission meeting to consider and receive comment for the road name request.

- Schedule public hearing for June 19, 2023.

ATTACHMENTS:

Description	Upload Date	Type
memo	5/24/2023	Cover Memo
Parsley Petition	5/24/2023	Cover Memo
Lofty Pines Petition	5/24/2023	Cover Memo
GIS Map	5/24/2023	Cover Memo
Letter from Petitioner	5/24/2023	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Office of Planning and Development
402 N. Main St, Ste 204, Salisbury NC 28144
[p] 704-216-8588 | [f] 704-216-7986
www.rowancountync.gov/planning

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
RE: Road Name Change
DATE: Wednesday, May 24, 2023

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the June 19, 2023, County Commission meeting to consider and receive comment for the following road name request:

1. Currently Known As: **N/A**
   Proposed Names: ***Parsley Tr, or Lofty Pines Ln.***
   Location: driveway that connects to a private road Old Tulip Farm Road in the 400 block
   Property Owners: Caroline Tedorovici, Thomas Parsley Jr, Paul and Lisa Cogar.
   Reason for Change: 3 single family dwellings will share this driveway and therefore it must be named.

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

This petition must be completed for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram. FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:

1. Is duplicated elsewhere in the county (including a municipality) or sounds deceptively similar to an existing road name. This includes the use of homophones, e.g. bear and bare, pen and pin.
2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in conjunction with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO RETURNING PETITION.

First Choice: Parsley Trail
Second Choice: _____
Third Choice: _____

It is also important to remember that any or all addresses along the road may be changed during the naming process

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

☑ Assignment of a name to an unnamed road.

☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: WOODLEAF ROAD TO OLD TULIP FARM Rd. Current name of the road, if it has no name, write "no name" 1050 PARSLEY TRAIL. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of $150 is required prior to the petition being processed.

Petitioners:

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

Less than majority – All property owners along the road to be named will be notified by the APA of the proposed road name choice and that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners.

Lack of submittal – Failure to return a road naming petition within thirty (30) days to the APA shall indicate that property owners along the road are agreeing to use the name proposed by the APA. Final action will be taken by the board of commissioners.

All property owners will receive notification from the APA of the new road name and potentially their new address number after the board of commissioners' decision.

Petition leader:

One of the property owners must be the petition leader, they will be the person the APA will communicate with should there be any questions or clarifications needed, ***the petition leader should be the first signature below.*** The petition leader must own property along the proposed road. The petition leader should coordinate all of the property owners signatures and submit the completed petition to the Rowan County Planning and Development office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
Thomas J Parsley Jr.	THOMAS J. PARSLEY JR.	1050 PARSLEY TRL. SALISBURY NC. 28147	704-647-9709	317A048
Caroline P. Teodorovici	Caroline P. Teodorovici	830 Dunns Mtn Church Rd Salisbury NC 28146	(980)258-1672	317A059

Old Tulip Farm Rd.
PRIVATE R/W
-35' PRIVATE RIGHT OF WAY
PARCEL ID: 317A048
THOMAS JEFFERSON PARSLEY JR.
ANITA THEODORA PARSLEY
CO-TRS
Deed Book 1291
Deed Page 971
0.715
31,159 SQ FT
1
CAROLINE PARSLEY R
THEODOROVICI
317A059
30' PRIVATE R/W
PARSLEY TRL - PRIVATE R/W
Ex. SINGLE FAMILY Residence
GRAVEL DR
15+ed
PARCEL ID: 317A058
LISA MICHELE COGAR
Deed Book 1266
Deed PAGE 721
(see PLAT: 9995; PG. 8019)
HOUSE SINGLE FAMILY
GAR

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Return this completed petition form
Rowan County Planning and Develo
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603
Email: pamela.ealey@rowancount

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5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO RETURNING PETITION.

First Choice: Lofty Pines Lane
Second Choice: Sparrow Lane
Third Choice: Crossview Way

It is also important to remember that any or all addresses along t may be changed during the naming process

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan Cou
Commissioners to consider the following matter indicated by a check mark (✓) and described belov

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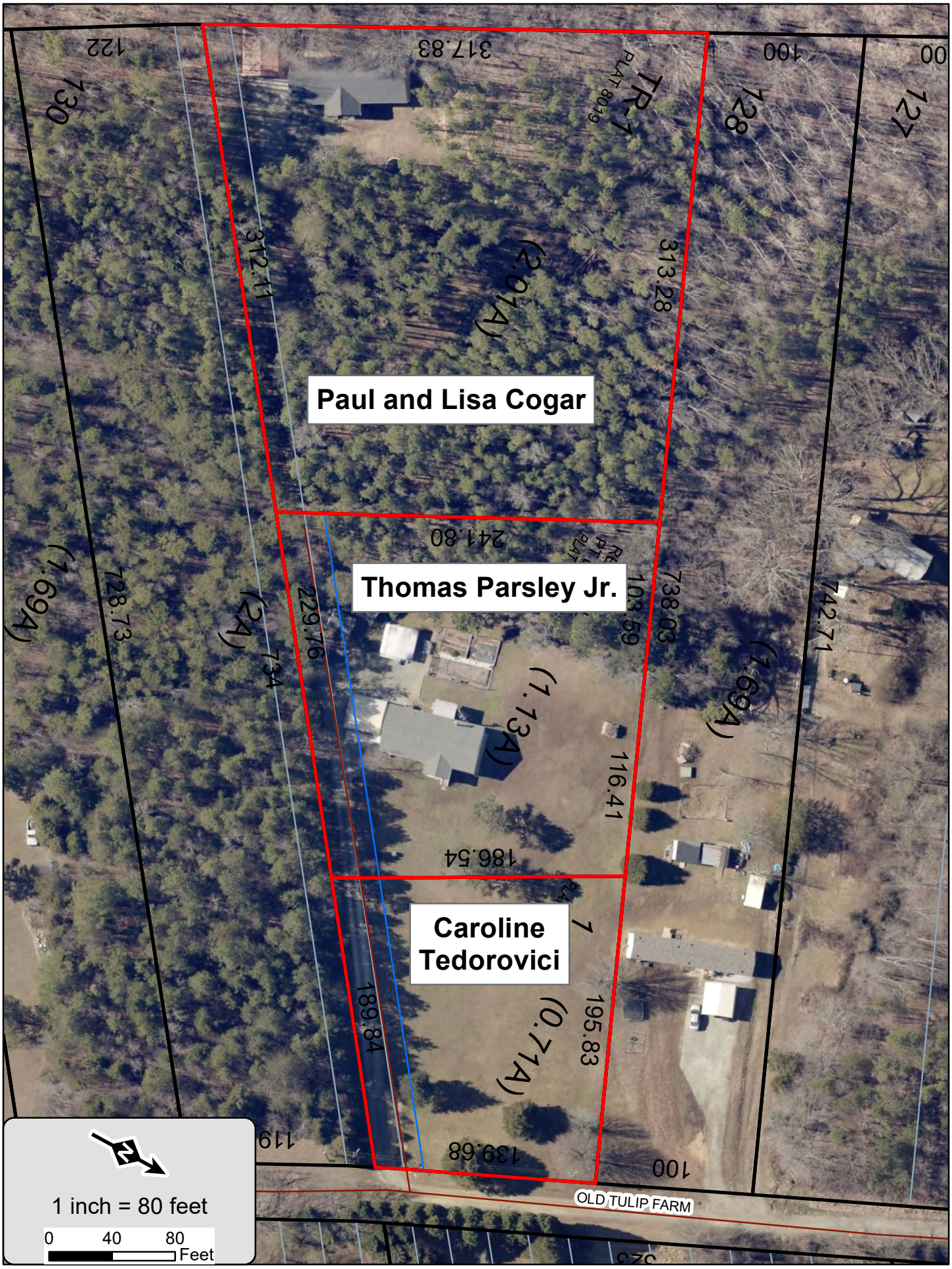
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The petition leader must own property along the proposed road. The petition leader should coordin
property owners signatures and submit the completed petition to the Rowan County Planning and D
office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#
Lisa M Cogar	Lisa M Cogar	251 Old Tulip Farm Rd. Salisbury NC 28147	704-267-3818	parcel ID 317A05
Paul Cogar	Paul J. Cogar	251 Old Tulip Farm Rd Salisbury NC 28147	304-591-2921 704-267-3818	parcel ID 317A05


Paul and Lisa Cogar
Thomas Parsley Jr.
Caroline Tedorovici
TR-7
PLAT 8019
317.83
312.11
313.28
(2.01A)
241.80
229.76
103.59
738.03
116.41
186.54
189.84
195.83
139.68
(0.71A)
(1.13A)
(7.69A)
(1.69A)
(2A)
728.73
734
742.71
OLD TULIP FARM
1 inch = 80 feet
0 40 80
Feet

Paul and Lisa Cogar
251 Old Tulip Farm Road
Salisbury, NC 28147
May 5, 2023

Rowan County Planning and Development and Rowan County Board of Commissioners
402 N Main Street
Salisbury, NC 28144

Dear Rowan County Planning and Development and Rowan County Board of Commissioners and Rowan County Board of Commisssioners:

As we were made aware, that back in March, the new road name, Parsley Trail was assigned incorrectly using the recorded subdivision plat, involving only ONE of the property owners. Efforts have been made to correct this situation per your guidance, using the road name petition process, intending to have all owners the opportunity to rename the road in collaboration together. The property owners were unable to come into agreement TOGETHER to rename the road using a neutral name (one not resembling a property owner's name or that was chosen by only one person without any other's input) we can all agree on, despite many attempts via phone calls, and in person meetings with all property owners, seeking cooperation from all parties. We have offered to make the change of address a smooth process by reimbursing any prior change of address fees paid thus far and any fees that are needed to move forward with a new name as well. We wanted to provide this information to you so that you are fully aware of the attempts made to follow the petition naming guidelines. At this point in time, since the property owners could not choose a NEW name TOGETHER, we feel that it is in everyone's best interest, for the Board of Commissioners to rename the road using a NEW NEUTRAL name to avoid any further conflict. Thank you all so much for your time, guidance, and consideration during this difficult process.

Paul and Lisa Cogar

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:	Sarah Pack, Clerk to the Board
DATE:	6/5/23
SUBJECT:	Cancel 7/3/23 Regular Commissioners Meeting

The Board is asked to approve cancellation of the July 3, 2023 Regular Commissioners Meeting scheduled for 3:00 p.m.

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: Doug Ray
DATE: 6/5/23
SUBJECT: Request to Use County Parking Lot for Classic Car Show

---

ATTACHMENTS:

Description	Upload Date	Type
Request Letter	5/30/2023	Cover Memo

Letter of Request

Doug Ray | 665 Young Road Salisbury, N.C. | 704-621-3160 | doug@spencercycle.com

5/25/2023

Rowan County Commissioners,

Thank you so much for your service and commitment to the residents of Rowan County.

I am writing to request the use of county property for a classic car cruise in/car show on Saturday August 19th, 2023. The property requested is the parking lot of the 402 Rowan County Building and the adjacent county owned parking lot located on Kerr Street.

Alcohol **will not** be allowed, and 1-2 food vendors may be added. Any applicable permits/requirements from Rowan County and City of Salisbury departments would be satisfied prior to the event taking place. This is a free event for classic car enthusiasts where owners park, socialize and show their classic vehicles.

Below is detailed operational information about the event.

Who's in charge: Doug Ray

Address: 665 Young Road Salisbury, N.C.

Contact Info: 704-621-3160

Date Requested: August 19th, 2023

Hours Requested: 12pm-8pm (actual event time would be 2pm-6pm. Hours requested allow for set up and cleanup of areas.)

Sincerely,

Doug Ray

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: Sarah Pack, Clerk to the Board
DATE: 6/5/23
SUBJECT: Agenda Addition - Interstate Roofing Change Order (Contract 23364)

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/6/2023	Cover Memo

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178
Fax 704-216-8166

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Don Bringle, Facilities Director

Re: Change Order for Interstate Roofing Company Inc.

Date: May 31, 2023

Rowan County worked with REI Engineers, Inc. and received proposals to replace the roof on the Facilities Services building. The BOC awarded the contract to Interstate Roofing, Inc. not to exceed $536,900.00; on October 17, 2022; Agenda Item L.

A change order has been requested for Contract 23364, a credit to owner for unused contingency/quantity allowance of $2,435.33 has been issued.

Recommendation:
Board of Commissioners to approve change order and authorize the County Manager to approve the contract change order reducing the total amount from $536,900.00 to $534,464.67.

CHANGE ORDER

PROJECT:	Facilities Warehouse Roof Replacement	NO.:	01
		DATE OF ISSUANCE:	3/22/2023
OWNER:	Rowan County	ENGINEER:	REI Engineers
CONTRACTOR:	Interstate Roofing Company, Inc.	REI PROJECT NO:	022CLT-152

THE CONTRACT IS CHANGED AS FOLLOWS:

Credit to Owner for unused contingency/quantity allowance $2,435.33

The original Contract Sum was	$536,900.00
The net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$536,900.00
The Contract Sum will be decreased by this Change Order in the amount of	$2,435.33
The new Contract Sum including this Change Order will be	$534,464.67

The Contract Time will be unchanged by 0 days.
The date of Substantial Completion as of the date of this Change Order therefore is 4/3/2023.

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

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

REI Engineers	Interstate Roofing Company, Inc.	Rowan County
Architect	Contractor	Owner
Paul Whitley	Jeff Taylor	Aaron Church
Printed Name	Printed Name	Printed Name
Signature	Signature	Signature
3/22/2023	3-23-23	
Reference Date	Date	Date

☐ Attachments:

Copies: ☒ Owner ☒ Engineer ☒ Contractor

REI ENGINEERS

	Amount		Retainage
Total	536,900.00	5%	26,845.00
	Breakdown		
SCIF	448,300.00	5%	22,415.00
ARPA	88,600.00	5%	4,430.00

Bevis, Lisa F

From: Bumgarner, Anna R
Sent: Friday, March 24, 2023 4:54 PM
To: Bevis, Lisa F
Subject: Fwd: [External] Rowan Facilities - Allowance Authorization / Change Order
Attachments: 022CLT-152 Allowance Authorization No. 01 - Partial Signature.pdf; 022CLT-152 Change Order No. 01 - Partial Signature.pdf

FYI

Get Outlook for iOS

From: Bringle, Don E <Don.Bringle@rowancountync.gov>
Sent: Friday, March 24, 2023 11:32:29 AM
To: Church, Aaron <Aaron.Church@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Hobbs, Joni H <Joni.Hobbs@rowancountync.gov>
Subject: FW: [External] Rowan Facilities - Allowance Authorization / Change Order

Aaron attached is payment for facilities roof, where we had to use a large portion of the contingency allowance to repair holes that were found in the metal decking when install was taken place. I believe that you can sign this for payment, however Change Order #1 is for final wrap up on roof where we are getting the credit of $2,435.33 of unused contingency money and will have to be put on BOC consent agenda for approval.
Let me know your thoughts and I will proceed.
Don

From: Paul Whitley <pwhitley@reiengineers.com>
Sent: Friday, March 24, 2023 11:22 AM
To: Bringle, Don E <Don.Bringle@rowancountync.gov>
Subject: RE: [External] Rowan Facilities - Allowance Authorization / Change Order

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

Don,

Please see the attached with revised signature line.

ALLOWANCE AUTHORIZATION

PROJECT:	Facilities Warehouse Roof Replacement	NO.:	01
		DATE OF ISSUANCE:	3/21/2023
OWNER:	Rowan County	ENGINEER:	REI Engineers
CONTRACTOR:	Interstate Roofing Company, Inc.	REI PROJECT NO:	022CLT-152

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

Contingency Allowance $20,000.00
Unit Price Quantity Allowances Total..... $15,150.00
Total Allowance Balance..... $35,150.00

Install cover board over deteriorated lightweight concrete deck on Area D..... $19,240.00
Material cost increases..... $8,889.56
Unit Price 02: Replace 10 SF Steel Plate..... $800.00
Unit Price 04: Replace 367 SF 5/8" Gypsum Replacement..... $534.00
Unit Price 05: Replace 30.67 BF Insulation Replacement..... $69.01
Replace 99 SF of metal decking at $19.25 per SF..... $1,905.75
Install 127.5 SF of metal at edge over gap at $10.05..... $1,276.35
Total Allowance Used..... $32,714.67

This is not a change order and does not increase or decrease the contract amount.	
Original Allowance	$35,150.00
Allowance Expenditures prior to this Authorization	$0.00
Allowance Balance prior to this Authorization	$35,150.00
Allowance will be decreased by this Authorization	$32,714.67
New Allowance Balance	$2,435.33

ENGINEER APPROVAL:

REI Engineers
Engineer

3/22/23
By: Paul Whitley Date

OWNER APPROVAL:

Rowan County
Owner

By: Aaron Church Date

CONTRACTOR ACCEPTANCE:

Interstate Roofing Company, Inc.
Contractor

3-22-23
By: Jeff Taylor Date

☒ Attachments:

Copies: ☒ Owner ☒ Engineer ☒ Contractor

REI ENGINEERS

Paul Whitley

From: Jeff Taylor <jtaylor@interstateroofingco.com>
Sent: Monday, March 20, 2023 12:36 PM
To: Paul Whitley
Cc: Mandy Collver
Subject: RE: [External] Rowan County

Paul,

We are getting wrapped up, I need to figure out the billing. Here is the Breakdown and so I need to know how to invoice it on the AIA.

Installing Densdeck on section D- $19,240.00

Material cost increases
- Sentinal 150 HFB- increase of $6,800.00
- Duotack SPF- increase of $1,508.00
- Sub Total: $8,308.00
- Tax: 7%- 581.56
- Total- $8,889.56

Unit Costs-
- 10 SF of steel plate at $80.00 SF- $800.00
- 127.5 SF of Metal at $10.05- $1,276.35

Section C-
- 99 SF of metal decking at $19.25 per SF- $1,905.75
- 30.67 BF at $2.25 - $69.01
- 367 SF of deteriorated type X at $2.00- $534.00

Total for all unit cost- $4,585.11

Total of all items- $32,714.67

In contract (Contingency plus Unit cost)- $35,150.00

How do you want me to break it up on the AIA form?

Thanks,
Jeff Taylor
Mobile: 704-201-1495
Jtaylor@interstateroofingco.com

INTERSTATE ROOFING
SINCE 1930

From: Jeff Taylor
Sent: Tuesday, March 7, 2023 8:13 AM
To: 'Paul Whitley' <pwhitley@reiengineers.com>
Cc: 'jwebster@reiengineers.com' <jwebster@reiengineers.com>
Subject: RE: Rowan County

Paul,

Let me know how the pull test results were yesterday and if you think we can proceed. Sorry to keep bugging you.

Thanks,
Jeff Taylor
Mobile: 704-201-1495
Jtaylor@interstateroofingco.com

INTERSTATE ROOFING

From: Jeff Taylor
Sent: Monday, March 6, 2023 11:47 AM
To: 'Paul Whitley' <pwhitley@reiengineers.com>
Cc: 'jwebster@reiengineers.com' <jwebster@reiengineers.com>
Subject: Rowan County

Paul,

We are thinking the best scenario to deal with the deck is to MA ¼" densdeck into the metal panels like the rest of the roof. This will keep it consistent throughout all sections and will bridge the small holes, and areas in the existing light weight deck. Soprema is on board. As far as the money. It looks like we have spent around $5,000 on unit cost and the material price increase is around $9,000.00. So that brings the total to date to roughly $14,000.00. The total allowance and unit cost in the contract is $35,150.00. This is the last section to be roofed.

With labor and materials we are proposing $19,240.00 to cover the existing light weight with ¼" densdeck and #14 fasteners. Fastening pattern would be 8/16/32.

So we could do this but there is not much contingency left over. The good news is we can proceed ASAP. We just need to get a pull test done to verify it meets the requirements. Assuming you can help with that part to speed it up. We are also just covering it with a tarp tonight. If this remains open for long we will have to cover with a better and more expensive temporary solution.

Thanks,
Jeff Taylor
Mobile: 704-201-1495
Jtaylor@interstateroofingco.com

INTERSTATE ROOFING

Paul Whitley

From: Paul Whitley
Sent: Tuesday, March 7, 2023 9:26 AM
To: Jeff Taylor
Cc: Jeremiah Webster; Chris V. Felker; David Honeycutt
Subject: Re: [External] Rowan County

Jeff,

Pull tests numbers appear to be as follows. Check with Soprema for fastener pattern based on these pulls. I would recommend additional pulls throughout the roof area as tear off proceeds.

Chris please review the attached numbers based off the photos on Fieldwire from the pull tests yesterday.

#1 - 324
#2 - 2465
#3 - 305
#4 - 383
#5 - 670
#6 - 541
#7 - 207
#8 - 385
#9 - 363
#10 - 318
#11 - 324

Paul Whitley
Project Manager
REI Engineers, Inc.
C 704.458.1001

Sent from my iPhone

> On Mar 7, 2023, at 7:12 AM, Jeff Taylor <jtaylor@interstateroofingco.com> wrote:
>
> Paul,
>
> Let me know how the pull test results were yesterday and if you think we can proceed. Sorry to keep bugging you.
>
> Thanks,
> Jeff Taylor
> Mobile: 704-201-1495
> Jtaylor@interstateroofingco.com
> <image003.jpg>

From: Jeff Taylor
Sent: Monday, March 6, 2023 11:47 AM
To: 'Paul Whitley' <pwhitley@reiengineers.com>
Cc: 'jwebster@reiengineers.com' <jwebster@reiengineers.com>
Subject: Rowan County

Paul,

We are thinking the best scenario to deal with the deck is to MA ¼" densdeck into the metal panels like the rest of the roof. This will keep it consistent throughout all sections and will bridge the small holes, and areas in the existing light weight deck. Soprema is on board. As far as the money. It looks like we have spent around $5,000 on unit cost and the material price increase is around $9,000.00. So that brings the total to date to roughly $14,000.00. The total allowance and unit cost in the contract is $35,150.00. This is the last section to be roofed.

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Thanks,
Jeff Taylor
Mobile: 704-201-1495
Jtaylor@interstateroofingco.com

SECTION 00 43 27

MATERIAL PRICE BREAKDOWN FORM

FOR ROWAN COUNTY AND REI ENGINEERS CONTRACT ADMINISTRATION PURPOSES ONLY – NOT TO BE INCLUDED IN PUBLIC BID TABULATION

Section No.	Material	Quantity Included in Bid	Unit Cost (S)	Units	Sales Tax	Freight Fees or Service Charges	Total Cost
07 22 16	2" ISO	37	$110.60	SQ	$260.56		$3,982.76
	Tapered Package	1	$40,900.00	EA	$2,863.00		$43,763.00
	1/4" Gypsum	350	$82.00	SQ	$2,009.00		$30,709.00
	Duotack 365	62	$219.00	EA	$950.46		$14,528.46
07 26 13	Elastocol Stick	15	$149.00	EA	$156.45		$2,391.45
	Sopravap r	21	$373.00	EA	$548.31		$8,381.31
07 54 00	Sentinal 150 HFB	40,000	$1.65	SQFT	$4,620.00		$70,620.00
	Sentinal 150	1200	$1.47	SQFT	$123.48		$1,887.48
	Sentinal S Adhesive	10	$263.00	EA	$184.10		$2,814.10
	Duotack SPF	13	$1,282.00	EA	$1,166.62		$17,832.62

Section No.	Material	Quantity Included in Bid	Unit Cost (S)	Units	Sales Tax	Freight Fees or Service Charges	Total Cost

Section No.	Material	Quantity Included in Bid	Unit Cost (S)	Units	Sales Tax	Freight Fees or Service Charges	Total Cost

END OF SECTION 00 43 27

INVOICE

Roofers Supply of Greenville, Inc.

PO Box 8619, Greenville, SC 29604
(864) 299-0055 FAX (864) 277-2609

infolder

BILL TO: INTERSTATE RFING CO., INC**(C)
PO BOX 240513
**dj@interstateroofingco.com
CHARLOTTE NC 28224

SHIP TO: ROWAN CO. FACILITIES SERVICES
C/O INTERSTATE ROOFING
425 AIRPORT ROAD
SALISBURY NC 28147

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	ORDER DATE	CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	TERMS	SALESPERSON
263927	02/14/23	233523	10/17/22	138200	ROWAN CO	2% 45 DAYS, N46 BESTWAY	65

UNITS	U/M	ITEM / DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		***** DROP SHIPMENT *****			
JOB# ROWAN CO		ROWAN CO FACILITIES			
3	EA	SOPVC LOC 003 SOPREMA 60 MIL PVC 10' X 100' #P302 - 10/PLT		1470.000	4,410.00
46	RL	SOPVC60HFB LOC 003 SOPREMA P150 60MIL HFB 10'X80' #P304 - 10/PLT		1455.000	66,930.00
26	SET	SOIASPF LOC 003 SOPREMA DUOTACK SPF #A904 - 12 KITS/PLT UN3500, C 2.2, CHEM-PRESSURE		1398.000	36,348.00
14	EA	SOE600 LOC 003 ELASTOCOL STICK/600 PRIMER #D38745 - 5 GAL - 36/PLT UN1133,CLASS 3, PGII-ADHESIVE		149.000	2,086.00
22	EA	SOSV LOC 003 SOPRA VAP'R- 4.8 SQ RLS-#14201 25/PLT		373.000	8,206.00
12	RL	SOPVCS6 LOC 003 60 MIL PVC 6"X100' STRIPPING #P308		83.000	996.00
10	PL	SOPVCBA LOC 003 SOPREMA PVC BONDING ADHESIVE #A101 - 5 GAL - 45/PLT UN 1133, C 3, PG II, ADHESIVE		263.000	2,630.00
		(Continued on Page 2)			

This order will be sold subject to the terms and conditions stated in the Roofers Supply of Greenville, Inc. Sales Policy (on back)

INVOICE

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UNITS	U/M	ITEM / DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		****** DROP SHIPMENT ***** (Page 2)			
24	EA	SOPVCCE LOC 003 SOPREMA PVC CUT EDGE SEALANT #A-201 - 12/CTN IN1133, C 3, PG III-ADHESIVE		15.410	369.84
2	EA	SOPVCWP LOC 003 SOPREMA PVC WALKPAD 30"X50' #P900 - 16/PLT		594.000	1,188.00
12	EA	SOPVCUS LOC 003 SENTINEL UNIVERSAL SEALANT #A-202 - 12/CTN		11.000	132.00
4	CTN	SOPVCTJ LOC 003 SOPREMA PVC TJOINT PATCHES #P506 - 100/CTN		150.000	600.00
2	CTN	SOPVCCU LOC 003 SOPREMA PVC UNIVERSAL CORNERS #P503 - 20/CTN		243.000	486.00
10	EA	SOPVCPB LOC 003 SOPREMA PVC PIPE BOOT 1"-6" #P611 - 10/CTN		70.000	700.00
1.5	M	SOF147 LOC 003 #14 SOPRAFIX SCREWS 7" #F146 / #F1021 - 500/CTN		393.000	589.50
7	M	SOF143 LOC 003 #14 SOPRAFIX SCREWS 3"		137.000	959.00
		(Continued on Page 3)			

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263927	02/14/23	233523	10/17/22	138200	ROWAN CO	2% 45 DAYS, N46 BESTWAY	65

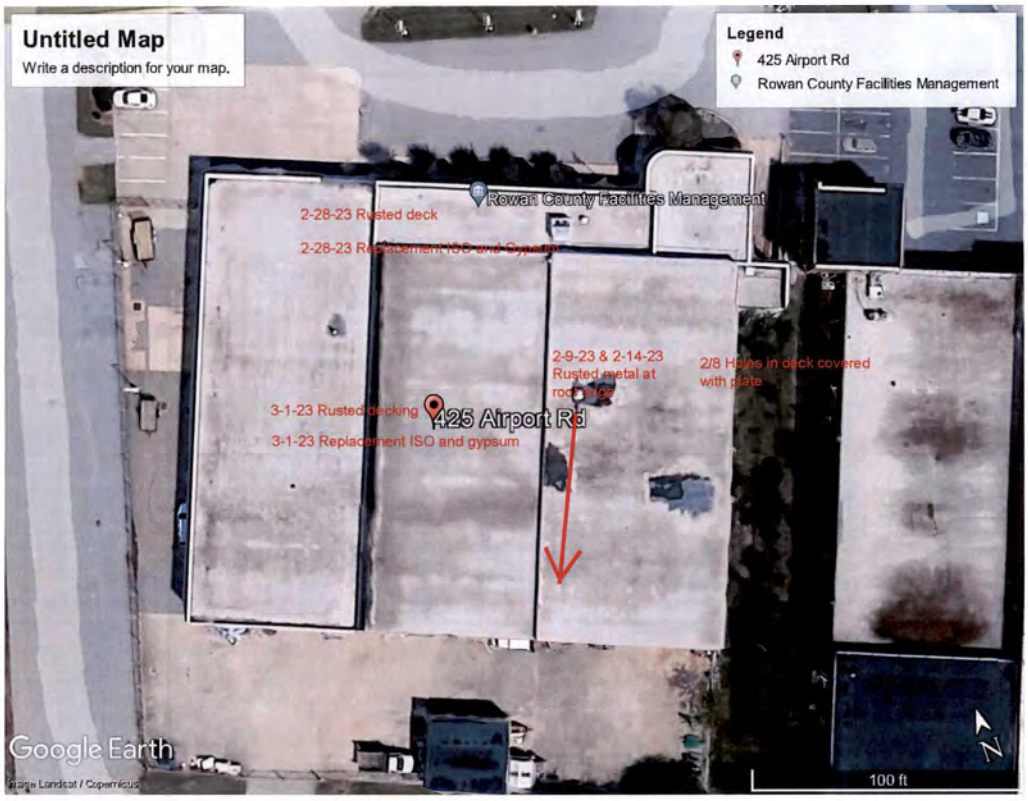
UNITS	U/M	ITEM / DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		****** DROP SHIPMENT ***** (Page 3)			
		#F142 / #F1015 - 1M CTN			
.5	M	SOF157 LOC 003 #15 SOPREMA 7" SCREWS #F1032 / #F156 - 500 CTN		496.100	248.05
.25	M	SOF159 LOC 003 #15 SOPREMA 9" SCREWS #F1034 / #F157A		713.000	178.25
1	M	SOF155 LOC 003 #15 SOPREMA 5" SCREWS #F1030 / #F154 - 1M CTN		282.000	282.00
1	EA	FRT LOC 003 FREIGHT		875.000	875.00
		Subtotal			128,213.64
		Tax #: 0345003 Total Due On 04/01/23 Pay 125649.37 if pd by 03/31/23			128,213.64

TS.

= 127,338.64

ALL WARRANTIES ARE MANUFACTURER'S ONLY*** WE OFFER NO WARRANTY, EXPRESSED OR IMPLIED

This order will be sold subject to the terms and conditions stated in the Roofers Supply of Greenville, Inc. Sales Policy (on back)

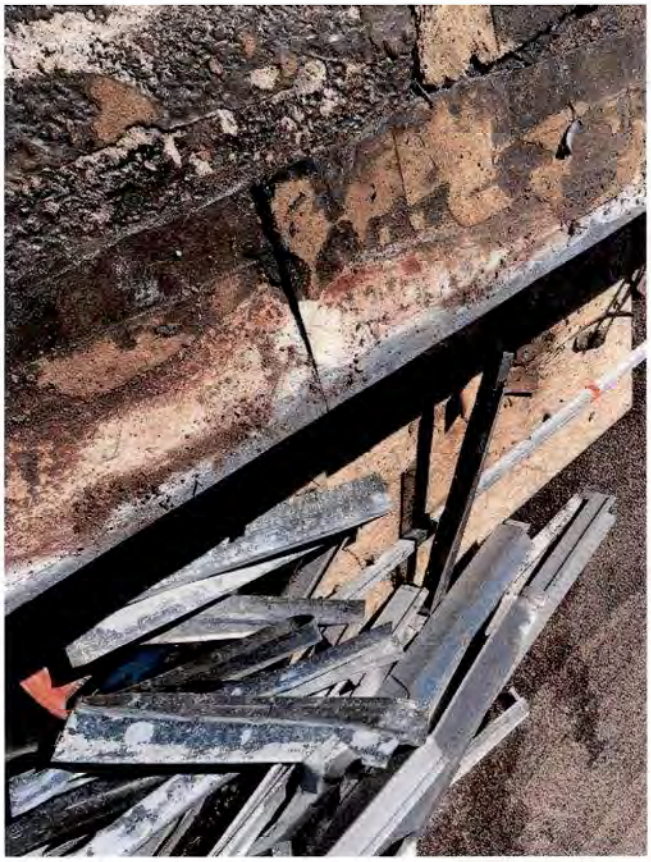

Untitled Map
Write a description for your map.
Legend
425 Airport Rd
Rowan County Facilities Management
Rowan County Facilities Management
2-28-23 Rusted deck
2-28-23 Replacement ISO and Gypsum
2-9-23 & 2-14-23
Rusted metal at
roof edge
2/8 Holes in deck covered
with plate
3-1-23 Rusted decking
425 Airport Rd
3-1-23 Replacement ISO and gypsum
Google Earth
Image Landsat / Copernicus
N
100 ft





















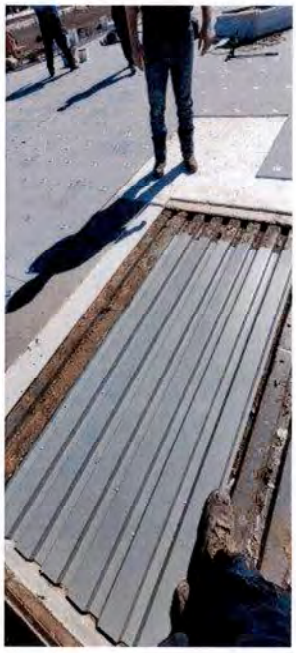




















ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 6/5/23
SUBJECT: Agenda Addition - Piedmont Pharmaceutical Change Order and Sole Source

---

ATTACHMENTS:

Description	Upload Date	Type
Packet	6/6/2023	Cover Memo

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178
Fax 704-216-8166

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Kelly Natoli, HR Director

Re: Change Order & Sole-Source for Piedmont Pharmaceutical

Date: May 31, 2023

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Human Recourses (HR) uses Piedmont Pharmaceutical Care Network, LLC. for the Self-Management programs (HealthMapRx) which includes Diabetes, Cardiovascular Diseases, Asthma and Depression. The original contract was bid out by the County's Broker, Mark III, per NC Statutes. Contract awarded on 3/7/2018; currently at the five-year maximum the County request approval to the amendment to the original contract to extend terms and to include the Medical Weight Management program to the amended contract.

Not to exceed $129,402.00 annually, The Program will commence on the implementation date of this agreement for a period of five years ending on June 30, 2028. This agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party at any time during the duration of the agreement.

Current Diabetes Enrollment: 78
Monthly Price: $85.75
Annual Cost: $80,262

Medical Weight Management Projected Enrollment: 39
Monthly Cost: $105.00
Annual Cost: $49,140

Attached are the original contract, the Medical Weight Management agreement, and an amended contract to cover all programs utilized under Piedmont Pharmaceutical.

Recommendation:
Board of Commissioners authorize the Sole-Source of Piedmont Pharmaceutical under Standardization and compatibility. And authorize County Manager to approve an annual agreement with Piedmont Pharmaceutical Care Network, LLC., Not to exceed $129,402.00 annually.

Piedmont Pharmaceutical Care Network, LLC

Chronic Care Management Services Agreement

This Agreement ("Agreement") dated and made effective this **1st day of July 2023**, by and between the **Rowan County Government** (the "Employer") and **Piedmont Pharmaceutical Care Network, LLC** ("PPCN"). (Either the Employer or PPCN may be referred to herein as a ("Party") and collectively as the ("Parties").

W I T N E S S E T H:

WHEREAS Piedmont Pharmaceutical Care Network, LLC ("PPCN") has developed Patient—Self Management programs (**HealthMapRx™**) for certain chronic health conditions, including Diabetes, Cardiovascular Diseases (Pre-Diabetes, Hypertension, Hyperlipidemia), Asthma, Depression, and Medical Weight Management ("Conditions"); and PPCN has experience delivering these programs through its network of pharmacists ("Pharmacist Providers" or "Providers") and other health care professionals to members of the Employer's health plan ("Participants") for purposes of reducing health risks and cost of preventable complications associated with these Conditions; and

WHEREAS, the Employer is interested in having certain of its eligible employees, retirees and dependents who have one or more of these Conditions participate in the Program for the reasons set out herein; and

WHEREAS, the Employer desires to engage PPCN to make such programs available to eligible employees, retirees and dependents participating in its health plan; The Parties therefore agree as follows:

PPCN will implement and maintain oversight of its proprietary **HealthMapRx™** programming on behalf of Employer for eligible members of its health plan subject to the following understandings, terms, and conditions:

I. Program Purpose and Goals

The purpose of the program is to reduce the incidence and cost of preventable complications for participants with Targeted Conditions. Participants will receive personalized health mentoring on a regular basis, which will emphasize:

A. Initial assessment of health status, knowledge, self-management skills.
B. Individualized care planning focused on health risk priorities and improvement of participant knowledge and self-care skills.
C. Optimization of drug therapy, including adherence.
D. Communication and coordination with participant's medical provider(s).
E. Establishment of personal goals relevant to individual health risk priorities.
F. Motivation and support for achievement of goals and healthier lifestyle.
G. Care Coordination – Identification and management of "care gaps" vs. established standards.
H. Addressing considerations such as nutrition, exercise, and life-style improvements, as appropriate.
I. Accountability for participants and Pharmacist Providers in adhering to program requirements.

II. PPCN Responsibilities

A. Designate a coordinator to communicate with the Employer's representative.
B. Advise and assist Employer with promotion and enrollment of plan members eligible for participation in the programs offered.
C. Provide employer with a monthly report that includes active and inactive participants to ensure that Program participants are enrolled under the health plan benefits.

D. Establish and maintain a network of qualified Pharmacist Providers and other health care provider professionals who will assist Participants in more effectively managing their Targeted Condition(s).
E. Provide a secure, web-based, HIPAA compliant care management technology platform and data repository to be used by Providers to document care, relevant participant data, and care management activities per Program protocols.
F. Monitor and manage compliance with Program requirements for both Participants and Providers.
G. Provide statistical and general reporting relevant for evaluation of program performance to Employer at mutually agreeable intervals.
H. Provide financial impact reporting based on analysis of Employer's health plan claims cost annually.
I. Assume complete oversight and administration of program delivery, including assignment of Participants to qualified Pharmacist Providers who will meet with them in private on a quarterly basis following their initial three appointments, the first occurring within 30 days of enrollment and the next two 30 to 45 days apart. Such sessions will be conducted per PPCN's proprietary, condition-specific protocols to specifically include:
    1. Consulting with Participants and their physicians through professional dialogue for purposes of tailoring drug therapy to promote optimum benefit.
    2. Providing condition specific Self-Management education, skills assessment and training.
    3. Provide initial and ongoing identification and prioritization of health risk issues needing attention.
    4. Provide guidance and support in setting and achieving goals for reducing health risks and establishing overall healthier behaviors
    5. Documentation of required clinically relevant data for purposes of tracking and reporting.

III. Employer Responsibilities

The Employer agrees to:

A. Promote the Program to its eligible health plan members (e. g., hold voluntary orientation meetings for eligible employees, retirees and dependents to explain the program).
B. Cooperate in establishing a process to enroll Participants in the Program.
C. Cooperate with PPCN in establishing and maintaining a process for ensuring that Program participants are enrolled in Employer's health plan. Sponsor voluntary diagnostic screenings for eligible employees and dependents (recommended but optional).
D. Provide incentives to enrolled Participants (i.e., Provide reduced or waived co-payments for certain medications and supplies processed through the Employer's Third-Party Administrator (TPA) or Pharmacy Benefits Manager (PBM) claim system).
E. Facilitate availability of medical and pharmacy claims data as needed for PPCN to monitor and report financial performance of the Program.
F. Appoint a representative who will serve as the primary contact person between the Employer and PPCN.

IV. Chronic Care Conditions Targeted for Programming

- Diabetes (1-2 Chronic Care fee: $85.75).
- Medical Weight Management (Fee: $105.00).

PPCN also offers programs for Cardiovascular (hypertension, hyperlipidemia), Behavioral Health (depression, anxiety and related disorders) and Asthma. Any of these programs may be implemented by agreement of both parties at any time during the contract.

V. Fees and Terms

Monthly Fees: Pricing is based upon a monthly fee per participant (PMPM):

	1-2 Chronic Care Programs	3-4 Chronic Care Programs
Base Price	$75.00	$80.00
Incentive Cost ($250/year plus admin fee)	$10.75	$10.75
Total	$85.75	$107.00

Medical Weight Management: Pricing is based upon a monthly fee per participant (PMPM):

Base Price	$85.00
Bluetooth® Scale Technology w/ Remote Monitoring	$9.00
Incentive Cost ($120/year plus admin fee)	$11.00
Total	$105.00

- Amounts due for any given month will be calculated based on the number of participants enrolled on the last day of the prior month.
- Incentive costs can change if the employer decides to change the amount during the duration of the contract and a new participant per month will be calculated.
- Invoices for amounts so calculated will be prepared on or about the first day of each month and will be due upon receipt, payable within 30 days. Finance charges will be added to past due amounts at an interest rate of 1.5% per month.

VI. Program Time Frame

The Program will commence on the implementation date of this agreement for a period of five years ending on June 30, 2028. This agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party at any time during the duration of the agreement.

VII. Insurance and Indemnification

A. Indemnification by PPCN.

PPCN shall indemnify, defend and hold harmless the Employer, its Affiliates and their respective present and former directors, officers, shareholders, agents, attorneys, representatives and employees from and against any and all Claims arising or resulting from: (a) any breach, violation or noncompliance of or with any term of this Agreement by PPCN; (b) any breach or violation of applicable Law by PPCN; or (c) any negligent or wrongful act or omission on the part of PPCN, except to the extent that such Claim arises from the negligence or willful misconduct of the Employer.

B. Indemnification by the Employer.

To the extent permitted by and consistent with North Carolina law, the Employer will indemnify and hold harmless PPCN from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of Employer's willful or negligent act(s) arising out of the performance of this agreement herein above described, or by reason of any act or omission on the part of Employer's officers, agents, or employees. The parties agree that nothing in this Agreement constitutes a waiver of sovereign/governmental immunity, and that the Employer's obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to Employer's self-insured claim policies and state law.

C. Indemnification Procedures.

Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, any person or entity intending to claim indemnification hereunder (an "Indemnitee") shall give written notice of such matter to the party hereunder from whom indemnification is sought (the "Indemnitor"). The Indemnitor shall diligently defend any such action, claim or liability, and subject to the Indemnitor's compliance with its indemnification obligations, the Indemnitee shall, at the Indemnitor's expense, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any Claim covered by this Agreement. The Indemnitor shall oversee and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnitor shall promptly notify the Indemnitee of all developments in the matter. In no event shall the Indemnitee compromise or settle any such matter without the prior consent of the Indemnitor, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the Indemnitor fails to promptly act to protect the interests of the Indemnitee after having been notified of Claim, the Indemnitee may, at Indemnitor's expense, act in its own defense.

D. Insurance.

PPCN will require that each Pharmacist Provider, or his or her employer, maintain professional liability insurance with a company or companies acceptable to the Employer in the amount of $1,000,000 for each occurrence, and $3,000,000 in the aggregate.

Additionally, PPCN will carry and maintain at its own expense during the entire term of this Agreement the following insurance coverages with a company or companies acceptable to the Employer:

1. Worker's Compensation. PPCN will carry: (i) a program of workers' compensation insurance in an amount and form which meets all applicable statutory requirements, and which specifically covers all PPCN employees who provide services by or on behalf of PPCN and (ii) employers' liability insurance in an amount of the lesser of underlying limits required by the primary or lead umbrella insurer or One Million Dollars ($1,000,000).
2. Commercial General Liability Insurance. PPCN will carry Commercial General Liability insurance on an occurrence form, including Products Liability (including completed-operations coverage), coverage for contractual liability, personal and advertising injury in an amount of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.
3. Errors and Omissions Liability Insurance or Professional Liability Insurance. Errors and Omissions Liability Insurance or Professional Liability Insurance shall (a) insure the liability of PPCN by reason of any actual or alleged error, omission, negligent act or wrongful act of PPCN committed in rendering or failing to render any products or services in accordance with this Agreement; (b)

provide limits of not less than One Million Dollars ($1,000,000) per occurrence/Thee Million ($3,000,000) annual aggregate

4. Network Security & Privacy Insurance (Cyber): Such insurance shall insure (a) the liabilities caused by privacy or a breach of privacy regulations, including unauthorized disclosure of private health information, unauthorized access, or failure to protect a network security breach; (b) costs of Employer defending itself against regulatory actions by PPCN; and (c) Employer's costs of complying with data protection legislation, including notification to individuals whose personal information may have been compromised. PPCN shall maintain Network Security and Privacy liability limits of not less than One Million Dollars ($1,000,000) each claim/annual aggregate.
5. Umbrella Liability. PPCN will carry Umbrella Liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate.

VIII. Ownership

Under the terms of this Agreement:

A. PPCN, LLC, as the developer of the Program, is the sole owner of the Program.
B. All standardized material developed and/or produced by PPCN, LLC for the Program (whether finished or unfinished) become, and thereafter, are the property of PPCN, LLC, but may be used under this Agreement by the Employer, the Pharmacist Participants, and the Participants.
C. Only materials developed for internal use by the Employer for the implementation (finished or unfinished) become, and thereafter, are the property of the Employer.

IX. Non-Disclosure of Information

Under the terms of this Agreement:

A. Both Parties recognize, acknowledge and agree that each Party's trade secrets, and proprietary information and processes are and shall be kept the valuable, special, private, unique, and confidential assets of each Party. Both Parties agree to continue to treat as private and confidential all information, secrets, and processes and agree not to disclose, during or after the term of this Agreement, in whole or in part, such secrets, information, or processes to any person, firm, corporation, association, or other entity for any reason or purposes whatsoever, nor shall either Party make use of any such property for its purposes or for the benefit of any person, firm, corporation or other entity under any circumstances during or after the term of this Agreement. Both Parties recognize, acknowledge and agree that individual patient records and other such sensitive material will be treated with confidentiality to protect the individual patients' rights under current federal law and guidelines relating to patient medical record confidentiality.
B. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that Employer is a public agency subject to the Public Records laws of the State of North Carolina. However, Employer will not disclose any information received from the PPCN that meets all of the criteria of G.S. 132-1.2(1) and G.S. 66-152 regarding "trade secrets". PPCN will comply with the provisions of those statutes with regard to any information that the PPCN considers to be a "trade secret". In the event Employer is subject to a legal challenge concerning the exclusion of PPCN's "trade secrets" from public disclosure, PPCN will indemnify and hold harmless Employer for all costs associated with protecting PPCN's "trade secrets" from public disclosure, including legal fees.

X. Miscellaneous

A. Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by either Party without the prior written consent of the other, which may be withheld at the sole discretion of a Party.

B. Notwithstanding any other term in the Agreement to the contrary, except where otherwise allowed or required by law, (i) the parties shall not disclose any Participant identifiable health care information, including without limitation the name, address, social security number, medical record number, or any other information sufficient to identify a specific Participant without his or her prior written consent, and (ii) the parties will comply with all applicable federal and state laws, rules; and regulations regarding the privacy of personal health and other information of all Participants.

C. The relationship of the parties to this Agreement is that of an independent PPCN. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

D. This Agreement shall be governed according to the laws of North Carolina.

E. Both parties agree to comply with all federal, state and local laws as it relates to the performance of this Agreement.

XI. Law

This Agreement shall be governed by and shall be construed in accordance with the Laws of the State of North Carolina.

XII. Notices

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular and certified mail or overnight delivery, to the respective parties at the address set forth below:

Piedmont Pharmaceutical Care Network, LLC

2006 N. Church St.

Greensboro, North Carolina 27405

Attn: Jason Moss, Director of Finance

Rowan County Government

Street Address: _____

City/ State/ Zip Code: _____

Attn: _____

XIII. Terms and Conditions

This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

XIV. Relationship of Parties

The relationship of the parties to this Agreement is that of an independent PPCN. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

XV. Americans with Disabilities Act

The Vendor further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has amended and supplemented.

XVI. E-VERIFY

As a condition of payment for services rendered under this agreement, PPCN shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if PPCN provides the services to the City utilizing a subcontractor, PPCN shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well.

XVII. IRAN DIVESTMENT ACT

PPCN certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or PPCN to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

XIX. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The vendor or PPCN certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of PPCN to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

XX. COMPLIANCE WITH ALL LAWS.

PPCN warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.); the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

XXI. NONDISCRIMINATION

PPCN shall not discriminate against or deny the Contract's benefits to any person on the basis of: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local state or federal law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals and the day and year first written above.

ROWAN COUNTY GOVERNMENT

By: _____

Print: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print: _____

Title: _____

Date: _____

PIEDMONT PHARMACEUTICAL CARE NETWORK

By: _____
RONALD DEVIZIA
VICE PRESIDENT OF BUSINESS DEVELOPMENT

Date: _____

Holshouser, Debbie G..

From: Ronald DeVizia <ron.devizia@emailmm.com>
Sent: Wednesday, March 15, 2023 12:37 PM
To: Natoli, Kelly D; Holshouser, Debbie G..; Bumgarner, Anna R; Ruggles, Rachel L
Cc: Tracy McCarty; Mark Browder
Subject: Rowan County Medical Weight Management Contract Amendment
Attachments: Rowan County_PPCN_Amendment to the Service Agreement_Medical Weight Management_03523.pdf; Medical Weight Management Proposal_Rowan County_122922 (3).pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Rowan County,

Attached is the amendment to the original patient management services agreement.

The original has an automatic renewal and this amendment ultimately adds the service to the original agreement.

The link below has the original agreement:

https://ppcn.sharefile.com/d-sf29122a29c814896a3cf5d0fbb861da0

The amendment contains (2-pages attached):
ARTICLE I: NATURE OF SERVICE AND PROGRAM DESIGN
ARTICLE II: TERM OF AGREEMENT
ARTICLE III: ADDITIONAL SERVICES COMPENSATION
ARTICLE IV: BUDGET PROJECTIONS FOR YEAR 1

Start Date: 07/01/23 (or when the BCBS automated copay waiver is ready)

Please review and let me know if you have any questions. Also, attached is the original proposal.

Looking forward to expanding services at Rowan County!

Thanks,

Ron DeVizia

Ronald DeVizia, Pharm.D., CDCES
Vice President of Business Development, PPCN
(Cell): (919) 464-1348
(Fax): (888) 429-2011
(Email): ron.devizia@emailmm.com
(website): https://ppcn.org/new/

CONFIDENTIALITY STATEMENT:
This electronic communication from PPCN is confidential, privileged, and intended solely for the use of the recipient named above. If you're not the intended recipient, or the employee or agent responsible for delivering this information to the intended recipient, and have

received this communication in error, please notify the sender immediately. Unauthorized disclosure, copying, distribution or other use of the contents of this electronic communication is strictly prohibited.

ROWAN COUNTY GOVERNMENT AMENDMENT
TO THE PATIENT MANAGEMENT SERVICES AGREEMENT
DATED 07-01-18 to 6-30-22 BETWEEN
ROWAN COUNTY ("EMPLOYER") AND
PIEDMONT PHARMACUETICAL CARE NETWORK, LLC. ("PPCN")

The parties set forth above hereby agree that the terms of this Amendment shall be incorporated in and be a part of that certain patient management services agreement, dated the date set forth above, between the parties ("Agreement").

ARTICLE I: NATURE OF SERVICE AND PROGRAM DESIGN

1. **Medical Weight Management**
    a. **Criteria**
        i. BMI (≥40)
        ii. Not having a diagnosis of diabetes
        iii. Age: 18 years or older
    b. **Initial Participant Survey**
        i. Data analysis to determine education topics of most interest.
    c. **Care Management One-on-One Sessions (4 sessions)**
    d. **Monthly Support Group Sessions (8 sessions)**
        i. Education topic determined by Interest Survey
        ii. Weigh-ins
    e. **Satisfaction Survey**

ARTICLE II: TERM OF AGREEMENT

The Program will commence on the implementation date of this agreement for a period of four years ending on June 30, 2022. Agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party. Should the Agreement not be terminated by either Party, nor superseded by a subsequent agreement designed to replace it by June 30th, 2022, it shall automatically renew on July 1st, 2022 under all other terms herein, and each year upon its anniversary until terminated by either Party.

***ARTICLE III: ADDITIONAL SERVICES COMPENSATION** shall be as follows:*

Monthly Fees: Pricing is based upon a monthly fee per participant (PEPM).

Base Price	$85.00
Incentive Cost ($120/year plus admin fee)	$11.00
Bluetooth® Scale Technology w/ Remote Monitoring	$9.00
Total	$105.00

- Pricing is based upon a monthly fee per participant (PEPM).

ARTICLE IV: BUDGET PROJECTIONS FOR YEAR 1

1. Identified Population
   a. 86 Participants (BMI ≥40 from biometric, diabetes removed using A1c and Zakipoint)

2. Budget Projections
   a. Projected Enrollment (45% engagement, average of two customers): **39**
   b. Projected Annual Medical Weight Management Cost ($105 PPPM): **$49,140**

Any adjustment to the budget needs to be mutually agreed upon by both parties and can happen during the duration of the agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

PIEDMONT PHARMEUTICAL CARE NETWORK

Name: Ron DeVizia

Title: VP of Business Development

Signature: [signature]

Date: 03/15/2023

ROWAN COUNTY GOVERNMENT

Name: _____

Title: _____

Signature: _____

Date: _____

PPCN

Value-Based Solutions for Clinical Risk & Cost Management

Piedmont Pharmaceutical Care Network, LLC

Patient Management Services Agreement

This Agreement ("Agreement"), dated and made effective this 1st day of July, 2018, by and between the **Rowan County** (the "Employer") and **Piedmont Pharmaceutical Care Network, LLC** ("PPCN"). (Either the Employer or PPCN may be referred to herein as a ("Party") and collectively as the ("Parties");

WITNESSETH:

WHEREAS Piedmont Pharmaceutical Care Network, LLC ("PPCN") has developed Patient—Self Management programs (**HealthMapRx™**) for certain chronic health conditions, including Diabetes, Cardiovascular Diseases (Hypertension, Hyperlipidemia), Asthma and Depression ("Conditions"); and

PPCN has experience delivering these programs through its network of pharmacists ("Pharmacist Providers") and other health care professionals to members of the Employer's health plan ("Participants") for purposes of reducing health risks and cost of preventable complications associated with these Conditions; and

WHEREAS, the Employer is interested in having certain of its eligible employees, retirees and dependents who have one or more of these Conditions participate in the Program for the reasons set out herein; and

WHEREAS, the Employer desires to engage PPCN to make such programs available to eligible employees, retirees and dependents participating in its health plan;

The Parties therefore agree as follows:

PPCN will implement and maintain oversight of its proprietary **HealthMapRx™** programming on behalf of Employer for eligible members of its health plan subject to the following understandings, terms, and conditions:

I. Program Purpose and Goals

The purpose of the program is to reduce the incidence and cost of preventable complications for participants with Targeted Conditions. Participants will receive personalized health mentoring on a regular basis, which will emphasize:

A. Initial assessment of health status, knowledge, self-management skills.
B. Individualized care planning focused on health risk priorities and improvement of participant knowledge and self-care skills.
C. Optimization of drug therapy, including adherence.

D. Communication and coordination with participant's medical provider(s).
E. Establishment of personal goals relevant to individual health risk priorities.
F. Motivation and support for achievement of goals and healthier lifestyle.
G. Care Coordination – Identification and management of "care gaps" vs. established standards.
H. Addressing considerations such as nutrition, exercise, and life-style improvements, as appropriate.
I. Accountability for participants and mentors in adhering to program requirements.

II. PPCN Responsibilities

A. Designate a coordinator to communicate with the Employer's representative
B. Advise and assist Employer with promotion and enrollment of plan members eligible for participation in the programs offered.
C. Establish and maintain a network of qualified Pharmacist Providers and other health care provider professionals who will assist Participants in more effectively managing their Targeted Condition(s).
D. Provide a secure, web-based, HIPPA compliant care management technology platform and data repository to be used by Providers to document care, relevant participant data, and care management activities per Program protocols.
E. Monitor and manage compliance with Program requirements for both Participants and Providers.
F. Provide reporting relevant for evaluation of program performance to Employer annually.
G. Assume overall oversight and administration of program delivery, including assignment of Participants to qualified Pharmacist Providers who will meet with them in private on a quarterly basis for health mentoring per PPCN's proprietary, condition-specific protocols to specifically include:
    a. Consulting with Participants and their physicians through professional dialogue for purposes of tailoring drug therapy to promote optimum benefit.
    b. Providing condition specific Self-Management education, skills assessment and training.
    c. Provide initial and ongoing identification and prioritization of health risk issues for attention.
    d. Provide guidance and support in setting and achieving goals for reducing health risks and establishing overall healthier behaviors
    e. Documentation of required clinically-relevant data for purposes of tracking and reporting.

III. Employer Responsibilities

The Employer agrees to:

A. Promote the Program to its eligible health plan members (e. g., hold voluntary orientation meetings for eligible employees, retirees and dependents to explain the program).
B. Cooperate in establishing a process to enroll Participants in the Program.
C. Sponsor voluntary diagnostic screenings for eligible employees and dependents (recommended but optional).
D. Provide incentives to enrolled Participants (i.e., waived co-pays for medications and supplies processed through the Employer's Third Party Administrator (TPA) or Pharmacy Benefits Manager (PBM) claim system).
E. Facilitate availability of medical and pharmacy claims data as needed for PPCN to monitor and report financial performance of the Program.
F. Appoint a representative who will serve as the primary contact person between the Employer and PPCN.

IV. Conditions Targeted for Programming

- Diabetes

PPCN also offers programs for Cardiovascular Health, Behavioral Health (for depression, anxiety and related disorders) and Asthma. Any of these programs may be implemented by agreement of both Parties at any time during the contract.

V. Fees and Terms

Monthly Fees

- Pricing is based upon a monthly fee per participant.

	07/01/2018 to 6/30/2022
Base Price	$75.00
Incentive Cost ($120/year plus $9.00 admin fee)	$10.75
Total	$85.75

- Amounts due for any given month will be calculated based on the number of participants enrolled on the last day of the prior month.
- Incentive costs can change if the employe decides to change the amount during the duration of the contract and a new participant per month will be calculated.
- Invoices for amounts so calculated will be prepared on or about the first day of each month and will be due upon receipt, payable within 30 days. Finance charges will be added to past due amounts at an interest rate of 1.5% per month.

VI. Program Time Frame

The Program will commence on the implementation date of this agreement for a period of four years ending on June 30, 2022. Agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party. Should the Agreement not be terminated by either Party, nor superseded by a subsequent agreement designed to replace it by June 30th, 2022, it shall automatically renew on July 1st, 2022 under all other terms herein, and each year upon its anniversary until terminated by either Party.

VII. Insurance and Indemnification

A. Indemnification by PPCN.

PPCN shall indemnify, defend and hold harmless the Employer, its Affiliates and their respective present and former directors, officers, shareholders, agents, attorneys, representatives and employees from and against any and all Claims arising or resulting from: (a) any breach, violation or noncompliance of or with any term of this Agreement by PPCN; (b) any breach or violation of applicable Law by PPCN; or (c) any negligent or wrongful act or omission on the part of PPCN, except to the extent that such Claim arises from the negligence or willful misconduct of the Employer

B. Indemnification by the Employer.

To the extent permitted by and consistent with North Carolina law, the Employer will indemnify and hold harmless PPCN from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of Employer's willful or negligent act(s) arising out of the performance of this agreement herein above described, or by reason of any act or omission on the part of Employer's officers, agents, or employees. The parties agree that nothing in this Agreement constitutes a waiver of sovereign/governmental immunity, and that the Employer's obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to Employer's self-insured claim policies and state law

C. Indemnification Procedures.

Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, any person or entity intending to claim indemnification hereunder (an "Indemnitee") shall give written notice of such matter to the party hereunder from whom indemnification is sought (the "Indemnitor"). The Indemnitor shall diligently defend any such action, claim or liability, and subject to the Indemnitor's compliance with its indemnification obligations, the Indemnitee shall, at the Indemnitor's expense, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any Claim covered by this Agreement. The Indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnitor shall promptly notify the

VIII. Ownership

Under the terms of this Agreement:

A. PPCN, LLC, as the developer of the Program, is the sole owner of the Program.

B. All standardized material developed and/or produced by PPCN, LLC for the Program (whether finished or unfinished) become, and thereafter, are the property of PPCN, LLC, but may be used under this Agreement by the Employer, the Pharmacist Participants, and the Participants.

C. Only materials developed for internal use by the Employer for the implementation (finished or unfinished) become, and thereafter, are the property of the Employer.

IX. Non-Disclosure of Information

Both Parties recognize, acknowledge and agree that each Party's trade secrets and proprietary information and processes are and shall be kept the valuable, special, private, unique, and confidential assets of each Party. Both Parties agree to continue to treat as private and confidential all information, secrets, and processes and agree not to disclose, during or after the term of this Agreement, in whole or in part, such secrets, information, or processes to any person, firm, corporation, association, or other entity for any reason or purposes whatsoever, nor shall either Party make use of any such property for its purposes or for the benefit of any person, firm, corporation or other entity under any circumstances during or after the term of this Agreement. Both Parties recognize, acknowledge and agree that individual patient records and other such sensitive material will be treated with confidentiality to protect the individual patients' rights under current federal law and guidelines relating to patient medical record confidentiality.

X. Non-Solicitation

Employer agrees to refrain from employing, soliciting for hire, or contracting for services with employees or agents of PPCN for same or substantially similar services provided under this agreement for a period of one year following termination of the agreement.

XI. Miscellaneous

A. Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by either Party without the prior written consent of the other, which may be withheld at the sole discretion of a Party.

B. Notwithstanding any other term in the Agreement to the contrary, except where otherwise allowed or required by law, (i) the parties shall not disclose any Participant identifiable health care information, including without limitation the name, address, social security number, medical record number, or any other information sufficient to identify a specific Participant without his or her prior written consent, and (ii) the parties will comply with all

Indemnitee of all developments in the matter. In no event shall the Indemnitee compromise or settle any such matter without the prior consent of the Indemnitor, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the Indemnitor fails to promptly act to protect the interests of the Indemnitee after having been notified of Claim, the Indemnitee may, at Indemnitor's expense, take action in its own defense

D. Insurance.

PPCN will require that each Pharmacist Provider, or his or her employer, maintain professional liability insurance with a company or companies acceptable to the Employer in the amount of $1,000,000 for each occurrence, and $3,000,000 in the aggregate.

Additionally, PPCN will carry and maintain at its own expense during the entire term of this Agreement the following insurance coverages with a company or companies acceptable to the Employer:

1. **Worker's Compensation.** PPCN will carry: (i) a program of workers' compensation insurance in an amount and form which meets all applicable statutory requirements, and which specifically covers all PPCN employees who provide services by or on behalf of PPCN and (ii) employers' liability insurance in an amount of the lesser of underlying limits required by the primary or lead umbrella insurer or One Million Dollars ($1,000,000).
2. **Commercial General Liability Insurance.** PPCN will carry Commercial General Liability insurance on an occurrence form, including Products Liability (including completed-operations coverage), coverage for contractual liability, personal and advertising injury in an amount of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.
3. **Errors and Omissions Liability Insurance or Professional Liability Insurance.** Errors and Omissions Liability Insurance or Professional Liability Insurance shall (a) insure the liability of PPCN by reason of any actual or alleged error, omission, negligent act or wrongful act of PPCN committed in rendering or failing to render any products or services in accordance with this Agreement; (b) provide limits of not less than One Million Dollars ($1,000,000) per occurrence/Thee Million ($3,000,000) annual aggregate
4. **Network Security & Privacy Insurance (Cyber):** Such insurance shall insure (a) the liabilities caused by privacy or a breach of privacy regulations, including unauthorized disclosure of private health information, unauthorized access, or failure to protect a network security breach; (b) costs of Employer defending itself against regulatory actions by PPCN, and (c) Employer's costs of complying with data protection legislation, including notification to individuals whose personal information may have been compromised. PPCN shall maintain Network Security and Privacy liability limits of not less than One Million Dollars ($1,000,000) each claim/annual aggregate.
5. **Umbrella Liability.** PPCN will carry Umbrella Liability Insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate.

applicable federal and state laws, rules; and regulations regarding the privacy of personal health and other information of all Participants.

C. The relationship of the parties to this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

D. This Agreement shall be governed according to the laws of North Carolina.

E. Both parties agree to comply with all federal, state and local laws as it relates to the performance of this Agreement.

F. PPCN shall comply with the requirements of Article 2 of Chapter 64 (e-verify) of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

XII. Law

This Agreement shall be governed by and shall be construed in accordance with the Laws of the State of North Carolina.

XIII. Notices

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular and certified mail or overnight delivery, to the respective parties at the address set forth below:

Piedmont Pharmaceutical Care Network, LLC
802 Green Valley Rd Ste 106
Greensboro, North Carolina 27408-7099
Attn: Jason Moss, Director of Finance and Administration

Rowan County

Street Address: 130 West Innes Street

City/ State/ Zip Code: Salisbury, NC 28144

Attn: Aldrea Speight, Human Resources Analyst I

XIV. Terms and Conditions

This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

XV. Relationship of Parties

The relationship of the parties to this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

XVI. Americans with Disabilities Act

The Vendor further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has amended and supplemented.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals and the day and year first written above.

ATTEST:

By: Toni Wingler

Print: Toni Wingler

Title: Admin Secretary

Date: 7-17-18

ROWAN COUNTY

By: [signature]

Print: Aaron C Hunt

Title: Chairman

Date: 7-16-18

WITNESS:

By: [signature]

RONALD DEVIZIA

DIRECTOR OF CLIENT SERVICES

Date: 3/7/2018

PIEDMONT PHARMACEUTICAL CARE NETWORK, LLC

By: [signature]

LARRY LONG

PRESIDENT

Date: 3/7/2018

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

Leslie E Heidrick
FINANCE DIRECTOR

This contract SHALL NOT EXCEED $80,705.64 without prior written approval of the Rowan County Manager.

Request for Proposal
Rowan County Government
Pre-Diabetes: Medical Weight Management
December 29, 2022

I. Introduction

Piedmont Pharmaceutical Care Network (PPCN): PPCN is an independent third-party contractor to self-funded customers that has been providing chronic condition care and population health management since early 2000s. PPCN currently working with twenty-five self-funded municipalities in North Carolina, Virginia, and New Jersey. PPCN is headquartered in Greensboro, NC.

HealthMapRx™ is a chronic condition care management program designed to reduce financial and clinical risks associated with prevalent chronic conditions, including Pre-Diabetes, Diabetes, Cardiovascular Disease, Asthma, Behavioral Health and Medical Weight Management. **HealthMapRx™** reliably produces savings for our customers through reduced hospitalizations and ER visits, as well as avoidance of preventable complications commonly associated with these conditions.

II. Pre-Diabetes: Medical Weight Management Program

Phase 1: Eligibility Determination
Purpose: Data collection of biometric screening values to determine program eligibility.
Criteria: Health Plan members meeting the following criteria:

a. **BMI ≥ 40**
b. Not having a diagnosis of diabetes
c. 18 years of age or older

Phase 2: Promotion
Purpose: Offer Medical Weight Management services to eligible members that meet defined criteria.
Process:

1) **Biometric screening:** During participant's result review, the biometric screenings values will be screened for BMI ≥ 40 and not having a diagnosis of diabetes. If the member is eligible then the medical weight management services will be discussed.
2) **Internal Events Promotion (optional):** Medical weight management program can be promoted at open enrollment meetings, health fairs, employee appreciation events, new hire orientation, healthcare resources (onsite clinic), text messaging, social media, emails/mailings and program video.

Phase 3: Enrollment
Purpose: Engage, inform, welcome and schedule first appointment for eligible members that opt-in.
Process:

1) **Consent:** Informed Consent discussed and completed.
2) **Policy and Procedures**: All policy and procedures will be reviewed, completed, and signed by participant.
3) **Appointments**: Each appointment scheduled and will receive three appointment reminders.

Phase 4: Intervention

Purpose: The Program is a voluntary and sponsored at no cost to covered health plan members meeting eligibility criteria. Program empowers participants with information, skills, support, professional services, and other resources to help participants be more successfully in managing their chronic conditions. Participants will be paired with a Pharmacist Care Manager/Health Coach. Through a collaborative effort and regularly scheduled sessions (one-on-one and group support sessions), the participant will engage in activities designed to help achieve a higher level of control over targeted conditions. The Pharmacist Care Manager will work with the participant's physician to ensure the medication regimen best fits their needs.

1) **Program Structure:**

	Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Care Mgr.	X	Phone	Phone	X			X			X			
Group		X	X	X	X	X	X		X		X		

- **Visits with Pharmacist Care Manager (4-quarterly visits per year)**
  - Phone communication between visits (weekly survey determines intervention)
  - Depression Screening (PHQ-9) (baseline, 12 months)
- **Group Sessions with Health Coach (8-monthly sessions: Months 1-6, Month 8, and Month 10)**
- **Weekly Check-Ins (email or text from survey platform)**
  - Platform reports progress and assist the Program team in providing individualized support.

2) **Synopsis of Core Care Management Process**

- **Initial Care Management Assessment (baseline)**
  - Weight Assessment: Body Mass Index and Waist Circumference
  - Review & Discuss Medical History
  - Physical Activity and Goal Setting
  - Nutrition Education (plate method, reading food labels, portion control strategies, etc.)
  - General Wellness Assessments (Anxiety, Sleep, Quality of Life, Pain, Presenteeism)
  - Prioritize Needs and Develop a Mutual Plan and determine self-management goals.
  - Communication: share progress notes and recommendations to PCP as appropriate
  - Referral to Dietitian (if applicable)
- **Subsequent Care Management Visits (month 4, 7, 10)**
  - Weight and Goal Determination (e.g. 10% decrease from previous years weight)
  - Review lab Values and Trending (A1C, Lipids (LDL, Non-HDL), etc.)
  - Medication Review: New Therapy Assessment, Formulary Review, Adherence Assessment
  - Self-Management Assessment (achieved, partially achieved, regressed, no progress)
  - Communication: share progress notes, communicate recommendations to PCP as appropriate
  - Dietitian referral follow-up (if applicable)

- **Support Group Topics (month 1, 2, 3, 4, 5, 6, 8, 10):**
  - Self-monitoring
  - Tracking: consumption, physical activity, weight, sleep – note feelings
  - Modest changes to daily behaviors within context of own life
  - Forming sustainable, healthy habits
  - Nutrition – substitutions for high calorie, high fat, highly processed
  - Physical activity – do what you can when you can – it all counts
  - Stress
  - Sleep
  - Positive psychology
  - Goal setting
  - Calorie balance/calorie deficit
  - Portion control
  - Hydration – limiting caloric beverages

VI. Fees and Terms

Monthly Fees: Pricing is based upon a monthly fee per participant (PEPM).

Base Price	$85.00
Incentive Cost ($120/year plus admin fee)	$11.00
Bluetooth® Scale Technology w/ Remote Monitoring	$9.00
Total	$105.00

VII. Identified Population

a. 86 **Participants (BMI ≥40** from biometric, diabetes removed using A1c and Zakipoint)

VIII. Budget Projections

a. Projected Enrollment (45% engagement, average of two customers): **39**

b. Projected Annual Medical Weight Management Cost ($105 PPPM): **$49,140**

IX. Diabetes Diagnosis Cost Avoidance Projections

a. 50% of eligible have pre-diabetes (2 customers): **20**

b. Cost will increase 3.2 times if diagnosed with diabetes and prescribed medication:

i. $17,594 (avg. cost) - $5,483 (**BMI≥40 prior to intervention**) = **$12,111**

1. **Year 1** (non-participants diagnosed with diabetes after year 1): **4**

a. Avg Cost Avoidance: $12,111 x 4 = **$48,444**

2. **Overall**

a. Avg Cost Avoidance: $12,111 x 20 = **$242,220**

X. Diabetes Diagnosis Cost Avoidance Return on Investment

a. **Year 1:** $48,444/$49,140 = **0.99**

b. **Overall:** $242,220/$49,140 = **4.93**

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: Sarah Pack, Clerk to the Board
DATE: 6/5/23
SUBJECT: Agenda Addition - Award Master Service Agreement ESP Associates Inc.

ATTACHMENTS:

Description	Upload Date	Type
Packet	6/6/2023	Cover Memo

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Don Bringle, Facilities Director

Re: Award Master Service Agreement to ESP Associates, Inc.

Date: May 5, 2022

Rowan County solicited for Statements of Qualifications from interested and qualified professional firms for Special Inspections and Construction Materials Testing Services to provide complete special inspections and testing during the physical construction of the Counties construction projects. The County received these qualifications on May 16, 2023; five (5) responses were received. After careful evaluation, completion of scoring and further negotiation ESP Associates, Inc. was selected.

The County would like to award Master Service Agreement to ESP Associates, Inc.

Attached are the RFQ request, Qualification response, Scoring sheets, and the Master Service Agreement.

Recommendation: Board of Commissioners to award Master Service Agreement to ESP Associates, LLC. and authorize the County Manager to approve contract with ESP Associates, Inc.



Rendering Credit: ADW Architects

STATEMENT OF QUALIFICATIONS
ROWAN COUNTY, NC

RFQ # 2023-026
SPECIAL INSPECTIONS AND TESTING

May 16, 2023

Submitted by: **ESP Associates, Inc.**
7144 Weddington Road NW, Suite 110 Concord, NC 28027

Primary Point-of-Contact: Chad Sherman, PE
(704) 793-9855 | csherman@espassociates.com

May 16, 2023

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
jody.farrow-bennett@rowancountync.gov

Reference: RFQ 2023-026 Special Inspections and Testing

Dear Jody Farrow-Bennett and members of the selection committee:

ESP Associates, Inc. (ESP) is pleased to submit this Statement of Qualifications to provide Special Inspections and Testing services to Rowan County. ESP is uniquely qualified, staffed, and equipped to perform the services required for this contract and is pleased to share the following strengths of our team:



LOCAL, ACCREDITED TEAM FOR RESPONSIVE SERVICE

With a history of collaboration on projects in North Carolina, our team brings the optimal combination of local presence, technology, experience, and expertise to maximize the value of this contract for the citizens of Rowan County. We maintain a staff of 13 engineers and 44 technicians who can be scheduled, as needed, to work extended hours and/or provide timely responses from our local Concord office. Our team is NCDOT, ACI, and ICC certified, and ESP's laboratories are AASHTO accredited and NCDOT certified.



EXTENSIVE MUNICIPAL EXPERIENCE

In our 36 years of service, ESP has partnered with cities, towns, and counties throughout the Carolinas. This gives us unique insight into the project development process for local governments and the strategies to effectively manage the project scope, budget, and schedule to successfully deliver our services. We have significant experience managing contracts for multiple municipal clients, including:

- City of Concord
- Cabarrus County
- Lincoln County
- Union County
- City of Greensboro
- City of Charlotte
- Rowan County
- City of Salisbury



INNOVATIVE TOOLS FOR EFFICIENCY & QUALITY

ESP uses MetaField cloud-based technology to streamline the materials testing and reporting process. Testing results are uploaded immediately as data is entered using cloud technology and is readily accessible to our office staff and the client. MetaField allows for fast communication of results and enhanced tracking through the testing process—increasing project efficiency, value, and confidence in quality.

Thank you for your time, and we look forward to the opportunity to work with Rowan County.

Sincerely,
ESP Associates, Inc.

D. Chad Sherman, PE
Senior Engineer / Point-of-Contact
(704) 323-4477
csherman@espassociates.com

Marty J. Smith, PE
Principal-in-Charge
(704) 583-4949 ext. 229
mjsmith@espassociates.com

EXPERIENCE OF THE FIRM

ESP is a multi-discipline firm serving various phases of project development and public safety, and has been in business for 36 years.

Through our testing and inspections, geo-environmental, civil engineering, surveying, planning, and water resource management services, we are a partner in our clients' success.

ESP has been recognized as an ENR Top 500 Design Firm since 2013, and was ranked #32 in the Southeast for 2023.

Our approach to service is focused on three objectives: **Listen. Deliver. Improve.**









SPECIALIST AREAS OF EXPERTISE

Materials Testing

ESP monitors the quality of materials used from the beginning to the end of the construction phase. These services are provided by our engineering technicians who are certified by the American Concrete Institute (ACI), North Carolina Department of Transportation (NCDOT), and International Code Council (ICC). ESP's project managers supervise our testing services and maintain relationships with our clientele throughout the construction process.

Special Inspections

ESP has provided Special Inspection services for many years on a variety of complex projects. Our staff are trained and certified through the applicable testing entities such as ICC, ACI, AWS, etc. in order to establish qualification for our work efforts. Additionally, our staff members are trained on adding value to the construction team through timely and detailed communication of findings.

Laboratory Testing

Our soil and concrete laboratories are periodically inspected by American Association of State Highway and Transportation Officials (AASHTO) Resources and Cement Concrete Reference Lab (CCRL) as part of our AASHTO accreditation program. We are also inspected and certified by NCDOT. These programs assure the required equipment calibrations and sample testing are performed as outlined by ASTM and/or AASHTO Standards. The inspections also verify the physical properties of our equipment and evaluate our technician's ability to perform laboratory tests.

EXPERIENCE WITH REGULATORY AGENCIES & LOCAL GOVERNMENTS

ESP knows that the project success is directly tied to understanding Rowan County's needs, contract documents, and providing services to meet those criteria. ESP has provided professional services to towns, cities, counties, and other government agencies throughout the Carolinas. Below is a snapshot highlighting some of our North Carolina public clients that we have worked with.

Additional public clients that ESP has experience with in North Carolina include, but are not limited to:

- Anson County
- Bessemer City
- Boone Housing Authority
- Cabarrus County
- Cape Fear Public Utility Authority
- Charlotte Water
- City of Charlotte
- City of Concord
- City of Durham
- City of Fayetteville
- City of Greensboro
- City of Greenville
- City of High Point
- City of Kannapolis
- City of Locust
- City of Monroe
- City of Mount Holly
- City of Raleigh
- City of Rocky Mount
- City of Salisbury
- City of Wilmington
- Cleveland County Sanitary District
- Gaston County
- Guilford County
- Lexington Housing Authority
- Lincoln County
- Mecklenburg County
- NCDEQ
- NC Emergency Management
- Pitt County
- Public Works Commission of the City of Fayetteville
- Rowan County
- Town of Apex
- Town of Cary
- Town of Granite Quarry
- Town of Harrisburg
- Town of Huntersville
- Town of Mint Hill
- Town of Morrisville
- Town of Pineville
- Town of Rural Hall
- Town of Spencer
- Town of St. James
- Town of Troy
- Town of Waxhaw
- Town of Wadesboro
- Town of Weddington
- Union County
- Village of Bald Head Island
- Village of Marvin
- Wake County
- Wilmington Housing Authority

LIST OF SIMILAR PROJECTS





For over three decades, ESP has served local city governments, counties, towns, and other local agencies. From CIP projects to on-call support, our local professionals provide the responsive and knowledgeable Special Inspections and materials testing services needed to support local infrastructure and facility project needs. The table below shows an at-a-glance review of project experience within the past five years, with narratives of select projects on the following pages.

Project Name	Year of Completion	Project Description
Town of Apex Mason Street Municipal Building Apex, NC	Ongoing	14,688 square feet construction of a new two-story municipal building and associated infrastructure.
Town of Apex Public Works Operations Renovation Apex, NC	Ongoing	Renovations to include removal and replacement of existing concrete for the Public Works Operations Building.
Waxhaw Town Campus Waxhaw, NC	Ongoing	Construction a new Town Campus consisting of Town Hall and Parks and Recreation/Public Services buildings, roadways/parking areas, sidewalks, and associated utilities.
Town of Carrboro 203 Project Carrboro, NC	Ongoing	Construction of a three-story, 53,000 square feet mixed-use building and adjacent 173 car capacity parking deck.
Town of Spencer Municipal Complex Spencer, NC	2022	18,000 square feet renovation to include construction of a new Town Hall and Police Station, as well as associated pavement areas improvements
Lincoln County Courthouse Lincolnton, NC	2022	29,898 square feet construction of a new courthouse building and associated pavement.
City of Concord Fire Station No. 12 Concord, NC	2022	Construction of a new single-story fire station with associated pavement areas and infrastructure.
Invitae Morrisville, NC	2022	Lab/office improvements to an existing 245,238 square feet facility.
Hickory Grove Police Station Charlotte, NC	2020	Construction of a single-story police station and garage with associated parking.
Union County Human Services Building Union County, NC	2018	143,728 square feet construction of a three-story municipal building with associated parking and infrastructure.

EXPERIENCE OF FIRM PERSONNEL WITH SIMILAR PROJECTS

TOWN OF SPENCER **MUNICIPAL COMPLEX**

SPENCER, NC

ESP provided construction materials testing and Special Inspection services for an approximately 18,000 square feet renovation to include construction of a new Town Hall and Police Station, as well as associated pavement areas improvements. The project consisted of constructing a municipal complex with shallow foundations, a masonry firewall partition with a structural steel roof system. Site improvements included rigid and flexible pavement sections for parking and drive areas.

ESP provided testing and inspection services that included: verification of soils, reinforced concrete, structural masonry, structural welding, and high-strength bolting and steel frame erection.

KEY PERSONNEL INVOLVEMENT

C. Sherman, M. Amick, R. Mitchell



CLIENT CONTACT

Peter Franzese
Town of Spencer
(704) 633-2231
pfranzese@spencernc.gov

LINCOLN COUNTY **COURTHOUSE**

LINCOLNTON, NC

ESP provided construction materials testing and Special Inspection services for the new Lincoln County courthouse. The structure is three stories with a below grade basement. The subgrade soils were improved with rammed aggregate piers prior to installation of shallow footings. Drive and parking areas consist of flexible pavement sections. Site grading required the construction of an MSE retaining wall.

ESP provided materials testing and Special Inspection services for the project including: rammed aggregate pier observations, subgrade evaluations, field density testing, reinforced concrete testing and inspections, reinforced masonry inspections and testing, and structural steel inspections.

KEY PERSONNEL INVOLVEMENT

C. Sherman, M. Amick, R. Mitchell, C. Scaff, B. Herrera, J. Finley



CLIENT CONTACT

John Henry
Lincoln County
(704) 736-8478
jhenry@lincolncounty.org

CITY OF CONCORD **FIRE STATION NO. 12**

CONCORD, NC

ESP provided construction materials testing and Special Inspection services for the new City of Concord Fire Station No. 12 located in Concord, North Carolina. The project consisted of constructing a fire station with shallow foundations, a slab-on-grade, masonry and a structural steel roof system. Site improvements included rigid and flexible pavement sections for parking and drive areas.

ESP provided testing and inspection services that include: subgrade evaluations, testing of fill soils, foundation evaluations, reinforcing steel inspections, concrete testing and inspections, masonry testing and inspections, and structural steel weld and bolt inspections.

KEY PERSONNEL INVOLVEMENT

C. Sherman, M. Amick, R. Mitchell, C. Scaff



CLIENT CONTACT

Rick Blat
Union County Department of Public Works
(704) 920-5403
blatr@concordnc.com

UNION COUNTY **HUMAN SERVICES BUILDING**

MONROE, NC

Union County constructed a new human services building with associated parking and infrastructure. The structure is a steel-framed building, 3 stories high, and includes below grade walls and a slab-on-grade floor system. ESP provided subsurface exploration services for the project. ESP performed soil test borings and laboratory testing on select on-site soils.

ESP provided recommendations for foundation support, seismic design, below grade wall design and pavement design. Challenges included existing fill soils, shallow weathered rock, shallow water, moderately plasticity soils and low consistency residual soils. ESP also provided materials testing and Special Inspection services for the building including: subgrade evaluations, field density testing, foundation evaluations, concrete testing and inspections, reinforcing steel inspections, and structural steel inspections.

KEY PERSONNEL INVOLVEMENT

C. Sherman, M. Amick, C. Scaff, J. Finley



CLIENT CONTACT

Scott Huneycutt (retired)
Union County Department of Public Works
(704) 296-4210
scott.huneycutt@yahoo.com

PROJECT TEAM

Stine Knight
Director of Safety



Marty Smith, PE
Principal-in-Charge



D. Chad Sherman, PE
Senior Engineer / Point of Contact



Rowan County Resident

Matthew Amick, CWI
Project Manager / Master of Special Inspections



Ben Herrera
Sr. Engineering Tech/Special Inspector



Jeremy Finley, CAWI
Sr. Engineering Tech/Special Inspector



Ryan Mitchell
Engineering Tech/Special Inspector



Clyde Scaff
Engineering Tech/Special Inspector



60+ additional staff available, as needed



D. CHAD SHERMAN, PE

Senior Engineer / Point of Contact

Mr. Sherman began his geotechnical engineering and construction materials testing career in 1994. During that time, he has been responsible for managing and providing senior engineering review for numerous geotechnical, construction testing and special inspection projects. During construction, Mr. Sherman's materials testing and special inspections experience includes services related to soil, stone, concrete, reinforcing steel, asphalt, geotextiles, dewatering, masonry, structural steel, pile and drilled-shaft installation and fireproofing.

Education
BS in Civil Engineering

Licensure/Certification
PE, NC #028947, SC #24350
Nuclear Density/HazMat

Key Project Experience
- **Town of Spencer Municipal Complex**, Spencer, NC. Senior Engineer
- **Lincoln County Courthouse**, Lincolnton, NC. Project Engineer
- **City of Concord Fire Station No. 12**, Concord, NC. Project Engineer
- **Union County Human Services Building**, Union County, NC. Project Engineer
- **Rowan County Government Department of Social Services Building**, Salisbury, NC. Senior Engineer
- **China Grove Town Hall & Fire Department**, China Grove, NC. Senior Engineer
- **Rowan County EMS Station No. 85**, Salisbury, NC. Senior Engineer
- **City of Salisbury Fire Station #6**, Salisbury, NC. Senior Engineer
- **Kannapolis Fire Station #5**, Kannapolis, NC. Senior Engineer

MATT AMICK, CWI

Project Manager / Master of Special Inspections

Mr. Amick joined ESP's geotechnical, testing, and inspection team in 2004 with more than five years of previous experience. His construction materials testing and Special Inspections experience includes visual and non-destructive testing of welded and bolted connections in accordance with AWS D1.1 and the Building Code, inspection of structural members and details for compliance with project shop drawings, post-tensioning inspection, reinforcing steel inspections, masonry inspections and spray-applied fireproofing Special Inspections. Mr. Amick is also experienced with soil subgrade evaluations, field density testing of soils and concrete testing and inspection services.

Education
BS in Business Management
AAS in Industrial Management Technology

Licensure/Certification
ACI Concrete Field Testing Technician - Grade 1
ASNT - Liquid Penetrant Testing, Magnetic Particle Testing, Ultrasonic Testing, Visual & Optical Testing
AWS - Certified Welding Inspector
Nuclear Density/HazMat
ICC - Structural Steel & Bolting, Soils, Structural Welding, Master of Special Inspections, Prestressed Concrete, Reinforced Concrete, Spray-applied Fireproofing, Structural Masonry
NCDOT - Introduction to Asphalt Pavements
PTI - Level I Unbonded PT Field Installation, Level II Unbonded PT Inspector

Key Project Experience
- **Town of Spencer Municipal Complex**, Spencer, NC. Project Manager
- **Union County Human Services Building**, Union County, NC. Master of Special Inspections
- **Rowan County EMS Station No. 85**, Salisbury, NC. Master of Special Inspections



BEN HERRERA

Sr. Engineering Technician / Special Inspector

Mr. Herrera has over 12 years of experience in construction materials testing and Special Inspections. His project experience includes ports, wharfs, oil terminals and refineries, waste water facilities, power plants and other heavy industrial projects on both the east and west coasts. He has provided a variety of testing and inspection services related to reinforced concrete, pre-cast concrete, structural welding, high strength bolting, post installed anchors, structural masonry, fire coatings, soils, aggregate and asphalt. Mr. Herrera is also experienced in review/ audit of project construction documentation for accuracy and completeness to facilitate project closeout for several multi-million dollar projects.

Licensure/Certification

ACI Concrete Field Testing Technician - Grade 1
ICC - Prestressed Concrete, Reinforced Concrete, Spray-Applied Fireproofing, Structural Masonry, Soils, Structural Steel & Welding
ASC Fall Protection
NACE Coating Inspector
Nuclear Density/HazMat
OSHA 40 Hour HAZWOPER

Key Project Experience

- **Waxhaw Town Campus**, Waxhaw, NC. Sr. Engineering Technician / Special Inspector
- **Hickory Grove Police Station**, Charlotte, NC. Sr. Engineering Technician / Special Inspector
- **Lincoln County Courthouse**, Lincolnton, NC. Sr. Engineering Technician / Special Inspector
- **York County Government Center**, York County, SC. Sr. Engineering Technician / Special Inspector
- **UNC Charlotte Health and Wellness Center**, Charlotte, NC. Sr. Engineering Technician / Special Inspector
- **Charlotte Lattin Upper School**, Charlotte, NC. Sr. Engineering Technician / Special Inspector

JEREMY FINLEY

Sr. Engineering Technician / Special Inspector

Mr. Finley joined ESP's geotechnical, testing, and inspection team in 2004 with more than four years of previous experience. His construction materials testing and Special Inspection experience includes shallow foundations, deep foundations, soil, stone, concrete, masonry, asphalt, steel, retaining walls, fireproofing, roofing and post-tensioned concrete.

Education

Engineering Technician Certification

Licensure/Certification

ACI Concrete Field Testing Technician - Grade 1
AWS Certified Associate Welding Inspector
ICC - Reinforced Concrete, Spray-Applied Fireproofing, Structural Masonry, Soils
NCDOT Concrete Field Technician
Nuclear Density/HazMat
PTI - Level I Unbonded PT Field Installation, Level II Unbonded PT Inspector

Key Project Experience

- **Lincoln County Courthouse**, Lincolnton, NC. Sr. Engineering Technician / Special Inspector
- **China Grove Town Hall & Fire Department**, China Grove, NC. Sr. Engineering Technician / Special Inspector
- **City of Salisbury Fire Station #6**, Salisbury, NC. Sr. Engineering Technician / Special Inspector
- **Union County Human Services Building**, Union County, NC. Sr. Engineering Technician / Special Inspector
- **City of Charlotte E&PM On-Call Contract**, Charlotte, NC. Sr. Engineering Technician / Special Inspector
- **Hickory Grove Police Station**, Charlotte, NC. Sr. Engineering Technician / Special Inspector



RYAN MITCHELL

Engineering Technician / Special Inspector

Mr. Mitchell joined ESP in 2007 with more than 10 years of previous experience. His materials testing and inspection experience include shallow foundation evaluations, post-tensioning inspections and testing services related to soil, stone, concrete, masonry, asphalt, reinforcing steel, fireproofing and retaining walls.

Licensure/Certification

ACI Concrete Field Testing Technician - Grade 1
ICC - Soils
Nuclear Density/HazMat

Key Project Experience

- **China Grove Town Hall & Fire Department**, China Grove, NC. Engineering Technician / Special Inspector
- **Lincoln County Emergency Service Center Building**, Lincolnton, NC. Engineering Technician / Special Inspector
- **Town of Spencer Municipal Complex**, Spencer, NC. Engineering Technician / Special Inspector
- **Lincoln County Courthouse**, Lincolnton, NC. Engineering Technician / Special Inspector
- **City of Concord Fire Station No. 12**, Concord, NC. Engineering Technician / Special Inspector
- **CMPD Providence Station**, Charlotte, NC. Engineering Technician / Special Inspector
- **City of Charlotte E&PM On-Call Contract**, Charlotte, NC. Engineering Technician / Special Inspector
- **Union County Human Services Building**, Union County, NC. Engineering Technician / Special Inspector
- **Rowan County EMS Station No. 85**, Salisbury, NC. Engineering Technician / Special Inspector
- **City of Salisbury Fire Station #6**, Salisbury, NC. Engineering Technician / Special Inspector

CLYDE SCAFF

Engineering Technician / Special Inspector

Mr. Scaff joined ESP in 2014. His construction materials testing experience includes soil, stone, concrete, masonry, asphalt and retaining walls.

Education

AS in Civil Engineering Technology

Licensure/Certification

ACI Concrete Field Testing Technician - Grade 1
ICC Soils
NCDOT - Concrete Field Technician, QMS Roadway Technician
Nuclear Density/HazMat

Key Project Experience

- **Waxhaw Town Campus**, Waxhaw, NC. Engineering Technician / Special Inspector
- **City of Concord Fire Station No. 12**, Concord, NC. Engineering Technician / Special Inspector
- **Invitae**, Morrisville, NC. Engineering Technician / Special Inspector
- **City of Charlotte E&PM On-Call Contract**, Charlotte, NC. Engineering Technician / Special Inspector
- **City of Salisbury Fire Station #6**, Salisbury, NC. Engineering Technician / Special Inspector
- **Lincoln County Courthouse**, Lincolnton, NC. Engineering Technician / Special Inspector
- **Union County Human Services Building**, Union County, NC. Engineering Technician / Special Inspector
- **UNC Charlotte Health and Wellness Center**, Charlotte, NC. Engineering Technician / Special Inspector
- **York County Moss Justice Center**, York, SC. Engineering Technician / Special Inspector

REFERENCES

The best measure of our past performance is the experiences of our clients. We encourage Rowan County to contact all references included in this SOQ that can speak to our client service and project performance.



Rowan County
Kathryn Jolly
2727-D Old Concord Road, Salisbury, NC 28146
(704) 216-8100
kathryn.jolly@rowancountync.gov

Services provided: geotechnical and environmental



Lincoln County
John Henry
353 N Generals Blvd., Lincolnton, NC 28092
(704) 736-8478
jhenry@lincolncounty.org

Services provided: geotechnical, materials testing, and Special Inspection



City of Concord
Rick Blat
35 Cabarrus Ave. W, Concord, NC 28025
(704) 920-5403
blatr@concordnc.com

Services provided: materials testing and Special Inspection



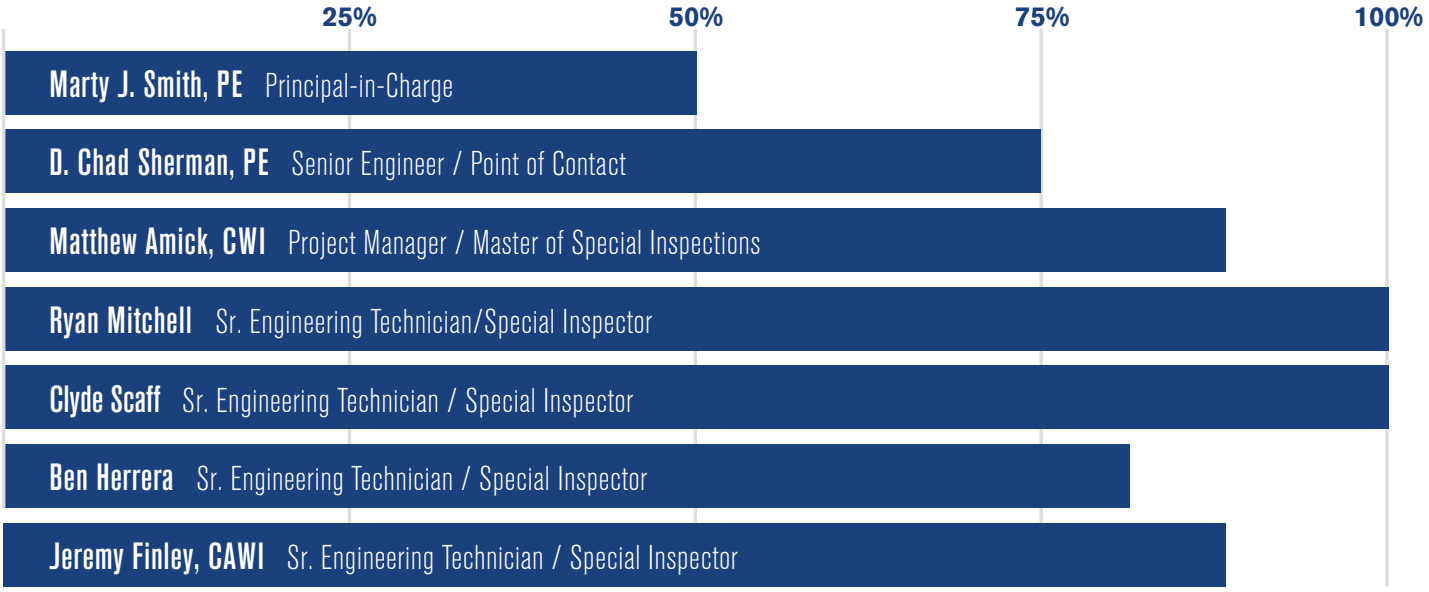
Town of Spencer
Peter Franzese
460 S. Salisbury Avenue, Spencer, NC 28159
(704) 633-2231
pfranzese@spencernc.gov

Services provided: materials testing and Special Inspection

OTHER SUPPORTING DATA

WORKLOAD/ABILITY TO MEET SCHEDULE

The ESP team commits to providing the capacity and availability to support the requested services for of Rowan County. The graph below represents our team's availability to serve this important contract. We also have a significant depth of staff available, as needed, who can be scheduled to work from our other Carolina office locations.



ADDITIONAL EXAMPLES OF ESP'S ABILITY TO MEET DELIVERABLES



OVERNIGHT POURS

Work on this 1,500+ cubic yard concrete pour for a multi-story post-tensioned concrete structure began at 3 a.m. The project required 4 staff members on-site full time until the pour was complete (15 hours).



24-7 & MULTI-SHIFT SERVICES

ESP provided seven months of full-time service for amusement park construction. Up to five personnel were on site at various hours. Drilling services were provided during non-operational hours from 11pm to 7am.



OFF-HOURS WORK FLEXIBILITY

ESP performed QA/QC testing services during paving operations for a roadway near several active distribution centers, at night, when traffic was lighter. The project was then adjusted to daytime operations in order to more closely align with project logistics.

METHODOLOGY

ESP recognizes that the success of each project is directly related to understanding your vision, principles and goals. We have reviewed the scope of work requirements and the ESP team will work diligently to meet or exceed Rowan County's expectations.



Scope Development, Contract Execution and Notice to Proceed

- Review project documents to develop appropriate scope of work for the contract/task order
- Obtain schedule information from the contractor or construction management team in order to provide an accurate cost estimate to Rowan County
- Review and execute contract in accordance with our contract review standards



Pre-Construction Meeting

- Gather technical requirements.
- Communicate our understanding of directives and specific items.
- Make recommendations for optional ways to achieve the project's goals.
- Review needs, processes, and requirements with the team.



Communication

- Project Manager (Matt Amick, CWI) - daily discussions with owner's representative, the design team, contractor's project manager, and project field staff. Also responsible for project schedule adherence.
- Project Team - provide necessary documentation, including daily reports of project testing and inspections, conversations, and any issues.
- Senior Engineer (Chad Sherman, PE) - will review all data analysis, reports, letters, etc.



Quality Control

- Engineering technicians/inspectors with certifications from ICC, ACI, and more.
- Services performed in accordance with North Carolina Building Code and/or standard engineering practice.
- Laboratory inspected and accredited by AASHTO.
- Staff assures quick "turnaround" of lab samples while maintaining ASTM and AASHTO requirements.



Documentation

- Electronic data collection in the field using Metafield.
- Field reports, including Discrepancy Notices, provided electronically daily following site visits.
- Field observations, test results, and data presented in a concise yet thorough report.
- Deficiencies or other potentially problematic items observed and brought to the attention of the owner, design team, and contractor.
- Lab results presented in graphical and data format forms, tables, and graphs and can be transferred to PDF, DWG, etc.



PROJECT UNDERSTANDING

We understand that Rowan County desires to engage a professional services firm to provide 3rd party construction testing associated with the construction of the West End Plaza project and other projects that arise over the next five years. We have provided professional services on numerous municipal projects of this construction type and design, ranging in size and complexity from small additions/renovations to new construction of large multi-story buildings. Our experience working with local municipalities gives us both the unique insight into the project development process for municipal projects and the strategies to effectively manage the project scope, budget, and schedule.

Specifically, ESP is familiar with the geologic region having provided these services for multiple projects in the area and has extensive experience in dealing with moisture sensitive soils. Our senior engineer and the county's point of contact is a resident of Rowan County and is familiar with the area. Our inspectors routinely provide special inspections on soils and foundations, reinforced cast-in-place concrete, structural masonry, fire-resistant penetrations and joints, structural steel, steel joists and steel decking per the North Carolina Building Code. Our Special Inspectors are ICC certified for various Special Inspections which can be verified on the ICC website.

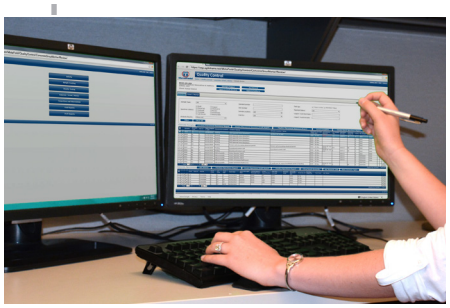
INNOVATIVE TECHNOLOGY AND COST-SAVING TECHNIQUES

ESP uses MetaField cloud-based technology to streamline the materials testing and reporting process. **MetaField allows for fast communication of results and enhanced tracking through the testing process—increasing project efficiency, value, and confidence in quality.**

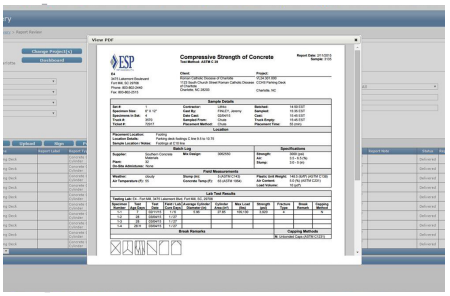
Our technicians are equipped with smart phones and/or tablets that can access ESP's MetaField website while at the project site. Testing results are uploaded immediately as data is entered using cloud technology and is readily accessible to our office staff and the client.



Field & Lab
All-digital data collection in field and lab.



Manager
Cloud-based storage for near instant review and quality control.



Client Reports
Quick-click electronic reporting delivers high quality and value.

REPORTING AND DISCREPANCY TRACKING

ESP understands that accurate and timely reporting is a top priority for any Special Inspection and testing project. Over the years, ESP has learned that our reporting process needs to be fluid as it relates to specific client and project needs.

FIELD REPORTS BY ESP STAFF ON SITE AT THE END OF EACH SITE VISIT

A — REPORTS WITHOUT DISCREPANCIES

Reports **without** discrepancies are delivered within 24 hours of inspection. Draft reports can be emailed directly via Metafield prior to leaving the site, if requested. Reports can be sent via:

A1 — **Email PDF Directly to specific, designated individuals**

A2 — **Establish a client portal through AgilePort (within Metafield) for deliverable storage**

A3 — **If a client utilizes a construction management (CM) software, ESP is happy to work with their system**

B — REPORTS WITH DISCREPANCIES

Inspection discovers non-compliant item or **discrepancy**? We immediately notify General Contractor or Construction Manager's on-site representative. Next? Three possible courses of action:

B1	Cost tracking, if necessary	**Item can be corrected while ESP is on-site**	Discrepancy notice not issued (unless + time or cost triggered)
B2	Coded Red Category to gain visibility	**Item can be corrected without design team clarification**	Notice issued to contractor on-site, then to design team after complete
B3	Coded (DPIRC) Design Professional in Responsible Charge	**Item requires (RFI) clarification from design team**	Notice issued to contractor on-site and to design team for clarification

Example of Discrepancy Report

ESP

DN # 1

DISCREPANCY NOTICE

Project Name: [redacted]
Project Number: AP27.315
Date of Inspection: 9/21/2022 **Date Notice Delivered:** 11/8/2022

Inspector: Jeremy Finley

Inspection Type(s): Compressive Strength Testing

Engineer of Record Review Required: [x] YES [ ] NO

Notice Delivered to: [x] Contractor [x] Owner's Representative
[x] Engineer of Record [x] Architect
[ ] Other

Area Inspected: Building P, Cast-in-place basement walls from 2B to BC

Discrepancies Observed:
The average 28-day compressive strength test results failed to achieve the required design strength of 4,500 psi. Average compressive strength test results were approximately 99% of the design strength. Test results were discussed with [redacted] and the 56-day testing was scheduled.

Engineer of Record Response (if required):

The 56-day compressive strength test results exceed the required design strength of 4,500 psi. Approved via email dated November 16, 2022 from [redacted]

Engineer of Record Initials: CH **Date:** 11/16/2022

DISCREPANCY RESOLUTION

Date Corrective Work Completed: 11/16/2022
Inspector Present:

Discrepancy Resolution Method:
[X] Repaired or Replaced in Accordance with Contract Documents:
Approved by [redacted] following the 56-day compressive strength test results.

[ ] Modified per Engineer of Record Recommendation:

Notice Delivered to: [X] Contractor [X] Owner's Representative
[X] Engineer of Record [X] Architect
[ ] Other

COMPLETED AND APPROVED
Inspector's Initials: JKG

DISCREPANCY REPORTS CAN BE DELIVERED VIA E-MAIL, CLIENT PORTAL, OR CM SOFTWARE

ESP Associates, Inc.
www.espassociates.com
800.960.7317
info@espassociates.com

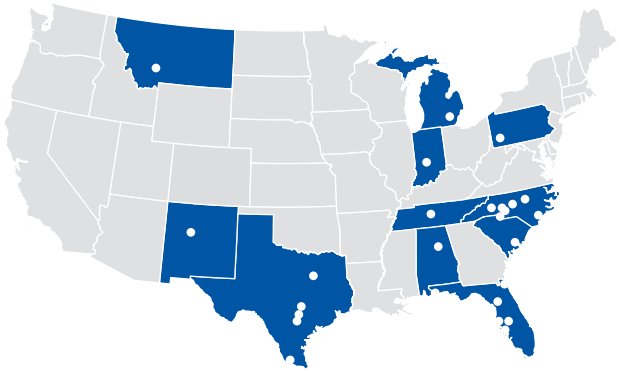
AFFILIATED SUBSIDIARIES

Vickrey & Associates, LLC
www.vickreyllc.com
210.349.3271
marketing@vickreyllc.com

Pickett and Associates, LLC
www.pickettusa.com
813.877.7770
info@pickettusa.com

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NEW MEXICO ALBUQUERQUE
PENNSYLVANIA PITTSBURGH
INDIANA INDIANAPOLIS
MICHIGAN ANN ARBOR
MONTANA BOZEMAN



June 2, 2023

Ms. Jody Farrow-Bennett
Rowan County
130 W. Innes Street
Salisbury, NC 28144

Reference: **PROPOSAL FOR SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES**
Rowan County On-Call
Rowan County, NC
ESP Proposal No. E4B-23483

Dear Ms. Farrow-Bennett:

ESP Associates, Inc. (ESP) appreciates the opportunity to submit this proposal to serve as the Special Inspection Firm for select portions of required special inspections for future projects. In addition, ESP will serve as the Independent Testing Laboratory (ITL) providing construction materials testing services, outside of the special inspection criteria, as requested by our client and/or in general accordance with project plans and specifications. This proposal outlines our anticipated scope of services and our "Fee Schedule" for our services.

PROJECT INFORMATION

The basis of this proposal is the original RFQ #2023-026 for Special Inspections and Testing and a letter from Rowan County Purchasing Department dated May 25, 2023 that indicated ESP was the number one selection based on qualifications. In addition, a cost proposal was requested in order to start negotiations.

Based on our experience with municipal projects we anticipate that special inspection services may be required for portions of the following operations:

- Steel Construction
- Concrete Construction
- Masonry
- Soils
- Sprayed Fire-Resistant Materials

A more detailed description of the inspections and testing are outlined below.

SPECIAL INSPECTION SCOPE OF SERVICES

The appropriate Special Inspector will perform the following special inspections services at the frequencies outlined in the Schedule of Special Inspections (SSI) and project documents when scheduled by others to perform the services. The results of our services will be reviewed in conjunction with the project documents for conformance.

Documentation and Reporting

- Prepare and provide copies of the required special inspections documentation to the project team and in accordance with local Code Enforcement Official's requirements after the pre-construction meeting (applies only to inspections for which ESP is performing Special Inspections).
- Participate in the pre-construction meeting and additional construction meetings applicable to special inspection items.
- Record applicable observations and test results in daily field reports.
- Document discrepancies of items within ESP's scope of services, as they relate to the SSI and project documents, with a "Discrepancy Notice" and maintain the "Discrepancy Log" status. The general contractor will be notified of discrepancies within ESP's scope of services in a timely manner.
- Prepare and submit summary reports of the services provided, including "Discrepancy Notices" and "Discrepancy Log."
- Prepare and submit a final summary report of the services provided, documenting the completion of required special inspections, including the final "Discrepancy Log."

Steel Construction

Structural Steel (Periodic/Continuous)

- Periodically…
  - review inspection and testing frequencies and qualifications/certifications of on-site welders.
  - observe steel frame during erection, including: bracing, member configuration and connection details.
  - observe identification markings of weld filler materials for conformance with the project documents.
  - monitor single-pass fillet welds less than 5/16-inch wide and welding and side-lap fastening of metal roofs and floor decks.
  - observe the welding of shear stud reinforcement.
  - observe the indemnification markings conform to ASTM standards specified and obtain material data sheets and manufacturer's certificates of compliance for bolts, nuts, and washers.
  - observe bolt installation for bearing-type connections.

- Continuously…
  - monitor complete and partial penetration groove welds, multi-pass fillet welds, and single-pass fillet welds greater than 5/16-inch wide.
  - monitor bolt installation for slip-critical connections.

Cold-Formed Steel (Periodic)

- Observe…
  - welded field connections for floor and roof deck.
  - temporary or permanent restraint/bracing for cold-formed steel trusses spanning 60 feet are installed in accordance with approved truss submittal package, if applicable.

Concrete Construction

Reinforced Concrete (Periodic/Continuous)

- Receive approved concrete mix designs from others and document that the appropriate mix is used during specific concrete placements.

- Periodically observe…
  - the reinforcing steel in the required structural members prior to concrete placements for type, size, placement, splicing, lap, and cleanliness.
  - concrete curing techniques.
  - anchors cast in concrete.
  - post-installed mechanical anchors.
  - formwork for dimensions of the concrete members.
  - the weldability of reinforcing steel.
- Continuously observe…
  - concrete placement for proper placement, consolidation and curing techniques.
  - post-installed adhesive anchors.
  - the welding of reinforcing steel.
- Observe concrete testing frequency and qualifications of concrete testing technician(s).
- Review concrete compressive strength test data prior to removal of shoring and forms for select structural components.

Masonry Construction (Periodic/Continuous)

NOTE: Does not include temporary bracing inspection.

- Receive approved mix designs for the mortar and grout and/or certificates of compliance for the masonry constituents from others.
- Periodically observe…
  - the size, layout, bonding and placement of the masonry units.
  - the preparation of on-site mixed mortar and grout.
  - protection techniques for construction of masonry below 40°F and above 90°F.
- Periodically/Continuously observe …
  - the construction of mortar joints during masonry construction.
  - prior to grouting, the size, grade, and placement of reinforcement and connection of masonry to structural frame.
- Continuously observe…
  - the placement of grout, confirming the cleanliness of grout space and the placement of reinforcing connectors.
  - the preparation of mortar and grout specimens and/or masonry prisms.

Soils (Periodic/Continuous)

- Periodically observe …
  - The structural building subgrades were prepared in general accordance with the project documents. Verification of pad locations and elevations are not a part of this scope.
  - unsuitable materials noted during our evaluation are removed prior to fill placement.
  - The soils encountered in the foundation excavations are similar to those for which the allowable design bearing pressure was recommended.
- Continuously observe …
  - approved fill materials are being used.
  - maximum lift thicknesses and soils testing frequency.
  - the tested in-place density of the compacted fill.

Sprayed Fire-Resistant Materials (Periodic)

- Review UL fire resistive design for each rated structural element for field application criteria.
- Observe …
  - pre-application condition of structural elements for temperature of element and ambient air and condition of element surface to receive sprayed fire-resistant material.
  - application process of sprayed fire-resistant materials for conformance to the manufacturer's approved written instructions.
- Review thickness and density measurements and adhesion/cohesion bond strength testing of the sprayed fire-resistant materials.

MATERIALS TESTING SCOPE OF SERVICES

During the course of construction, ESP proposes to periodically provide personnel to perform the following materials testing services in conjunction with our Special Inspection services. Our materials testing services will be summarized in periodic reports. During construction operations, there is often an overlap of special inspection and materials testing services. At times, both operations may be performed by the same individual. Whenever an overlap of requirements occurs, ESP will provide personnel that meet the more stringent qualification requirements.

Soils Evaluations and Testing

- Visually observe the exposed subgrades in structural areas and observe the proofrolling of these materials prior to proceeding with fill, aggregate base course and/or asphalt/concrete placement.
- Estimate undercut/rock quantities based on physical measurements obtained from the field.
- Perform…
  - laboratory Proctor compaction tests on representative fill soils.
  - laboratory testing (such as triaxial shear strength, liquid and plastic limits, and grain size analysis) in conjunction with Proctor tests to determine suitability of fill soils for use as fill and/or backfill in structures, roadways, modular retaining walls, etc.
  - in-place field density tests to measure the percent compaction achieved.

Foundation Evaluations

- Observe the excavated foundations for size, cleanliness and general orientation.
- Perform hand auger borings, supplemented with Dynamic Cone Penetrometer (DCP) testing, in order to evaluate the character and continuity of the near surface foundation bearing materials as they relate to the planned foundation bearing. DCP test results will be correlated to available geotechnical data, if geotechnical data is made available to ESP.

Concrete Testing

- Sample and test plastic concrete (including slump, air content, temperature, batch age, and unit weight) as required by the project documents.
- Mold and cure 4 x 8-inch and/or 6 x 12-inch cylindrical concrete test specimens (dependent on approved concrete mix design) for laboratory compressive strength testing.
- Return test specimens to our laboratory after casting.
- Perform and report laboratory curing and compressive strength testing.

Structural Masonry

- Obtain field samples of mortar and grout and prepare specimens for compressive strength testing.
- Obtain masonry block(s) and/or block prisms as provided by others for compressive strength testing.
- Perform…
  - sampling and testing as required by the project documents.
  - laboratory curing and compressive strength testing.
  - Flow rate and VSI for self-consolidating grout.

Structural Welding

- Perform…
  - non-destructive testing (i.e. ultrasonic, magnetic particle, or dye penetrant) of weld quality of full-penetration welds and field welds greater than 5/16 inch-wide in accordance with the project documents.
  - non-destructive testing, if requested, of any welds that have failed during visual weld inspection and are not corrected by other means.
  - ring testing for shear connectors with a 3 lb. hammer and periodic bend test on shear studs to at least 15 degrees.

Sprayed Fire-Resistant Material

- Perform…
  - thickness and density measurements and adhesion/cohesion bond strength testing of the sprayed fire-resistant materials at selected locations.
  - sampling and testing as required by the project documents.

Floor Surface Profile Measurements

- Determine surface profiles (i.e. floor flatness and levelness) of the floor slabs as required by the project documents.

Pavements

- Observe the proofrolling of…
  - subgrades prior to placement of base materials.
  - base materials prior to placement of asphalt or concrete.
- Perform…
  - in-place field density tests in base materials to measure compaction.
  - in-place field density tests in asphalt to measure compaction.
- Perform concrete testing as required by the project documents. Refer to the concrete testing section above for concrete testing scope of services.

INFORMATION ABOUT PERIODIC AND CONTINUOUS INSPECTION

Inspector Information

ESP proposes to offer periodic and/or continuous Special Inspection and/or testing services as outlined above. ESP relies on adequate scheduling by the Contractor(s) or designated client representative to perform the Special Inspections or testing services required by the project documents when the work product is ready for such inspection or service and prior to continuation or concealment of the work product.

ESP will not be responsible for any damages or consequences that are related to inadequate notice, improper scheduling, concealment of work to be inspected or work requiring continuous observation that is performed without our presence. ESP's services have inherent limitations with regard to the level of inspection performed. Despite the thoroughness of an evaluation, testing or Special Inspection program, non-compliant conditions may potentially remain undetected. As a result, the evaluation, testing or Special Inspection services provided by ESP do not constitute a guarantee or warranty that all non-compliance conditions will be detected and/or corrected.

Contractor Information

The Contractor must remain responsible for the work complying with the project documents. Evaluations, testing and/or Special Inspections in no way relieves any participant from the proper performance of work according to the contracts, plans, specifications and applicable building and safety codes. The Contractor(s) or designated client representative is responsible for providing ESP adequate notice to schedule our services to perform the Special Inspections or testing required per the project documents when the work product is ready for such inspection or service and prior to continuation or concealment of the work product. ESP also requests that the Contractor(s) provide access to "approved for construction" plans, specifications, submittals or RFI's to ESP site personnel.

ESP Scope Information

Any additional Special Inspections, materials testing or observations that are not specifically addressed in this proposal (including implied) are to be considered excluded services from this proposal. In no event will ESP or any of its personnel be responsible for accepting or rejecting the work performed by the contractor or have the authority to stop work. Neither ESP nor any of its employees or agents has any responsibility for the means, methods, techniques, operation or sequencing of construction or site safety.

COST OF SERVICES

Our fee for the above services will be provided at the hourly rates and unit rates shown on the attached "Fee Schedule." We understand that our rates attached to this proposal may be re-negotiated on an annual basis.

COMPENSATION

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

AUTHORIZATION

Our “Statement of Terms and Conditions” and “Fee Schedule” are attached and incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning both originals of this proposal to our office. By acceptance of this proposal, Client represents and warrants to ESP that Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one (1) original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

CLOSING

ESP appreciates the opportunity to provide Special Inspections and construction materials testing services for the referenced project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

ESP Associates, Inc.

Matthew J. Amick
Project Manager

D. Chad Sherman, PE
Department Manager

Attachments:
Fee Schedule (2201Q)
Statement of Terms and Conditions

ACCEPTED AS A CONTRACT BY AND BETWEEN:

_____ _____
Mr. Aaron Church, County Manager — Date
Rowan County

_____ _____
Ms. Jody Farrow-Bennett, Director of Purchasing — Date
Rowan County

_____ _____
Mr. Edward G. Horstkamp III, Executive Vice President — Date
ESP Associates, Inc.

ESP Associates, Inc.
Technical Services
Fee Schedule 2201Q

Engineering		
Project Manager I	**$**	**125.00**
Project Manager II	**$**	**135.00**
Project Manager III	**$**	**140.00**
Project Engineer I	**$**	**150.00**
Project Engineer II	**$**	**175.00**
Senior Project Engineer I	**$**	**200.00**
Administrative		
Administrative Assistant I	**$**	**75.00**
Special Inspections and Field Testing Services		
Metals Technician	**$**	**100.00**
DOT Roadway Certified Technician	**$**	**70.00**
Engineering Technician I	**$**	**52.00**
Engineering Technician II	**$**	**55.00**
Engineering Technician III	**$**	**60.00**
Senior Engineering Technician I	**$**	**65.00**
Senior Engineering Technician II	**$**	**70.00**
Senior Engineering Technician III	**$**	**80.00**
Senior Engineering Technician IV	**$**	**95.00**
Laboratory Testing Services		
Soils		
Natural Moisture Content, each	**$**	**19.00**
Atterberg Limits, each	**$**	**110.00**
Expansion Index Test, each	**$**	**200.00**
One-Dimensional Swell Test, each	**$**	**550.00**
Unit Weight and Moisture Determination, each	**$**	**75.00**
Grain Size (Wash 200 Sieve), each	**$**	**80.00**
Grain Size (W/Mechanical Sieve), each	**$**	**125.00**
Grain Size (with Hydrometer), each	**$**	**170.00**
Specific Gravity, each	**$**	**110.00**
Standard Proctor Compaction, each	**$**	**160.00**
Modified Proctor Compaction, each	**$**	**200.00**
ABC Stone Proctor (D.O.T.), each	**$**	**245.00**
ABC Stone Gradation (D.O.T.), each	**$**	**210.00**
California Bearing Ratio Tests (3 points, soaked)	**$**	**420.00**
Loss on Ignition, each	**$**	**65.00**
Triaxial Compression Tests*		
a. unconsolidated - undrained	**$**	**610.00**
b. consolidated - drained	**$**	**710.00**
c. consolidated - undrained with pore pressure	**$**	**915.00**
Permeability Testing (triaxial apparatus)	**$**	**525.00**
Consolidation Test, loaded to 8ksf	**$**	**775.00**
*For remolded samples, add	**$**	**120.00**
Unconfined Compression Test (soil), each	**$**	**250.00**

ESP Associates, Inc.
Technical Services
Fee Schedule 2201Q

Materials

Concrete cylinder compression test (6"x12"), each	$	22.00
Mortar cube compression test (2"x2"), each	$	25.00
Grout prism compression test (4"x4"x8"), each	$	32.00
Grout cube compression test (2"x2"x2"), each	$	25.00
Grout cylinder compression test, each	$	22.00
Masonry unit compression test, each	$	150.00
Masonry Net Area test, set	$	150.00
Masonry prism compression test (8" block), each	$	220.00
Masonry prism compression test (12" block), each	$	250.00
Masonry sample trimming, each	$	75.00
Concrete Core Compression test, each	$	75.00
Rock core compression test, each	$	350.00
Concrete sample trimming, each	$	20.00
Bulk specific gravity of asphalt, each	$	75.00
Core thickness determination, each	$	30.00
Rock sample trimming, each	$	50.00

There is a report and handling charge of $40.00/set for concrete cylinders made and delivered to ESP by client or contractor.
Notes with regard to field testing and inspection services:

A. Overtime rates will be 1.5 times the regular rate indicated for labor.
B. Overtime includes all time in excess of 8 hr. per day, before 6:00 am, after 7:00 pm, Saturdays, Sundays & Holidays
C. Minimum 4 hr. charge for Special Inspections and/or Field Testing Services
D. All rates are charged “portal to portal.”

Equipment

CaCl Kit	$	40.00
RH Meter	$	125.00
RH Probe	$	80.00
Kessler DCP Equipment	$	150.00
Double Ring Infiltrometer	$	75.00
Floor Flatness Equipment, each	$	150.00
NDT Equipment, per day	$	115.00
SFRM Adhesiion/Cohesion kit	$	40.00
Intumescent Fireproofing Thickness Gauge	$	125.00
SFRM Density Test	$	150.00
Nuclear Density Gauge, per day	$	50.00

Reimbursables

Mileage, per mile	$	0.70

Statement of Terms and Conditions

ATTACHMENT I

PREAMBLE: THIS CONTRACT CONTAINS LIMITATIONS OF WARRANTY AND LIABILITY, AMONG OTHER THINGS. YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND TO SEEK COUNSEL REGARDING ANY QUESTIONS YOU MAY HAVE RELATED TO THE LANGUAGE CONTAINED HEREIN.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing services and related labor, materials, and equipment. (herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services and agrees that such services and any additional services authorized by client, shall be governed by this Agreement.

CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the attached proposal each of which is incorporated into the other.

PAYMENT: Client will pay Consultant for services and expenses in accordance with the Contract Documents. The current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred by Consultant in collecting past due amounts shall be paid by the Client.

Consultant shall be paid in full for all services rendered under this agreement, including any additional services authorized by Client in excess of those stated in this Agreement.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

WARRANTY AND STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this warranty and standard of care obligation and Consultant is promptly notified in writing prior to ninety (90) days after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

This **Warranty And Standard Of Care** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

LIMITATION OF LIABILITY - Consultant and Client mutually agree that the services provided pursuant to this Agreement involve risks or liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of Consultant, its agents, employees and subcontractors whether in contract, tort including negligence (whether sole or concurrent) and strict liability, or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement **shall not exceed the total fees paid by Client or fifty thousand dollars, whichever is greater and such shall constitute liquidated damages**. At additional cost, Client may obtain a higher limit of liability prior to commencement of services. The additional cost is compensation to Consultant for increasing the Consultant's limit of liability. The additional cost is not an insurance cost. Consultant's consideration to Client for this limit of liability is specifically reflected in Consultant's fees for services under this Agreement as such fees are less than Consultant would be paid for services under an Agreement without a limitation of liability. **Client is cautioned that this is a limited liability Agreement limiting the liability of Consultant; therefore, Client is advised to carefully review Client's risk of liability related to this contract and address such risks through Client's insurance or other means.**

DISCLAIMER OF CONSEQUENTIAL DAMAGES - **In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including lost profits and loss of use**.

REPORTS - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the services provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents, and employees, all instruments of service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request that Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for Client but at Client's request such report is addressed to the stranger) to the instruments of service. Consultant reserves the right in its sole discretion to grant or deny Client's request and to charge additional fees for granting such a request. Such strangers and addressees receiving instruments of service shall as strangers to this Agreement have no recourse or basis for claim against Consultant and in consideration for receiving such, agree to look solely to Client as provider of the instruments of service. Client shall indemnify and hold harmless Consultant, its agents, employees and subcontractors from any stranger's use or costs, liabilities, claims and attorney's fees arising from any stranger's

use or reliance on instruments of services when such use or reliance is with Client's knowledge.

SAFETY - With respect to the performance of the Services, Consultant shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client, or third parties be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

CONFIDENTIALITY – Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative and to persons designated by the authorized representative to receive such information.

SAMPLES - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

INVENTIONS - Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Consultant or its employees during the term of this Agreement are and shall remain the sole and exclusive property of Consultant.

REPRESENTATIONS OF CLIENT - Client warrants and covenants that sufficient funds are available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-to-entry onto the project site and permission to perform the services included in this Agreement.

PROJECT SITE - Reasonable precautions will be taken to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold Consultant harmless from any claims and costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death and property liability including costs and attorney's fees resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of Consultant's services when the existence of such are not called to Consultant's attention in writing or the location not correctly identified in information furnished Consultant.

TERMINATION FOR CONVENIENCE - Upon written notice, Client or Consultant may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included herein.

UNFORESEEN OCCURRENCES - If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may; (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

DELAYS - Should completion of any portion of the Services be delayed for causes beyond the reasonable control of or without the fault or negligence of Consultant, the time for performance shall be extended for a period equal to the delay.

INSURANCE - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance. (2) Comprehensive Automobile Liability Insurance with limits of $1,000,000.00 Certificates can be issued upon request identifying details and limits of coverage.

INDEMNITY - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, to the extent caused by Client's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

NON-SOLICITATION - Client does hereby agree not to seek to influence any employee of Consultant to leave Consultant's employ and or become directly or indirectly an employee or representative for Client. Client further agrees that breach of this condition will cause Consultant substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Consultant shall have the right to seek specific performance and injunctive relief.

Statement of Terms and Conditions

ATTACHMENT I

CAPTIONS AND HEADINGS - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provisions of or scope or intent of this Agreement.

NO AMENDMENT/ WAIVER – This Contract may only be amended by the written agreement of the Consultant and the Client. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

LAW TO APPLY - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina., without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Should any provision of this Agreement be deemed unenforceable by any court of competent jurisdiction, those provisions deemed unenforceable shall be severed from the body of this Agreement, so that the primary intent of this Agreement shall remain intact.

INTERPRETATION -- Since both the Consultant and Client have reviewed this Contract, the normal rule of construction that any ambiguities in this Contract are to be resolved against the drafting party shall not apply.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same. TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

FORCE MAJEURE – In the event that either party is unable to carry out its obligations under this Agreement, wholly or in part, due to circumstance beyond its control, including without limitation, fire; explosions; floods; acts of God; war or other hostilities; civil commotion; governmental acts, orders or regulations; then upon giving prompt notice of force majeure to the other party, the party so affected shall be released without any liabilities on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of said obligations is prevented by circumstance of force majeure.

COMPLIANCE WITH LAW AND EEOC COMPLIANCE - During performance hereunder, and every activity connected herewith, the client/vendor shall comply fully with all applicable laws, ordinances, rules and regulations, and if requested and/or required, shall furnish evidence satisfactory to ESP of such compliance. In addition, client/vendor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR 60-1.4, 60-250 and 60-741.4, which are hereby incorporated by reference.

If applicable to this purchase order, subcontract, or bill of lading, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR § 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR 6--300) are hereby incorporated herein by reference. Further, if applicable, seller agrees to file Standard Form 100 (EEO-1) and the VETS-100A report. The contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ATTORNEYS FEES – Should Consultant deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Agreement, Consultant shall be entitled to recover reasonable attorneys' fees and costs.

MATERIAL FACT WITNESS – Should parties involved with Client's project become engaged in a claim in which ESP is not named, and ESP is required/requested to provide testimony, by deposition, or client request, regarding the contents of our work, ESP shall be compensated for ESP's time and materials (copies, shipping fee, etc.) as an additional service to our contract with Client. Our fees and expenses will be invoiced at our prevailing hourly and unit rates. Any request for Expert Witness services will be contracted under a separate agreement.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County
Request For Qualifications
Special Inspections & Testing
Fiscal Year 2023 - 2028

Firm Name	Qualifications of Firm and Key Personnel/Proximity	Availability	Experience with Similar Projects	Methodology	Sub-Total	References	Total	%	Ranking
	Max Score 20	Max Score 20	Max Score 30	Max Score 20	Max Score 90	Max Score 10	Max Score 100		Rank 1 - 5
Summit Engineering	16	18	18	18	70	18	88	88%	3
NOVA	20	18	20	18	76	18	94	94%	2
ESC Associates	20	19	20	18	77	20	97	97%	1
Kleinfelder	14	16	14	15	59	12	71	71%	4
Kfalcon Engineeering	12	10	18	18	58	15	73	73%	5
					0		0	0%	
					0		0	0%	

Comments / Notes:

ESP has been used sucessfully with ROCO in years jpast with project and seem to be a good selection. Located in Concord

NOVA provided similar services and located in the Charlotte Region

Summiit provided similar services

Rowan County
Request For Qualifications
Special Inspections & Testing
Fiscal Year 2023 - 2028

Firm Name	Qualifications of Firm and Key Personnel/Proximity	Availability	Experience with Similar Projects	Methodology	Sub-Total	References	Total	%	Ranking
	Max Score 20	Max Score 20	Max Score 30	Max Score 20	Max Score 90	Max Score 10	Max Score 100		Rank 1 - 5
Summit Engineering	15	18	18	18	69	15	84	84%	**3**
ESP Associates	20	18	20	18	76	20	96	96%	**1**
NOVA	20	18	20	18	76	18	94	94%	**2**
Kleinfelder	12	15	12	15	54	12	66	66%	**5**
Falcon Engineering	10	10	18	18	56	15	71	71%	**4**
					0		0	0%	
					0		0	0%	

Comments / Notes: ESP is familiar with Rowan County Projects and would be a good fit.
NOVA provided similar services for other local governments and could help with Roofing inspections.

Rowan County
Request For Qualifications
Special Inspections & Testing
Fiscal Year 2023 - 2028

Firm Name	Qualifications of Firm and Key Personnel/Proximity	Availability	Experience with Similar Projects	Methodology	**Sub-Total**	References	**Total**	**%**	**Ranking**
	Max Score 20	Max Score 20	Max Score 30	Max Score 20	Max Score 90	Max Score 10	Max Score 100		Rank 1 - 5
ESP Associates, Inc.	20	20	30	20	90		90	90%	
Falcon Engineering	18	15	20	18	71		71	71%	
Kleinfelder	18	18	28	20	84		84	84%	
Nova	20	20	30	20	90		90	90%	
Summit	18	19	28	18	83		83	83%	
					0		0	0%	
					0		0	0%	

Comments / Notes:

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: Sarah Pack, Clerk to the Board
DATE: 6/5/23
SUBJECT: Agenda Addition - Updated KMD Construction Contract

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/6/2023	Cover Memo

NORTH CAROLINA
ROWAN COUNTY

CONTRACT

THIS CONTRACT, made and entered into this 1 day of June, 2023, by and between Rowan County, North Carolina (hereinafter referred to as "COUNTY"), party of the first part; and KMD Construction, LLC. (hereinafter referred to as "CONTRACTOR"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the services of the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the services to the COUNTY in accordance with the terms of this Contract, time being of the essence.

SERVICES TO BE PROVIDED

The CONTRACTOR shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

NEW CORPORATE AND BOX HANGARS
MID-CAROLINA REGIONAL AIRPORT

Specifications and Contract Documents:

- **a.** Project Plans prepared by Talbert, Bright & Ellington, Inc. dated January 27, 2023
- **b.** Instructions to Bidders
- **c.** General Conditions, including any Supplementary General Conditions
- **d.** Project Special Provisions
- **e.** Technical Provisions (Construction Details)
- **f.** Proposal Accepted as modified in the amount of **$17,369,522.80**
- **g.** Performance and Payment Bond
- **h.** Addendum Nos. 1 through 5
- **i.** Contract
- **j.** Contract Modifications

Hereinbefore and hereinafter, the above-listed plans, specifications, and contract documents shall be collectively referred to as "Contract."

SUBCONTRACTING AND ASSIGNMENT

CONTRACTOR shall not assign all or any portion of this Contract, including rights to payments, to any other party without the prior written consent of the COUNTY.

TERM OF CONTRACT

The term of this contract shall be as outlined in the Project Plans and Specifications.

The CONTRACTOR shall commence the work to be performed under the Contract not later than the date set by the COUNTY in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

PAYMENT TO CONTRACTOR

The amount to be paid by the COUNTY shall not exceed the following:

ORIGINAL PROPOSAL:	$ 17,369,522.80
TOTAL ADDITIONS:	$ 0
TOTAL DEDUCTIONS:	$ 0
CURRENT CONTRACT AMOUNT:	$ 17,369,522.80

The COUNTY hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

The COUNTY shall make partial payments to the CONTRACTOR on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the COUNTY until all work has been performed strictly in accordance with this Contract.

Neither final payment nor any remaining retained percentage shall become due *until thirty (30) days* after all the following have occurred:

b. The CONTRACTOR completes all work covered by this Contract;

c. The COUNTY accepts such work; and

d. The CONTRACTOR submits to the COUNTY evidence satisfactory to the COUNTY that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied to the extent CONTRACTOR has received payment from the COUNTY. COUNTY may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances.

e. The CONTRACTOR submits to COUNTY a certificate evidencing that insurance *required by the Contract Documents* is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the COUNTY;

f. The CONTRACTOR submits a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period *required by the Contract Documents*; and

g. The surety, if any, consents to final payment.

It is further mutually agreed between the CONTRACTOR and the COUNTY hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the CONTRACTOR shall, at COUNTY'S expense, within five days after the receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be in a manner and form satisfactory to the COUNTY.

WARRANTY

The CONTRACTOR hereby guarantees all materials and workmanship for a period of one (1) year from the date at final acceptance of all items of work set forth under this Contract.

RELATIONSHIP OF THE PARTIES

The CONTRACTOR shall operate as an Independent Contractor. COUNTY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the COUNTY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Contract. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the COUNTY. The COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at

its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing.

CONFIDENTIALITY

The CONTRACTOR shall use any and all information obtained from COUNTY or the Architect as a result of its Performance of its duties under this Contract solely in furtherance of said Performance. CONTRACTOR shall ensure that it, its agents or assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than Performance of this Contract. CONTRACTOR ensures that every reasonable attempt to mitigate any such disclosure of confidential information is made.

LICENSURE AND CERTIFICATION

The CONTRACTOR shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Contract. The CONTRACTOR shall insure that all personnel engaged in work under this Contract shall be fully qualified and shall be authorized under state and local law to perform the services under this Contract. The CONTRACTOR shall further obtain and file with COUNTY the appropriate IRS form W-9.

INSURANCE

The CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the Rowan County Finance Director. Should said Certificate of Insurance expire prior to the termination of this contract, CONTRACTOR shall supply to the COUNTY an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability $500,000 bodily injury, $500,000 bodily injury by disease, and $500,000 by disease policy limit.

Commercial General Liability of not less than $1,000,000 General Aggregate Limit (Other than Products-Completed Operations), $1,000,000 Products-Completed Operations Aggregate Limit, $1,000,000 Personal and Advertising Injury Limit, $1,000,000 Each Occurrence Limit, and $100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For Automobile Liability the limits shall not be less than $1,000,000 each person, $1,000,000 each occurrence of bodily injury liability, and $1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than $2,000,000 or $1,000,000 with an umbrella policy of $1,000,000 per occurrence.

All insurance companies must be licensed in North Carolina and be acceptable to the COUNTY. Insurance policies, **EXCEPT** Workers' Compensation, shall be endorsed (1) to show Rowan County as additional insured, as their interests may

appear and (2) to amend cancellation notice to thirty (30) days, pursuant to North Carolina law. Certificates of Insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Rowan County Finance Director by certified mail."

The Certificate Holder should be listed as:

Rowan County
Purchasing Department
130 W. Innes Street
Salisbury, NC 28144

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Valerie Steele, Airport Director
3670 Airport Loop Road
Salisbury, NC 28147

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the COUNTY may be considered.

Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless Rowan County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the CONTRACTOR or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of Rowan County. It is the intent of this section to require the CONTRACTOR to indemnify Rowan County to the extent damage is caused by CONTRACTOR.

NON-APPROPRIATION

CONTRACTOR acknowledges that COUNTY is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of COUNTY's obligations under this contract, then this contract shall automatically expire without penalty to COUNTY thirty (30) days after written notice to CONTRACTOR of the unavailability and non-appropriation of public funds. It is expressly agreed that COUNTY shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the COUNTY's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects COUNTY 's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to COUNTY upon written notice to CONTRACTOR of such limitation or change in COUNTY 's legal authority. Notwithstanding the termination or expiration of this contract, the COUNTY shall pay CONTRACTOR for all Work completed by CONTRACTOR.

TERMINATION

Should the COUNTY be notified by, or reasonably determine that, the CONTRACTOR is unable to substantially comply with the terms of this Contract the COUNTY may, at its discretion, immediately terminate this Contract and withhold any and all monies owed to the CONTRACTOR except those owing up to the date of termination. Either Party may cancel this Contract should the other party be in Breach of the Contract if, after twenty-one (21) days has passed and the Breaching Party has been notified of such Breach, the Breach has not been cured by the Breaching Party.

Further, COUNTY shall, upon thirty (30) days written notice to CONTRACTOR, be permitted to withdraw from and cancel this Contract.

ACCESS TO AND RECORD RETENTION

CONTRACTOR agrees to maintain all records of or related to the SERVICES set out in this Contract for seven (7) years and shall, upon the COUNTY 's request, provide the COUNTY with, or access to, said records.

SEVERABILITY

If any provision of the Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

FORCE MAJEURE

Neither Party shall incur any liability to the other if its performance of any obligation under this Contract is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority Notwithstanding, no change in any law, rule, regulation, or ordinancy of COUNTY, shall apply to this Section; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this Contract is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this Contract. If the performance by a party of any [material] obligation under this Contract is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of thirty (30) days, the other party may terminate this Contract by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this Contract.

HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

NON-WAIVER

The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. Unless prohibited by law, all actions relating in any way to this Contract shall be brought solely in the General Court of Justice of the State of North Carolina sitting in Rowan County or, where applicable, the United States District Court of the Middle District of North Carolina.

E-VERIFY COMPLIANCE

If CONTRACTOR is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR also agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to North Carolina General Statute § 147-86.59, CONTRACTOR hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, CONTRACTOR hereby certifies that it shall not utilize any subcontractor in the performance of this Contract that is identified on said List.

ENTIRE AGREEMENT

The CONTRACTOR and the COUNTY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by tele-facsimile signatures of the parties to this Contract. Unless and until further modified, this Contract shall consist of this document and the following attachments or addenda:

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have set their hands as of the day and year first above written and state that they have read and understand the terms herein and freely and voluntarily enter into this Contract and that without further proof or accounting thereof, it shall be deemed an original contract.

ROWAN COUNTY
(COUNTY)

By: _____

Date: _____
(Mailing Address)
130 W. Innes Street
Salisbury, NC 28144

KMD CONSTRUCTION, LLC
(CONTRACTOR)

By: _____

Date: 6.1.23
(Mailing Address)
1001 Old West Innes Street
Salisbury, NC 28144

Federal Tax ID#: 56-2275033

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

_____
FINANCE DIRECTOR

PERFORMANCE BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

KMD CONSTRUCTION, LLC
1001 OLD WEST INNES STREET
SALISBURY, NC 28144

as Principal, hereinafter called Contractor and _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144

hereinafter called OWNER, in the amount of Seventeen Million, Three Hundred Sixty-Nine Thousand, Five Hundred Twenty-Two Dollars and Eighty Cents ($17,369,522.80), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated _____, 2023 entered into a Contract with OWNER for the **NEW CORPORATE AND BOX HANGARS** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this _____ day of_____, 2023.

BY: KMD CONSTRUCTION, LLC.

Kyle M. Davis

Contractor

Kyle M. Davis

Name *(Seal)*

MANAGER

Title

BY:

Principal

Surety

Name *(Seal)*

Title

WITNESS:

Crystal N Davis

WITNESS:

BY:

_____*(Signature)*

Licensed Resident Agent

_____*(Typed)*

Licensed Resident Agent

_____*(Street Address)*

_____*(City / State / Zip Code)*

_____*(Telephone Number)*

LABOR AND MATERIAL PAYMENT BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

KMD CONSTRUCTION, LLC
1001 OLD WEST INNES STREET
SALISBURY, NC 28144

as Principal, hereinafter called Principal, and _____, a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, in the amount of Seventeen Million, Three Hundred Sixty-Nine Thousand, Five Hundred Twenty-Two Dollars and Eighty Cents ($17,369,522.80), forthe payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated _____, 2023 entered into a contract with OWNER for the **NEW CORPORATE AND BOX HANGARS** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.

   b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this _____ day of_____, 2023.

BY: KMD CONSTRUCTION, LLC.

_____

Contractor

KYLE M. DAVIS

_____

Name *(Seal)*

MANAGER

_____

Title

BY:

_____ Principal

Surety

_____

Name *(Seal)*

_____

Title

WITNESS:

Crystal M Davis

WITNESS:

_____

BY:

_____*(Signature)*

Licensed Resident Agent

_____*(Typed)*

Licensed Resident Agent

_____*(Street Address)*

_____*(City / State / Zip Code)*

_____*(Telephone Number)*

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 6/5/23
SUBJECT: Agenda Addition - Conditional District Rezoning Request for West End Plaza

---

ATTACHMENTS:

Description	Upload Date	Type
Rezoning	6/6/2023	Cover Memo

City of Salisbury
Development Services
132 North Main Street
Salisbury, NC 28144
E: 1stop@salisburync.gov
Ph. 704.638.5208

CONDITIONAL DISTRICT REZONING APPLICATION

SHADED AREAS FOR STAFF USE ONLY

FILING DATE	
CASE #	

CD MASTER PLAN ADOPTION	**$1,200**
CD MASTER PLAN AMENDMENT	**$900**
CD MASTER PLAN REVISION	**$50**

** FEES PER CITY OF SALISBURY BUDGET ORDINANCE*

☐ **CD Master Plan Adoption (LDO Sec. 15.23)**
☐ **CD Master Plan Amendment (LDO Sec. 15.23.E)**
■ **CD Master Plan Revision (LDO Sec. 15.23.F)**

A petition for a CD Master Plan must be submitted by the property owner(s) of all land included in the petition. An owner representative must submit an affidavit authorizing representation. Multiple owners shall be listed on a separate sheet with ownership corresponding to all parcels included in the petition.

Submittal Requirements:

☐ **Plan Review Payment (check, charge)**
■ **Plan Submittal (1 e-set in Adobe PDF)**

PROJECT INFORMATION

Property Address or location: 1935 Jake Alexander Boulevard, Salisbury NC 28147

Project Title: West End Plaza - Agricultural Center Renovations **PID:**

Present Use: Retail/Mercantile/ Government Services **Proposed Use:** Government Services/Meeting Facility

Total Acreage: 27 acres **Project/Disturbed Acreage:** 4.5 acres

Petitioner: ADW Architects **Representative:** Jonathan C. Koricke, R.A.

Address: Six Coliseum Centre, 2815 Coliseum Centre Drive, Suite 500, Charlotte NC 28217 **Phone:** 704.749.5588 **Email:** jkoricke@adwarchitects.com

Owner(s): Rowan County

Address: 130 W Innes St. Salisbury NC 28144 **Phone:** 704.216.7818 **Email:** don.bringle@rowancountync.gov

Provide overall project built-upon area (%) for NPDES determination: N.A. (existing building)
(applicable for projects over 1 acre or part of a larger common plan of development - Sec. 9.6)

Will the project require voluntary annexation? ☐ **Yes** ■ **No**

Will the project involve installation of a new public or private fire line? ☐ **Yes** ■ **No**

Will the project require water or sewer extensions? ☐ **Water** ☐ **Sewer** ■ **Neither**

SIGNATURE

By signing this petition you understand that this petition will be forwarded to the Planning Board (a City Council-appointed board) who may hear statements from staff, the petitioner, and general public, and will then vote to make a Statement of Consistency and recommendation to City Council. The petition will then be forwarded to City Council who will conduct the official public hearing before casting a deciding vote. (Use a separate sheet of paper for multiple owners.)

Petitioner(s): Jonathan C. Koricke Jonathan C. Koricke, R.A./ADW Architects

Owner(s):

Application Last Revised: MAY, 2022

PROJECT PLANNING CHECKLIST

Pursuant to LDO Sec. 16.3, a Master Plan set (*prepared by a licensed design professional with the appropriate statutory authority*) must include the Site Plan, an Illustrative Landscape Plan, Building Design Plans, and other plans or documentation where applicable.

All plans must show or provide the following information where applicable; however, per Sec. 15.4, the Administrator may waive specific application requirements in certain situations:

Site Plan Information:		DONE	N/A
Project Title, property owner(s), developer(s), etc. & date of plan	(16.3.B, C, & I)	X	
Vicinity Map	(16.3.A)	X	
Boundary Survey & Limits of Construction	(16.3.D & P)	X	
Original / Proposed contours at max. 2-ft intervals	(16.3.F)		X
Any portion within Watershed Protection Area	(16.3.M)		X
Corporate Limits & ETJ boundaries, where applicable	(16.3.R)		X
Phase Lines	(16.3.S)		X
Floodplain, Floodway, Jurisdictional Wetlands, and/or streams, where applicable	(16.3.T)		X
Site Calculations (acreage, open space, parking, # units, GFA, etc.)	(16.3.E)		X
Scale, denoted graphically & numerically	(16.3.G)	X	
Any required Certification Statements	(16.3.H)		X
Zoning District of project area and adjacent properties (Include PID of each parcel)	(16.3.J)	X	
Location, dimensions & setbacks of all lots & buildings	(16.3.L)	X	
Location of all parking & loading areas with striping and dimensions	(16.3.L)	X	
Location of all existing & planned streets & alleys with dimensions	(16.3.L)		X
Location of all existing & planned (o & u) utilities and associated easements	(16.3.L)	X	
Location of all recreational open spaces & other site reservations	(16.3.L)	X	
Location of all required NPDES Best Management Practices (BMPs), if required	(16.3.N)		X
Cross-sections of proposed streets & alleys	(16.3.O)		X
Location of, including details and screening, solid waste containment		X	

Illustrative Landscape Plan Information (must be provided in color):	DONE	N/A
Location and type of existing plants/trees and areas to remain natural	X	
Illustrative planting plan exhibiting complete landscaping of the site at maturity	X	

Building Design Plans Information (Sec. 16.11):	DONE	N/A
All exterior wall elevations (for proposed structures or additions)	X	
Photos of existing conditions and all existing structures	X	
Building materials schedule (samples may be provided)	X	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner, Finance Director
DATE:	06/05/2023
SUBJECT:	Financing for Airport Hangars

Attached you will find the Installment Financing Contract, Security Agreement and Approving Resolution for the new airport hangars. These items require approval from the Board of Commissioners prior to the LGC meeting on June 6, 2023 for financing approval. The total amount to be financed is $17,438,000, of which $9,311,000 will be taxable and $8,127,000 will be tax-exempt. The taxable loan will have an interest rate of 4.39% and the tax exempt loan of 3.62%

Final approval for this contract is dependent on LGC approval on June 6, 2023.

Attachments:
Approving Resolution
Transcript List
Installment Financing Agreement
Security Agreement
Form 8038
Tax Certificate
Incumbency Certificate
Investor Letter
LGC Minutes - Draft

Authorize the County Manager and Finance Director to sign Installment Financing Contract and Security Agreement with JP Morgan for the financing of the airport hangars.
And
Authorize the Finance Director to set an account to accept the loan proceeds.

ATTACHMENTS:

Description	Upload Date	Type

Approving Resolution	5/25/2023	Cover Memo
Transcript List	5/24/2023	Cover Memo
Installment Financing Contract	5/25/2023	Cover Memo
Security Agreement	5/25/2023	Cover Memo
Form 8038	5/25/2023	Cover Memo
Incumbency Certificate	5/25/2023	Cover Memo
Tax Certificate	5/25/2023	Cover Memo
Investor Letter	5/25/2023	Cover Memo
LGC-Minutes-Draft	5/25/2023	Cover Memo

BOARD OF COMMISSIONERS
OF THE
COUNTY OF ROWAN, NORTH CAROLINA

Excerpt of Minutes
of Meeting of
June 5, 2023

Present: Chairman Edds presiding, and Commissioners _____

_____

Absent: _____

* * * * * * * * * *

Commissioner _____ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF NEW AIRPORT HANGARS AT MID-CAROLINA REFIONAL AIRPORT

WHEREAS, the Board of Commissioners (the "Board") of the County of Rowan, North Carolina (the "County") desires to finance the cost of the acquisition, construction and equipping of new airport hangars at the Mid-Carolina Regional Airport (the "Project"); and

WHEREAS, the County desires to finance the Project by executing and delivering an installment financing contract, as authorized under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, the County sent out a request for proposals to a number of banks relating to the financing on May 2, 2023; and

WHEREAS, JPMorgan Chase Bank, N.A. (the "Bank") submitted a proposal to the County dated May 4, 2023 (the "Proposal"), pursuant to which the Bank shall enter into an installment financing contract with the County in the amount of up to $17,438,000 (the "Contract") to finance the Project, and to pay certain costs associated with the financing, to be secured by a security agreement that creates a security interest in the Project for the benefit of the Bank (the "Security Agreement"); and

WHEREAS, on May 15, 2023, the Board held a public hearing regarding financing the Project through the execution and delivery of an installment financing contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the "Board of Commissioners"), as follows:

1. The Board of Commissioners hereby accepts the Proposal, and authorizes and directs the Chairman, the County Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Contract and the Security Agreement on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County to the Contract and the Security Agreement and to attest the same.

2. Each of the County Manager and other appropriate officers of the County is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution, the Contract and the Security Agreement, and the acquisition, construction, and financing of the Project.

3. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.

4. This resolution shall take effect immediately.

Commissioner _____ moved the passage of the foregoing resolution and Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Not voting: Commissioners _____

* * * * * * *

I, Sarah Pack, Clerk for the Board of Commissioners of County of Rowan, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting duly called and held on June 5, 2023, as it relates in any way to the resolutions hereinabove referenced and that such proceedings are recorded in the minutes of the Board. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the County is on file in my office.

WITNESS my hand and the official seal of the County this 5th day of June, 2023.

Sarah Pack, Clerk
Board of Commissioners
County of Rowan, North Carolina

(SEAL)

$17,438,000
Rowan County, North Carolina
Installment Financing Contract & Security Agreement

June 13, 2023

Transcript List

1. Installment Financing Contract
2. Security Agreement
3. Evidence of LGC Approval, including minutes
4. Affidavits of Publication of Notices of Public Hearing published May 4, 2023 and May 7, 2023
5. Findings Resolution adopted May 15, 2023, including Certificate and Summary of Public Hearing held May 15, 2023
6. Approving Resolution adopted June 5, 2023
7. Incumbency and Authorization Certificate of the County
8. Tax Certificate
9. 8038-G, with evidence of filing
10. Investor Letter (JPMorgan Chase Bank, N.A.)
11. Opinion of McGuireWoods LLP
12. Opinion of County Attorney
13. Closing Memorandum
14. Joint Legislative Letter

INSTALLMENT FINANCING CONTRACT

Dated as of June 13, 2023

between

COUNTY OF ROWAN, NORTH CAROLINA

and

JPMORGAN CHASE BANK, N.A.

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INSTALLMENT FINANCING CONTRACT

This INSTALLMENT FINANCING CONTRACT, dated as of June 13, 2023 (the "Contract"), between the COUNTY OF ROWAN, NORTH CAROLINA, a political subdivision duly created and validly existing under the laws of the State of North Carolina (the "County"), and JPMORGAN CHASE BANK, N.A., a national banking association (the "Lender");

WITNESSETH:

WHEREAS, the County is a political subdivision duly created and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the County may finance the acquisition of certain improvements and equipment by contracts that create in such improvements and equipment a security interest to secure repayment of the moneys advanced or made available to acquire or improve such equipment;

WHEREAS, after due consideration, the Board of Commissioners of the County has determined to finance the cost of the acquisition, installation and equipping of new airport hangars at the Mid-Carolina Regional Airport as more particularly described herein and in Exhibit A to the Security Agreement (hereinafter defined) (the "Equipment");

WHEREAS, in order for the County to obtain the funds to finance the Equipment, the County has determined to enter into this Contract whereby the Lender will advance funds to the County to be applied, together with any other available funds, to (a) pay the costs of the Equipment and (b) pay certain financing costs relating thereto, and the County will repay such advancement with interest in installments pursuant to the terms of this Contract;

WHEREAS, as security for the performance of its obligation under this Contract, including the payment of the installment payments hereunder, the County will execute and deliver a Security Agreement dated as of June 13, 2023 (the "Security Agreement"), for the benefit of the Lender, pursuant to which the County will grant the Lender a security interest in the Equipment;

WHEREAS, the Lender is willing to advance moneys to the County for the purpose of financing the costs of the Equipment, and the County is willing to repay the moneys so advanced by the Lender in installments as more fully provided herein; and

WHEREAS, the County and the Lender have each duly authorized the execution and delivery of this Contract.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words "hereby", "herein", "hereof", "hereto", "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Article, Section or subsections hereof. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subsections of this Contract unless some other reference is indicated.

"Act" means Section 160A-20 of the General Statutes of North Carolina, as amended.

"Advancement" means $17,438,000, of which $9,311,000 will be a taxable loan (the "Taxable Advancement") and $8,127,000 will be a tax-exempt loan (the "Tax-Exempt Advancement"), as described in Exhibits A-1 and Exhibit A-2 attached hereto, respectively

"Board of Commissioners" means the Board of Commissioners of the County.

"Closing" means the date on which the County executes and delivers this Contract, and the Lender makes the Advancement to the County.

"Closing Costs" means and further includes all items of expense directly or indirectly payable by or reimbursable to the County relating to the financing of the Equipment, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

"Contract" means this Installment Financing Contract, including any amendment or supplement hereto.

"County" means the County of Rowan, North Carolina, a political subdivision duly created and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successors or assigns.

"Default Rate" means the interest rate applicable to the Tax-Exempt Advancement or the Taxable Advancement, as applicable, plus 4.0% per annum.

"Enforcement Limitation" means the provisions of the Act that provide that no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under this Contract.

"Equipment" means, collectively, (a) all vertical improvements, structures, building materials, supplies, furniture, fixtures, and equipment making up the County's 17,400 square foot public safety hangar (the "Public Safety Hangar") acquired, constructed and installed with the proceeds of the Tax-Exempt Advancement, and (b) all vertical improvements, structures, building materials, supplies, furniture, fixtures, and equipment making up the County's 20,600 square foot corporate hangar, and three 3,900 square foot box hangars acquired, constructed and

installed with the proceeds of the Taxable Advancement, all located at the Mid-Carolina Regional Airport.

"Event of Nonappropriation" means (a) the failure by the Board of Commissioners to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Contract coming due in the next ensuing Fiscal Year or (b) the Board of Commissioners' deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a) above. In the event that during any Fiscal Year, any additional payments shall become due that were not included in the County's current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the County to the Lender to such effect.

"Fiscal Year" means the period beginning on July 1 of any year and ending on June 30 of the following year.

"Installment Payment Date" means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit A.

"Installment Payments" means, collectively, the Tax-Exempt Installment Payments required to be made by the County with respect to the Tax-Exempt Advancement and the Taxable Installment Payments required to be made by the County with respect to the Taxable Advancement as described in Section 4 of this Contract and in the Payment Schedule.

"Investment Obligation" means any security or investment authorized by Section 159-30 of the General Statutes of North Carolina, as may be amended from time to time, or any substitute or successor statute.

"Lender" means JPMorgan Chase Bank, N.A., a national banking association, and any of its successors or assigns.

"Net Proceeds" means any proceeds of insurance paid with respect to the Equipment remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Payment Schedule" means, collectively, the documents labeled "Payment Schedule – Taxable" and "Payment Schedule – Tax-Exempt" attached hereto as Exhibit A-1 and Exhibit A-2, respectively, and incorporated herein by reference, which describe the County's Installment Payments.

"Permitted Encumbrances" means, and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord's, warehouseman's, carrier's, worker's, vendor's, mechanic's and materialmen's liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than 60 days from the filing thereof; (c) attachments remaining undischarged for not longer than 60 days from the making thereof; (d) the lien created by the Security Agreement; (e) this Contract and (f) any lease of the Equipment permitted by Section 8.2(b).

"Prepayment Premium" means the sum of the differences between (a) the interest component of each scheduled Installment Payment which would have been made on the prepaid principal component of such Installment Payments if such prepayment had not occurred and (b) the corresponding fixed-rate interest component of such Installment Payments which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the date of such prepayment (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lender shall be deemed to have entered into when the prepaid amount was originally funded and taking into account whether such prepaid amount was part of the Taxable Advancement or the Tax-Exempt Advancement, with each such difference discounted to a present value as of the date of prepayment using the fixed interest rate of the Replacement Swap as the applicable discount rate. The County acknowledges that the Lender might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Contract. All calculations and determinations by the Lender of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

"Security Agreement" means the Security Agreement dated as of June 13, 2023, from the County for the benefit of the Lender.

"State" means the State of North Carolina.

SECTION 1.2. Exhibits. The following exhibits are attached to, and by reference made a part of, this Contract:

Exhibit A-1	Installment Payment Schedule – Taxable
Exhibit A-2	Installment Payment Schedule – Tax-Exempt
Exhibit B	Final Acceptance Certificate
Exhibit C	Form of Self-Insurance Letter

ARTICLE II
REPRESENTATIONS OF THE COUNTY AND THE LENDER

SECTION 2.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants to the Lender as follows:

(a) The County is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the County to (i) execute and deliver this Contract and the Security Agreement, (ii) enter into the transactions contemplated thereby and (iii) carry out its obligations thereunder.

(c) The County has duly authorized and executed this Contract and the Security Agreement in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Contract or the Security Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract, the Security Agreement and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the County challenging the validity or enforceability of this Contract, the Security Agreement or any other documents relating hereto and the performance of the County's obligations hereunder and thereunder.

(g) The County is not in violation of any laws or regulations relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the "Patriot Act"). Specifically, the County (i) is not an entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) is not an entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) is not an entity with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) is not an entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) is not an entity that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of persons or entities issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list. The County does not and will not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any blocked or prohibited person or entity described in the preceding sentence or deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or the Patriot Act.

(h) The County acknowledges and agrees that this transaction is an arm's-length commercial transaction between the County and the Lender. In connection with this transaction, the Lender is acting solely as a principal and not as the County's agent, advisor or fiduciary. The Lender has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between the County and the Lender shall be deemed to create an advisory, fiduciary or agency relationship between the County and the Lender in

respect of this transaction. The County has consulted its own legal and other advisors to the extent it has deemed appropriate.

SECTION 2.2. Representations, Covenants and Warranties of the Lender. The Lender represents, covenants and warrants to the County as follows:

(a) The Lender is a national banking association and has the requisite power and authority to enter into this Contract.

(b) Neither the execution and delivery of this Contract nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Lender or any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound.

ARTICLE III
ADVANCEMENT

SECTION 3.1. Advancement. In consideration of the covenants, warranties and representations contained herein, and in consideration of the County's agreement to repay the moneys advanced hereunder and interest thereon, the Lender hereby agrees to advance to the County at Closing moneys in the aggregate amount of $17,438,000 (the "Advancement"), of which $9,311,000 will be a taxable loan (the "Taxable Advancement") and $8,127,000 will be a tax-exempt loan (the "Tax-Exempt Advancement"). The proceeds of the Taxable Advancement will be used to pay the costs of the Taxable Equipment and related Closing Costs. The proceeds of the Tax-Exempt Advancement will be used to pay the costs of the Tax-Exempt Equipment and related Closing Costs. The proceeds of the Taxable Loan Advancement and the Tax-Exempt Advancement will be disbursed by the Lender in accordance with the closing memorandum delivered in connection with the execution and delivery of this Contract.

SECTION 3.2. Acquisition of Equipment. The County shall enter into one or more contracts or purchase orders providing for the acquisition and installation of the Equipment substantially as described herein.

SECTION 3.3. Reliance of the Lender on Documents. The Lender may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lender shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Lender's duties hereunder shall be limited to the receipts of such moneys, instruments or other documents received by it as the Lender, and for the disposition of the same in accordance herewith.

SECTION 3.4. Disclaimer of the Lender. The County acknowledges and agrees that the design of the Equipment has not been made by the Lender, and the Lender has not supplied any plans or specifications with respect thereto and that the Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advance nor taken any other action with respect to (i) the

choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the County intends therefore, or (iii) is safe in any manner of respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE COUNTY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE COUNTY OBTAINS FROM THE LENDER PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE COUNTY, TO PAY THE COST OF ACQUIRING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE COUNTY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE LENDER ARE HEREBY WAIVED BY THE COUNTY.

ARTICLE IV
REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

SECTION 4.1. Repayment of the Advancement.

(a) The County shall repay the Taxable Advancement, with interest, computed at the rate of 4.390% per annum, in installments due at the times and in the amounts set forth in Exhibit A-1 (the "Taxable Installment Payments").

(b) The County shall repay the Tax-Exempt Advancement, with interest, computed at the rate of 3.620% per annum, in installments due at the times and in the amounts set forth in Exhibit A-2 (the "Tax-Exempt Installment Payments").

(c) All Installment Payments required to be made to the Lender hereunder shall be made to the Lender in accordance with instructions provided by the Lender.

(d) Following the occurrence and during the continuance of an event of default as described in Section 9.1, the County the interest component of the Taxable Installment Payments and the Tax-Exempt Installment Payments shall be computed at the Default Rate, and the County shall be obligated to pay such Installment Payments including an interest component at such higher rate.

SECTION 4.2. Budget and Appropriation.

(a) The officer of the County at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Board of Commissioners in any Fiscal Year in which this Contract shall be in effect, items for all Installment Payments and any additional payments required for such Fiscal Year under this Contract or the Security Agreement. Any budget item referred to in this Section shall be deleted from the applicable budget by the Board of Commissioners only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be included within the minutes of the Board of Commissioners. The County shall furnish the Lender with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Contract or the Security Agreement. The County shall promptly provide written notice to the Lender of any Event of Nonappropriation.

(b) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the County's moneys, nor shall any provision of this Contract restrict the future

issuance of any of the County's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

SECTION 4.3. Security Agreement. In order to secure its obligations under this Contract, including its obligation to make the Installment Payments hereunder, the **County** will execute and deliver the Security Agreement simultaneously with the execution and delivery of this Contract granting to the Lender a security interest in the Equipment.

SECTION 4.4. No Set-Off, Recoupment, Etc. Subject to Section 4.2 and the Enforcement Limitation, the obligation of the County to make the Installment Payments hereunder and to perform and observe the other covenants of this Contract shall be absolute and unconditional, and the County will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the County may have against the Lender.

INSURANCE

SECTION 5.1. Insurance.

(a) The County shall, during the term of this Contract and at all times before all Installment Payments have been paid, continuously insure the Equipment, or cause the Equipment to be insured, against loss or damage to any portion of the Equipment with a value in excess of $25,000 by fire and all other risks covered by the standard extended coverage endorsement then in use in the State in an amount equal to 100% of the actual cash value of such Equipment (subject to a deductible clause not to exceed $50,000 for any one loss), paying as the same become due all premiums in respect thereof. The policy providing for such insurance shall name the Lender as loss payee. In addition the County shall (i) maintain a comprehensive general liability policy or policies in protection of the County, its officers, agents and employees, which policy or policies shall cover such losses and shall have such deductible amounts as shall be satisfactory to the County and shall name the Lender as an additional insured and (ii) maintain workers' compensation insurance to insure its employees against liability for workers' compensation under the laws of the State. Such insurance required by this subsection shall be provided by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better.

(b) Notwithstanding the foregoing, in lieu of obtaining the policies of insurance required by this Section, the County may adopt alternative risk management programs which it determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other institutions, to participate in programs of captive insurance companies, to participate with other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the County. In addition, any insurance coverage pursuant to this Section may also be pursuant to a program whereby the County self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Section. In the event that the County maintains such self-insurance or other alternative risk management programs as permitted by this subsection, the

County shall provide to the Lender a letter in substantially the form set forth in Exhibit C attached hereto.

(c) The insurance coverage required under this Section may be maintained under a blanket policy covering other properties of the County.

(d) Upon the request of the Lender, the County shall deliver to the Lender the policies of insurance or duplicates thereof or other evidence satisfactory to the Lender of such insurance coverage. The County shall not cancel or modify such insurance or other coverage required by this Section in any way that would affect the interests of the Lender without first giving, or causing to be given, written notice thereof to the Lender at least 30 days in advance of such cancellation or modification.

(e) The County shall cooperate fully with the Lender in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section.

SECTION 5.2. Damage and Destruction. If at any time before all Installment Payments have been paid, the Equipment is damaged or destroyed by fire, flood, windstorm or other casualty, the County shall cause the Net Proceeds from insurance, or an amount equal thereto, to be used for the repair, restoration or replacement of the Equipment or to the prepayment of the principal components of the Installment Payments as provided in Article VI and Section 10.1. In the case of any damage to or destruction of the Equipment exceeding $500,000 in any Fiscal Year, the County shall give prompt written notice thereof to the Lender. All equipment, machinery or other personal property so acquired from such Net Proceeds pursuant to this Section shall be purchased free of all liens and encumbrances, other than Permitted Encumbrances, and shall become a part of the Equipment, subject to the security interest created by the Security Agreement.

SECTION 5.3. Advances. In the event the County shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 5.1, the Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by the Lender shall constitute additional amounts advanced hereunder, and, subject to the Enforcement Limitation, the County agrees to pay such amounts so advanced by the Lender with interest thereon from the due date until paid at the Default Rate.

ARTICLE VI
DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 6.1. Obligation of the County to Repair and Replace the Equipment. Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2 and Section 10.1, the County shall cause the Net Proceeds of any insurance policies in excess of $500,000 to be deposited in a separate fund maintained by the County with the Lender or its designee. Except as set forth in Section 6.2, all Net Proceeds so deposited shall be applied to the prompt repair, restoration or replacement of the Equipment. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds

shall be the property of the County, subject to the Security Agreement and Permitted Encumbrances, and shall be included as part of the Equipment under this Contract.

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the County to Repair the Equipment.

(a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Equipment, the County may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this subsection, the County shall not be entitled to any reimbursement therefor from the Lender, nor shall the County be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the County elects not to apply the Net Proceeds to the repair, restoration or replacement of the Equipment, the County may apply the Net Proceeds of such insurance policies, together with any other available funds of the County, to the prepayment in whole of the principal component of the Installment Payments in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the County.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Lender, the County shall commence the repair, restoration or replacement of the Equipment, or shall apply the Net Proceeds and any other available funds of the County to the prepayment of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, "commence" shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Equipment. In the event that the County shall, after commencing the repair, restoration, modification, improvement or replacement of the Equipment, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the County may, subject to the provisions set forth above, elect to apply the Net Proceeds to the prepayment of the principal components of the Installment Payments under the provisions of Section 10.1.

SECTION 6.3. Cooperation of the Lender. The Lender shall cooperate fully with the County in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Lender or the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the other.

ARTICLE VII
COVENANTS OF THE COUNTY

SECTION 7.1. Access to the Equipment. The County agrees that the Lender and its agents and employees, shall have the right, at all reasonable times during normal business hours

of the County upon the furnishing of reasonable notice to the County under the circumstances, to examine and inspect the Equipment or any portion thereof. The County further agrees that the Lender and the Lender's successors, assigns or designees shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by the County to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Lender any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Lender shall be deemed to impose upon the Lender any duty or obligation to identify any defects in the Equipment or to notify any person with respect thereto.

SECTION 7.2. Maintenance, Utilities, Taxes and Assessments.

(a) Subject to the Enforcement Limitation, the County shall provide for the repair and replacement of any portion of the Equipment required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the County shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Equipment; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The County may, at the County's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the County shall furnish to the Lender an opinion of counsel acceptable to the Lender to the effect that, by nonpayment of any such items, the interest of the Lender in the Equipment will not be materially endangered and that all or any portion of the Equipment will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the County shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.3. Modification of the Equipment. The County shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Equipment if such additions, modifications or improvements are necessary or beneficial for the use of the Equipment. Such additions, modifications and improvements shall not in any way damage any of the Equipment (unless such damage is to be repaired as provided in Section 6.1) or cause the Equipment to be used for purposes other than those authorized under the provisions of law, and the Equipment, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Equipment immediately prior to the making of such additions, modifications and improvements. All such items, as so modified, shall be subject to the lien of the Security Agreement.

Except for Permitted Encumbrances, the County shall not permit any lien to be established or remain against the Equipment for labor or materials furnished in connection with

any additions, modifications or improvements made by the County pursuant to this Section; provided, however, that if any such lien is established, the County may, at its own expense and in its name, in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the County shall furnish to the Lender full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.4. Encumbrances. Except as provided in this Article (including, without limitation, Section 7.3 and this Section), the County shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Equipment, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the County shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the County may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Lender with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.5. Indemnification of the Lender. To the fullest extent permitted by law, the County covenants to defend, indemnify and hold harmless the Lender and its officers, directors, members, employees and agents (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Contract or the Security Agreement and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Contract or the Security Agreement. In particular, without limitation, the County shall and hereby agrees, to the fullest extent permitted by law, to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the County in the performance of any of its obligations under this Contract or the Security Agreement.

SECTION 7.6. Financial Information to the Lender. The County agrees that it will furnish to the Lender, when the same become available, but in no event later than 210 days after the end of the Fiscal Year, its annual audited financial statements and, upon the written request of the Lender, it will furnish to the Lender such additional financial information as may be reasonably requested by the Lender.

SECTION 7.7. Special Tax Covenants. The County covenants that: (a) it will make no use of the Tax-Exempt Advancement (the "proceeds") which would cause the Tax-Exempt Advancement to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the County will comply with the

requirements of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest portion of Tax-Exempt Installment Payments paid or payable under this Contract to be includible in the gross income of the registered owner hereof; (c) the Tax-Exempt Equipment shall be used exclusively for essential governmental purposes of the County and no use shall be made of the proceeds or of the Tax-Exempt Equipment, directly or indirectly, which would cause the Tax-Exempt Advancement to be a "private activity bond" within the meaning of Section 141 of the Code; (d) no part of the payment of the principal or interest components of Installment Payments under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; and (f) the County shall not lease or otherwise make any portion of the Tax-Exempt Equipment available to any entity if such lease or other availability would cause the interest portion of the Tax-Exempt Installment Payments to be included in the gross income of the Lender under the Code for income tax purposes.

The County shall file IRS Form 8038-G on or before its due date. The County shall not take or omit to take any action that may cause a loss of the federal or state tax-exempt status of this Contract or the interest thereon.

ARTICLE VIII
ASSIGNMENT, LEASING AND AMENDMENT

SECTION 8.1. Assignment by the Lender. The Lender may, at any time and from time to time, assign to any bank, insurance company or similar financial institution all or any part of its interest in the Equipment or this Contract, including, without limitation, the Lender's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution. The County agrees that this Contract may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign either the entire pool or any partial interest herein. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Equipment or this Contract shall be effective unless and until the County shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The County covenants and agrees with the Lender and each subsequent assignee of the Lender to maintain for the full term of this Contract a written record of each such assignment or reassignment. The County hereby appoints the Lender as its agent for the purpose of maintaining any written record in connection with an assignment under this Section, and the Lender hereby accepts such appointment. The County agrees to execute any document reasonably required by the Lender in connection with any assignment. Notwithstanding any assignment by the Lender of its interest in this Contract, the County shall not be obligated to provide any financial or other information to any assignee of the Lender except as set forth in Section 7.6.

After the giving of notice described above to the County, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so

requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights in this Contract will contain a statement to the effect that the County has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the County and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the County shall have expressly approved the use of such disclosure document.

SECTION 8.2. Assignment and Lease by the County.

(a) This Contract may not be assigned by the County.

(b) The County may lease all or any portion of the Equipment, subject to each of the following conditions:

(i) the obligation of the County to make Installment Payments hereunder shall remain obligations of the County;

(ii) the County shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Lender, a true and complete copy of the form of such lease; and

(iii) the Lender shall have received an opinion of counsel to the County to the effect that such lease is subordinate in all respects to the lien of the Security Agreement.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The following shall be "events of default" under this Contract and the terms "events of default" and "default" shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) The failure by the County to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure of the County or the Lender to receive insurance proceeds as a result of damage or destruction of any of the Equipment resulting from the failure of the County to maintain the insurance coverage required by Section 5.1.

(d) Failure by the County to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto

other than as referred to in clause (a), (b) or (c) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Lender; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the County within the applicable period and diligently pursued, the County shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(e) The County becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the County) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or files an answer to a creditor's petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the County.

(f) The occurrence of an "Event of Default" under the Security Agreement as defined therein.

(g) The County shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the County as required by such bonds or notes or the documents providing for the issuance thereof, or shall fail to pay any principal or interest payment, installment payment or lease payment when due under any other borrowing agreement with the Lender or any affiliate of the Lender.

(h) Any warranty, representation or statement made by the County herein or in the Security Agreement or any other document executed and delivered by the County in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Security Agreement, including sale of the Equipment, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition

costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN FAVOR OF THE LENDER OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Lender is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the County should default under any of the provisions hereof and the Lender should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the County contained herein, the County agrees that it will pay on demand to the Lender, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Lender. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X
PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1. No Prepayment of Installment Payments. (a) Except as set forth in Section 10.1(b) below, the Installment Payments may not be prepaid.

(b) Notwithstanding the foregoing, in the event that the County shall elect to prepay the outstanding principal component of the Installment Payments from Net Proceeds and any other available funds in accordance with Section 6.2(b), such prepayment may be made in whole but not in part on any date at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest thereon to the prepayment date, plus the Prepayment Premium (if any is due).

ARTICLE XI
TAX-EXEMPT INTEREST

SECTION 11.1. Intent of Parties. It is the intention of the parties hereto that the interest portion of the Tax-Exempt Installment Payments paid by the County to the Lender under this Contract shall be tax-exempt under Section 103 of the United States Internal Revenue Code.

SECTION 11.2. Determination of Taxability. If at any time there is a Determination of Taxability or Event of Taxability, as such terms are hereinafter defined, the principal portion of the indebtedness of the County to the Lender which is represented by the Tax-Exempt Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the rate which will provide to the Lender the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Lender (the "Alternative Rate of Interest"), payable from the Date of Taxability to such time. In such event, the County also shall be required to pay to the Lender all amounts, if any, which may be necessary to reimburse the Lender for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Lender by reason of the Lender's failure to include the interest portion of the Tax-Exempt Installment Payments (hereinafter called "Interest") in its gross income for income tax purposes. Tax-Exempt Installment Payment amounts under this Contract shall be increased as a result of the increased interest rate and additional interest as a result of such rate increase on all previous payments to which such rate increase applies shall be paid to the Lender upon demand therefor. The County shall pay to the Lender the Interest calculated at the above-mentioned Alternative Rate of Interest notwithstanding any transfer by the Lender or payment or prepayment by the County prior to the date such Determination of Taxability was made.

An "Event of Taxability" shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the County, the effect of which is to cause the Interest to be includible in the gross income of the Lender for federal income tax purposes. A "Determination of Taxability" shall mean a determination that the Interest is included in gross income of the Lender for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Lender is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as

a consequence of an action, or failure to act, by the County, the Interest is included in the gross income of the Lender for federal income tax purposes; (b) the date on which the County receives notice from the Lender that the Lender has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Lender which asserts, in effect, that Interest received by the Lender is included in the gross income of the Lender for federal income tax purposes, as a result of an action, or failure to act, by the County, or (ii) by an opinion of counsel received by the Lender which concludes, in effect, that Interest is included in the gross income of the Lender for federal income tax purposes as a result of an action, or failure to act, by the County; (c) the day on which the County is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Lender for federal income tax purposes as a result of an action, or failure to act, by the County; or (d) the day on which the County is advised in writing by counsel to the Lender that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the County has been given written notice and an opportunity to participate and defend that the Interest is included in the gross income of the Lender for federal income tax purposes, as a result of an action, or failure to act, by the County.

The "Date of Taxability" shall mean the first date upon which Interest is included in the gross income of the Lender for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

SECTION 11.3. Duty to Notify Lender. The County agrees to give prompt written notice to the Lender upon the County's receipt of any oral or written notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability has occurred.

ARTICLE XII
MISCELLANEOUS

SECTION 12.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States mail first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the County:

County of Rowan, North Carolina
130 West Innes Street
Salisbury, North Carolina 28144
Attention: Finance Director

If to the Lender:

JPMorgan Chase Bank, N.A.
450 S. Orange Avenue, Ste. 1000
Orlando, Florida 32801

Attention: Anthony Jay Robinson

The County and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 12.2. Binding Effect. This Contract shall be binding upon and inure to the benefit of the County and the Lender and their respective successors and assigns. Whenever in this Contract either the County or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Contract contained by or on behalf of the County or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 12.3. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 12.4. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.5. Commitment Letter. The terms of this Contract shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Lender. To the extent of any conflict between this Contract and such other documents, this Contract shall take priority.

SECTION 12.6. Applicable Law. This Contract shall be construed and governed in accordance with the laws of the State of North Carolina.

SECTION 12.7. E-Verify. The Lender understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender shall require any subcontractor that it uses in connection with the performance of its obligations under this Contract to certify to such subcontractor's compliance with E-Verify.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the County and the Lender have caused this Contract to be executed in their respective names by their respective duly authorized officers as of the date first above written.

COUNTY OF ROWAN, NORTH CAROLINA

[SEAL]

By: _____
Aaron Church, County Manager

Attest:

_____
Sarah Pack, Clerk

JPMORGAN CHASE BANK, N.A.

By: _____
Anthony Jay Robinson, Authorized Officer

Local Government Commission
Signature page for Installment Financing Contract in the
amount of $17,438,000 by and between JPMorgan Chase Bank, N.A. and
County of Rowan, North Carolina dated June 13, 2023

This Contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

By: _____
Sharon Edmundson, Secretary
Local Government Commission

EXHIBIT A-1

PAYMENT SCHEDULE – TAXABLE

Installment Financing Contract Date: June 13, 2023

County: County of Rowan, North Carolina

Taxable Advancement: $9,311,000

Term: approximately 7 years

Interest Rate/Payment Terms

Fixed Rate is 4.390%

The interest rate is 4.390% per annum fixed. Interest is calculated and imposed on the unpaid balance of the Taxable Advancement based on the payment schedule described herein. The Taxable Advancement plus interest shall be repaid by County to Lender as shown on Exhibit A-1-1. All remaining principal and accrued but unpaid interest shall be due and payable on June 1, 2033.

An amortization schedule is attached hereto as Exhibit A-1-1.

COUNTY OF ROWAN, NORTH CAROLINA

By:_____
Aaron Church, County Manager

Date: June 13, 2023

EXHIBIT A-1-1

INSTALLMENT PAYMENT SCHEDULE

Date	Principal	Interest	Total Payment
12/01/23		$190,751.35	$190,751.35
06/01/24	$875,000	204,376.45	1,079,376.45
12/01/24		185,170.20	185,170.20
06/01/25	890,000	185,170.20	1,075,170.20
12/01/25		165,634.70	165,634.70
06/01/26	929,000	165,634.70	1,094,634.70
12/01/26		145,243.15	145,243.15
06/01/27	970,000	145,243.15	1,115,243.15
12/01/27		123,951.65	123,951.65
06/01/28	1,012,000	123,951.65	1,135,951.65
12/01/28		101,738.25	101,738.25
06/01/29	1,057,000	101,738.25	1,158,738.25
12/01/29		78,537.10	78,537.10
06/01/30	1,103,000	78,537.10	1,181,537.10
12/01/30		54,326.25	54,326.25
06/01/31	1,151,000	54,326.25	1,205,326.25
12/01/31		29,061.80	29,061.80
06/01/32	1,202,000	29,061.80	1,231,061.80
12/01/32		2,677.90	2,677.90
06/01/33	122,000	2,677.90	124,677.90
Total	$9,311,000	$2,167,809.80	$11,478,809.80

EXHIBIT A-2

PAYMENT SCHEDULE – TAX-EXEMPT

Installment Financing Contract Date: June 13, 2023

County: County of Rowan, North Carolina

Tax-Exempt Advancement: $8,127,000

Term: approximately 10 years

Interest Rate/Payment Terms

Fixed Rate is 3.620%

The interest rate is 3.620% per annum fixed. Interest is calculated and imposed on the unpaid balance of the Tax-Exempt Advancement based on the payment schedule described herein. The Tax-Exempt Advancement plus interest shall be repaid by County to Lender as shown on Exhibit A-2-1. All remaining principal and accrued but unpaid interest shall be due and payable on June 1, 2038.

An amortization schedule is attached hereto as Exhibit A-2-1.

COUNTY OF ROWAN, NORTH CAROLINA

By:_____
Aaron Church, County Manager

Date: June 13, 2023

EXHIBIT A-2-1

INSTALLMENT PAYMENT SCHEDULE

Date	Principal	Interest	Total Payment
12/01/23		$137,292.12	$137,292.12
06/01/24		147,098.70	147,098.70
12/01/24		147,098.70	147,098.70
06/01/25		147,098.70	147,098.70
12/01/25		147,098.70	147,098.70
06/01/26		147,098.70	147,098.70
12/01/26		147,098.70	147,098.70
06/01/27		147,098.70	147,098.70
12/01/27		147,098.70	147,098.70
06/01/28		147,098.70	147,098.70
12/01/28		147,098.70	147,098.70
06/01/29		147,098.70	147,098.70
12/01/29		147,098.70	147,098.70
06/01/30		147,098.70	147,098.70
12/01/30		147,098.70	147,098.70
06/01/31		147,098.70	147,098.70
12/01/31		147,098.70	147,098.70
06/01/32		147,098.70	147,098.70
12/01/32		147,098.70	147,098.70
06/01/33	$1,133,000	147,098.70	1,280,098.70
12/01/33		126,591.40	126,591.40
06/01/34	1,301,000	126,591.40	1,427,591.40
12/01/34		103,043.30	103,043.30
06/01/35	1,348,000	103,043.30	1,451,043.30
12/01/35		78,644.50	78,644.50
06/01/36	1,397,000	78,644.50	1,475,644.50
12/01/36		53,358.80	53,358.80
06/01/37	1,448,000	53,358.80	1,501,358.80
12/01/37		27,150.00	27,150.00
06/01/38	1,500,000	27,150.00	1,527,150.00
Total	$8,127,000	$3,709,743.42	$11,836,743.42

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

JPMorgan Chase Bank, N.A.
2000 Regency Parkway, Suite 400
Cary, NC 27518

Re: Installment Financing Contract dated as of June 13, 2023 (the "Contract"), between the County of Rowan, North Carolina (the "County") and JPMorgan Chase Bank, N.A. (the "Lender")

In accordance with the Contract, the undersigned County hereby certifies and represents to, and agrees with the Lender as follows:

1. The Equipment has been completely delivered, installed and accepted by the County.

2. The County has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. The County is currently maintaining the insurance coverage required by Section 5.1 of the Contract.

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Contract.

Date: _____

COUNTY OF ROWAN, NORTH CAROLINA

By: _____
County Representative

EXHIBIT C

FORM OF SELF-INSURANCE LETTER

JPMorgan Chase Bank, N.A.
2000 Regency Parkway, Suite 400
Cary, NC 27518

Re: Installment Financing Contract dated as of June 13, 2023 (the "Contract"), between the County of Rowan, North Carolina (the "County") and JPMorgan Chase Bank, N.A. (the "Lender")

In connection with the above-referenced Contract (the "Contract"), the County of Rowan, North Carolina (the "County") hereby warrants and represents to JPMorgan Chase Bank, N.A. the following information. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Contract.

1. The County is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The County maintains an umbrella insurance policy for claims in excess of County's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The County is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the County's self-insurance program is $_____. [The County maintains an umbrella insurance policy for claims in excess of County's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.]

[3]. The County maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover County's self-insurance liabilities is $_____. [Amounts paid from the County's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The County does not maintain a self-insurance fund. The County obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by County.

COUNTY OF ROWAN, NORTH CAROLINA

By:_____
County Representative

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of June 13, 2023 (the "Security Agreement"), is made by the COUNTY OF ROWAN, NORTH CAROLINA, a political subdivision duly created and existing under the Constitution and laws of the State of North Carolina (the "County"), for the benefit of JPMorgan Chase Bank, N.A., a national banking association (the "Lender"), or any successors or assigns, being hereinafter referred to as the "Secured Party";

WITNESSETH:

WHEREAS, the County has entered into an Installment Financing Contract, of even date herewith (the "Contract"), with the Lender, whereby the Lender has agreed to advance funds to the County in the principal amount of $17,438,000 to (a) pay the costs of the Equipment (as defined in the Contract) and (b) pay certain related financing costs, and the County has agreed to repay the funds advanced to the County with interest in installments due at the times and in the amounts set forth in the Contract (the "Installment Payments"), the final Installment Payment being due on June 1, 2038;

WHEREAS, the County desires to secure (a) the payment of the Installment Payments due under the Contract, (b) the performance by the County of all of its other obligations under the Contract, (c) the payment of any and all other indebtedness which this Security Agreement by its terms secures and (d) the performance by the County of the covenants and agreements contained in this Security Agreement by granting to the Secured Party a security interest in the Collateral (hereinafter defined);

NOW, THEREFORE, in order to induce the Lender to make the advancement under the Contract, and in consideration of the benefits to accrue to the County by reason thereof, and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

Section 1. Uniform Commercial Code Security Agreement. The County hereby grants to the Secured Party, as security for the payment of all Installment Payments under the Contract and the performance by the County of all of its other obligations under the Contract and this Security Agreement (collectively, the "Secured Obligations"), a security interest in (a) all of the Equipment financed by the County from the amounts advanced to the County pursuant to the Contract, including the Airport Hangars, as more particularly described in Exhibit A hereto, including substitutions and replacements thereof or thereto as permitted by the Contract, and all proceeds (cash and non-cash), including the proceeds of insurance and (b) the Equipment Fund (as defined in the Contract), all sums contained therein, any investment of funds in the Equipment Fund and all products and proceeds thereof (collectively, the "Collateral"). The County shall execute, deliver and file, or cause to be filed, in such place or places as may be required by the Secured Party, Uniform Commercial Code financing statements (including any continuation statements or amendments thereto required to be filed to continue the perfection of the security interest granted hereby) in such form as is required to perfect and continue the perfection of the security interest hereby granted in the Collateral.

The County further agrees to provide the Lender with any additional information requested by the Secured Party necessary to identify the particular Equipment and to provide such identification markings on the Equipment, in form satisfactory to the Secured Party, as the Secured Party deems necessary or appropriate to give notice of the Secured Party's security interest in the Equipment, and upon assignment, the interest of any assignee of the Secured Party in the Equipment.

To the extent permitted by law, the Equipment is and shall at all times remain personal property, whether or not affixed to or installed upon real property, and none of the Equipment shall constitute fixtures within the meaning of the Uniform Commercial Code, as adopted by the State of North Carolina (the "UCC").

Section 2. Grant of Licenses; Collateral Assignment. The County is the owner of certain real property easements, rights of way and other interests and rights in real property where all or a portion of the Equipment may be located. To the fullest extent permitted by law, the County hereby grants to the Secured Party such licenses or other rights or privileges as may be necessary or desirable for the Secured Party, or its agents, to enter in or upon such property where the Equipment is located for the purpose of exercising its rights hereunder. The County grants these licenses in connection with the other property interests granted hereunder to the Secured Party, with the intent that such licenses qualify as licenses coupled with an interest so as to be irrevocable.

Section 3. Representations, Warranties and Covenants. The County hereby represents, warrants and covenants as follows:

(a) The County is and shall continue to be the absolute owner of the Collateral, free and clear of all encumbrances and security interests, other than Permitted Encumbrances (as defined in the Contract).

(b) The County shall not sell, transfer, exchange, lease, mortgage, encumber, pledge or otherwise dispose of all or any part of the Collateral, except as provided in the Contract and this Security Agreement.

(c) The County shall execute and deliver to the Secured Party concurrently with the execution and delivery of this Security Agreement and upon the request of the Secured Party from time to time thereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby.

(d) The County shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or the real property on which the Equipment is located (except the security interest granted to the Secured Party pursuant to this Security Agreement). The County shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Secured Party for any expense incurred by it in order to discharge or remove any such lien, security interest, charge, encumbrance or claim.

Section 4. Events of Default and Remedies of Secured Party.

(a) If any of the following events shall occur:

(i) default in any payment under the Contract or default in any of the other terms or conditions of the Contract secured hereby and the expiration of any applicable grace or notice periods provided thereby; or

(ii) failure by the County to observe and perform any warranty, covenant, condition or agreement on the part of the County under this Security Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the County by the Secured Party unless the Secured Party shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the County within the applicable period and diligently pursued, the County shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued; or

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Security Agreement is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against the Collateral and such lien, charge or encumbrance would be prior to the lien of this Security Agreement;

then and in any of such events (hereinafter referred to as an "Event of Default"), all payments under the Contract may become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default, the Secured Party may proceed against the Collateral as provided in and in accordance with the applicable provisions of the UCC. Subject to any limitations imposed by the applicable provisions of the UCC, the Secured Party may sell, lease, or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash or on credit, as a whole or in part, and the Secured Party may at such sale or sales purchase the Collateral or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Secured Party incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Secured Party in the manner provided in the Contract. Further, the Secured Party may require the County to assemble the Collateral and make the Collateral reasonably available to the Secured Party at one or more places to be designated by the Secured Party which are reasonably convenient to the County and the Secured Party, and the Secured Party may take possession of the Collateral and hold, prepare for sale, lease or otherwise dispose of the Collateral. Any required notice by the Secured Party of the sale or other disposition or default, when mailed to the County at its address set forth herein, shall constitute reasonable notice to the County. In addition to, but not in limitation of, any of the foregoing, the Secured Party may exercise any or all of the rights and remedies afforded to the Secured Party by the provisions of the UCC or otherwise afforded to the Secured Party under this Security Agreement, with all such rights and remedies being cumulative and not alternative, and the County agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys'

fees and legal expenses which may be incurred by the Secured Party subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended and as may be amended from time to time. No failure or delay in exercising any option, right or remedy shall be deemed a waiver thereon or a waiver of any Event of Default.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN FAVOR OF THE SECURED PARTY OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER OR UNDER THE CONTRACT WHEN THE SALE OF ALL OR ANY PORTION OF THE COLLATERAL IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER OR UNDER THE CONTRACT. THE COUNTY'S OBLIGATIONS UNDER THIS SECURITY AGREEMENT ARE SUBJECT TO THE ENFORCEMENT LIMITATION (AS DEFINED IN THE CONTRACT).

Section 5. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by first-class, registered or certified mail, postage prepaid, addressed as follows:

If to the County:

County of Rowan, North Carolina
130 West Innes Street
Salisbury, North Carolina 28144
Attention: Finance Director

If to the Lender:

JPMorgan Chase Bank, N.A.
450 S. Orange Avenue, Ste. 1000
Orlando, Florida 32801
Attention: Anthony Jay Robinson

The County and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Successors and Assigns. This Security Agreement shall bind the County and its successors and assigns and shall inure to the benefit of and be enforceable by the Secured Party and its successors and assigns.

(c) Applicable Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(d) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the County has caused this Security Agreement to be executed, sealed and attested in its name by its duly authorized officers, all as of the day and year first above written.

COUNTY OF ROWAN

[SEAL]

By:_____
Anna Bumgarner, Finance Director

Attest:

_____
Clerk

EXHIBIT A

DESCRIPTION OF THE EQUIPMENT

The Equipment consists of (i) all vertical improvements, structures, building materials, supplies, furniture, fixtures, and equipment making up the County's 17,400 square foot public safety hangar acquired, constructed and installed with the proceeds of the Tax-Exempt Advancement (as defined in the Contract), and (ii) all vertical improvements, structures, building materials, supplies, furniture, fixtures, and equipment making up the County's 20,600 square foot corporate hangar, and three 3,900 square foot box hangars acquired, constructed and installed with the proceeds of the Taxable Advancement (as defined in the Contract), all located at the Mid-Carolina Regional Airport.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name **County of Rowan, North Carolina**	2 Issuer's employer identification number (EIN) **56-600033**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite **130 West Innes Street**	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code **Salisbury, North Carolina**	7 Date of issue **June 13, 2023**
8 Name of issue **Installment Financing Contract (2023 Hangar Project)**	9 CUSIP number **None**
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information **Anna Bumgarner, Finance Director**	10b Telephone number of officer or other employee shown on 10a **704-216-8170**

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	8,127,000
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2038	$ 8,127,000	$ 8,127,000	12.6100 years	3.6201 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	8,127,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	30,293		
25	Proceeds used for credit enhancement	25	0		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0		
29	Total (add lines 24 through 28)			29	30,293
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	8,096,707

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☑

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☑

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date

▶ Anna Bumgarner, Finance Director
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Mary Nash Rusher				P01080378

Firm's name ▶ McGuireWoods LLP	Firm's EIN ▶ 54-0505857
Firm's address ▶ 501 Fayetteville Street, Suite 500, Raleigh, NC 27601	Phone no. 919-755-6600

INCUMBENCY AND AUTHORIZATION CERTIFICATE

In connection with the execution and delivery by the County of Rowan, North Carolina (the "County") of an Installment Financing Contract dated as of June 13, 2023 (the "Contract") with JPMorgan Chase Bank, N.A., the undersigned officers of the County hereby certify as follows:

(1) As of the date of this certificate, they are duly elected or appointed, as applicable, qualified and acting incumbents of their respective offices of the County and as such are familiar with its books and corporate records.

(2) Aaron Church is presently the duly appointed County Manager. Anna Bumgarner is presently the duly appointed County Finance Director. Sarah Pack is presently the duly appointed Clerk to the County Board of Commissioners. Such appointments are in full force and effect on the date hereof.

(3) The persons named below were on the date or dates of the execution of the Contract and are on the date hereof the duly appointed and qualified incumbents of the offices of the County appearing at the left of their respective names and the signatures appearing at the right of their respective names are their genuine signatures:

Title	Name	Signature
County Manager	Aaron Church	_____
Finance Director	Anna Bumgarner	_____
Clerk to the Board of Commissioners	Sarah Pack	_____

(4) The persons named above were authorized by a resolution of the governing body of the County passed in a regular meeting held on June 5, 2023, to execute and deliver on behalf of the County the Contract to evidence the obligation of the County in connection with the purchase of personal property described in the Contract (the "Equipment"), and the creation of a security interest in the Equipment pursuant to a Security Agreement dated June 13, 2023 (the "Security Agreement"), together with all other documents and instruments required and contemplated by the Contract (collectively, and together with the Contract and the Security Agreement, the "County Documents"), and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. Such resolution was adopted at a meeting duly called and held on such date, at which meeting a quorum was present and acting throughout. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.

(5) No litigation of any kind is now pending or, to the best of my information, knowledge and belief, threatened to restrain or enjoin the execution or delivery of the County Documents, or in any manner questioning the proceedings and authority under which the County Documents have been executed and delivered, or affecting the validity of such documents.

(6) The County has obtained the proper authorization to execute and deliver the County Documents and all related documents necessary to complete the transaction contemplated thereby.

(7) Each of the County Documents has been duly authorized, executed and delivered by the County. Assuming the due authorization, execution and delivery of each of such agreements by the Bank, as applicable, each such agreement constitutes a legal, valid and binding agreement of the County enforceable against the County in accordance with its terms. Such obligation does not constitute a pledge of the faith and credit of the State of North Carolina or of any county, city or other political subdivision of the State, including the County. The rights and enforceability of the obligations of the County under such agreements may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.

(8) There has been no material adverse change in the financial condition of the County since the date of the last annual financial statements of the County provided to the Bank.

IN WITNESS WHEREOF, we have duly executed this certificate and have affixed to it the seal of the County of Rowan, North Carolina as of the 13th day of June, 2023.

[SEAL]

COUNTY OF ROWAN, NORTH CAROLINA

By:_____
County Manager

By:_____
Finance Director

By:_____
Clerk of the Board of Commissioners

$8,127,000
County of Rowan, North Carolina
Installment Financing Contract – Tax-Exempt

TAX CERTIFICATE

The undersigned officer of the County of Rowan, North Carolina (the "**County**"), a political subdivision of the State of North Carolina (the "**State**"), in connection with the execution of the Installment Financing Contract dated as of June 13, 2023 (the "**Contract**"), between the County and JPMorgan Chase Bank, N.A. (the "**Lender**"), DO HEREBY CERTIFY, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the **"Code"**), and Section 1.148-2(b)(2) of the Treasury Regulations promulgated thereunder, as follows:

Recitals

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of real or personal property and the acquisition and installation of improvements thereon. The County has received approval of the Financing Contract and its plan of financing from the North Carolina Local Government Commission; and

WHEREAS, the County has determined to enter into the Contract as of the date hereof (the "**Issue Date**") for the purpose, among others, of financing a portion of the cost of the acquisition and installation of an approximately 17,400 square foot public safety hangar (including office space) (the "**Public Safety Hangar**"), as described more particularly in **Exhibit A** attached hereto (the "**Equipment**"); and (b) paying certain costs of issuance related to the Financing Contract (the "**Issuance Costs**"); and

WHEREAS, the Contract is secured by a Security Agreement dated June 13, 2023 (the "**Security Agreement**"), from the County for the benefit of the Lender; and

WHEREAS, the County is also financing a 20,600 square foot corporate hangar, and three 3,900 square foot box hangars pursuant to the Contract which are expected to be used by private users (the "**Taxable Equipment**"), and the interest portion of the County's obligation to repay that portion of the Contract used to acquire and install the Taxable Equipment will not be excludable from gross income under the Code (the "**Taxable Contract**"); and

WHEREAS, under the Code, the Treasury Regulations (including final, temporary and proposed regulations) promulgated thereunder and the rulings with respect thereto, the interest portion of the installment payments relating to the acquisition and installation of the Equipment (the "**Tax-Exempt Installment Payments**") will be excludable from gross income for federal income tax purposes if the County complies with certain limitations and requirements imposed on the use and operation of the Equipment financed with the portion of the Contract used to acquire the Equipment (the "**Tax-Exempt Contract**") and on the use and investment of proceeds, if any, of the Tax-Exempt Contract, and certain other moneys relating to the Tax-Exempt Contract.

WHEREAS, the County has determined to deliver this Tax Certificate, inclusive of the schedules and exhibits (this "**Tax Certificate**"), to set forth certain facts and estimates that form the basis for the County's reasonable expectations as to the use and investment of proceeds of the Tax-Exempt Contract and of certain other moneys relating to the Tax-Exempt Contract, and to set forth certain terms and conditions relating thereto, in order to assure that the interest portion of the Tax-Exempt Installment Payments on the Tax-Exempt Contract will be excludable from gross income for federal income tax purposes.

PART A. IN GENERAL

Section 1. Reliance on Tax Certificate. (a) The undersigned is executing this Tax Certificate as an authorized representative of the County with the understanding and acknowledgement that McGuireWoods LLP (referred to herein as **"Bond Counsel"**) will rely on the certifications, covenants and representations made in this Tax Certificate in rendering its opinion that interest portion of the Tax-Exempt Installment Payments is excludable from gross income for federal income tax purposes.

Section 2. Delivery of Tax-Exempt Contract. The Contract will be delivered on June 13, 2023. The par amount of the Tax-Exempt Contract is $8,127,000, and the proceeds from the sale of the Contract total $8,127,000 (the "**Sale Proceeds**"). The par amount of the Taxable Contract is $9,311,000.

Section 3. Issuance of the Tax-Exempt Contract; Terms of the Tax-Exempt Contract. The Tax-Exempt Contract is being executed and delivered on the Issue Date. The Tax-Exempt Installment Payments will be payable on June 1 and December 1 of each year, with a final maturity of June 1, 2038, all as shown on **Exhibit B**.

Section 4. Security for the Contract. The County's obligation to make payments under the Contract is secured by the Security Agreement. The obligation of the County to make Installment Payments constitute a limited obligation payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution.

Section 5. Purpose of Financing. The Tax-Exempt Contract is being issued to (i) finance the Tax-Exempt Equipment, and (ii) pay a portion of the Issuance Costs attributable to the Tax-Exempt Contract. The County will use the proceeds of the Tax-Exempt Contract solely for the above-described purposes, unless an opinion of Bond Counsel is received with respect to permitted uses of proceeds for other than the above-described purposes.

Section 6. Definitions; Capitalized Terms. All capitalized terms used in this Tax Certificate and not specifically defined herein shall have the meanings given such terms in the Contract.

PART B. USE OF BOND PROCEEDS AND THE EQUIPMENT.

Section 1. Governmental Use of Proceeds. No more than ten percent (10%) of the Sale Proceeds shall be Used (as defined below) in any activity that constitutes "Private Use". Use of the Equipment is treated as direct use of the Sale Proceeds. The term **"Private Use"** means any

activity that constitutes a trade or business that is carried on by persons or entities other than state or local governmental entities ("**Non-Exempt Persons**") on a basis other than as a member of the general public (**"General Public Use"**). Any activity carried on by a person other than a natural person is treated as a trade or business. Use of the Equipment by a Non-Exempt Person constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.

Section 2. No Private Payments or Private Security. No more than ten percent (10%) of the principal of or interest on the Tax-Exempt Contract, under the terms thereof or any underlying arrangement, has been, or, throughout the stated term of the Tax-Exempt Contract, will be, directly or indirectly, (a) secured by any interest in (I) property used for a Private Use or (II) payments in respect of such property or (b) derived from payments in respect of property used or to be used for a Private Use, whether or not such property is a part of the Equipment.

Section 3. No Disproportionate or Unrelated Use. With respect to private business use disproportionate to or not related to governmental use financed with the Tax-Exempt Contract, no more than five percent (5%) of the principal of or interest on the Tax-Exempt Contract, under the terms thereof or any underlying arrangement, has been, or, so long as the Tax-Exempt Contract (or any maturity thereof) are outstanding, will be, directly or indirectly, (x) secured by any interest in (I) property used for a Private Use or (II) payments in respect of such property or (y) derived from payments in respect of property used or to be used for a Private Use, whether or not such property is a part of the Equipment, or financed with proceeds of the Tax-Exempt Contract.

Section 4. No Private Loan Financing. No portion of the Tax-Exempt Contract will be used to make or finance loans to any person other than to a state or local governmental unit (other than loans to finance any governmental tax or assessment of general application for a specific essential governmental function or loans which are used to acquire or carry Nonpurpose Investments (as defined below)).

Section 5. Definition of Use. "Use" may be either actual or beneficial use by a person or entity of the proceeds of the Tax-Exempt Contract or any portion of the Equipment. In most cases, Use arises only if a person or entity has special legal entitlements to use the Equipment under an arrangement with the County. In general, these special legal entitlements would be deemed to arise as a result of ownership of the Equipment, actual or beneficial use of the Equipment pursuant to a lease, management or service contract, research contract or incentive payment contract; or certain other arrangements such as a take-or-pay or other output-type contracts.

Section 6. Ownership. Ownership of a portion of the Equipment by a Non-Exempt Person shall constitute Private Use if such Equipment is used in a trade or business. For purposes of this Tax Certificate, ownership of the Equipment refers to ownership for federal income tax purposes. No portion of the Equipment will be owned by Non-Exempt Persons and used in a trade or business throughout the stated term of the Contract.

Section 7. Leases. A lease of the Equipment to a Non-Exempt Person may constitute Private Use. For purposes of this Section, any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease. Consequently, an arrangement that is referred to as a management, service or research contract may nevertheless be treated as a lease, and in

determining whether a management or service contract with a Non-Exempt Person is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including the following factors:

(a) the degree of control over the Equipment that is exercised by the Non-Exempt Person; and

(b) whether the Non-Exempt Person bears risk of loss of the Equipment.

Section 8. Management or Service Contract. The determination of whether Use by a Non-Exempt Person pursuant to a management or service contract constitutes Private Use for purposes of this Tax Certificate shall be made on the basis of applying Revenue Procedure 2017-13.

Section 9. Research Contracts. Unless the research is of the type described in the next sentence, use of the Equipment for any research sponsored by a Non-Exempt Person may constitute Private Use. However, Private Use will not result from Non-Exempt Person-sponsored research if it is Basic Research (as defined below) and (i) the use of the resulting technology by the sponsor is permitted only on the same terms as use by any non-sponsoring unrelated party, and the price paid is determined at the time the technology is available for use, or (ii) the research is performed under an arrangement whereby (A) a single sponsor agrees, or multiple sponsors agree, to fund governmentally performed Basic Research; (B) the County determines the research to be performed and the manner in which it is to be performed (for example, selection of the personnel to perform the research); (C) title to any patent or other product incidentally resulting from the research lies exclusively with the County; and (D) the sponsor or sponsors are entitled to no more than a nonexclusive, royalty-free license to use the product of any such research. In applying the foregoing requirements to federally sponsored research under clause (ii) of the preceding sentence, the rights of the federal government and its agencies mandated by the Patent and Trademark Law Amendments Act of 1980, as amended, 35 U.S.C. §200, et. seq. (2004B) (the Bayh-Dole Act) will not cause a research agreement to fail to meet such requirements, provided that the requirements described in clauses (B) and (C) of the preceding sentence are met, and the license granted to any party other than the County to use the product of the research is no more than a nonexclusive, royalty-free license. "Basic Research" means any original investigation for the advancement of scientific knowledge not having a specific commercial objective (for example, product testing supporting the trade or business of a specific corporation is not treated as Basic Research).

Section 10. Other Actual Use. Any other arrangement that conveys special legal entitlements for beneficial use of the Sale Proceeds or the Equipment comparable to the special legal entitlements described in Sections 6 through 9 above results in Use. For example, an arrangement that conveys priority rights to the use or capacity of a facility generally results in Use.

Section 11. Special Rule for Facilities Not Used by the General Public. In the case of any portion of the Equipment which is not available for General Public Use, Private Use may be established solely on the basis of a special economic benefit to one or more Non-Exempt Persons, even if those Non-Exempt Persons have no special legal entitlements to use such portion of the Equipment. In determining whether special economic benefit gives rise to Private Use it is necessary to consider all of the facts and circumstances, including one or more of the following factors:

(a) whether the Equipment or any applicable portion thereof is functionally related or physically proximate to other property used in the trade or business of a Non-Exempt Person;

(b) whether only a small number of Non-Exempt Persons receive the special economic benefit; and

(c) whether the cost of the Equipment (or any applicable portion thereof) is treated as depreciable by any Non-Exempt Person.

Section 12. Limitation on Sale or Disposition of the Equipment. Unless an opinion of Bond Counsel is obtained, the County will not sell or otherwise dispose of any portion of the Equipment so long as any of the Contract remain outstanding.

Section 13. Capital Expenditures. All of the Sale Proceeds will be used to finance or refinance, as the case may be, expenditures that are capital expenditures for federal income tax purposes or to pay Issuance Costs.

Section 14. Equity Contributions and Allocations. A portion of the proceeds of the Taxable Contract will be allocate to a portion of the Equipment expected to be used from time to time by an unrelated nonprofit hospital for its helicopter, which constitutes Private Use. To the extent permitted under the Treasury Regulations, the County hereby allocates Sale Proceeds to those portions of the Equipment that do not result in Private Use, provided that the County reserves the authority to change any such allocation of the Sale Proceeds for the entire period permitted under Sections 1.141-6 and 1.148-6 and other applicable Treasury Regulations.

PART C. ARBITRAGE

Section 1. Application of Sale Proceeds of the Contract. On the basis of the facts, estimates and circumstances in existence on the date hereof, the County reasonably expects the following with respect to the use of the Sale Proceeds:

(a) $8,595,934.56 will be used to finance the Equipment; and

(b) $30,065.44 will be used to pay Issuance Costs.

Section 2. Funds and Accounts. There are no funds or accounts established by the County, the Contract or otherwise that are reasonably expected to be used directly or indirectly to pay debt service on the Contract or that are pledged (including negative pledges) as collateral for the Contract and for which there is reasonable assurance that amounts on deposit therein will be available to pay debt service on the Contract if the County encounters financial difficulties.

Section 3. Investment of Proceeds. The amounts described in this Tax Certificate will be invested as follows:

(a) Project Fund. The County has incurred a substantial binding obligation to a third party to expend at least 5% of the Sale Proceeds and investment proceeds earned thereon. The County reasonably expects that within _____ months it will spend at least

85% of the Sale Proceeds on the Equipment. Expenditure of the Sale Proceeds will proceed with due diligence. Sale Proceeds may be invested at an unrestricted yield for a period not to exceed three years from the date hereof and, thereafter, shall be invested at a yield not in excess of the yield on the Contract plus 0.125%. Investment earnings on obligations acquired with such proceeds may be invested at an unrestricted yield for a period not exceeding three years from the date hereof or one year from the receipt thereof, whichever period ends later and, thereafter, shall be invested at a yield not in excess of the yield on the Contract plus 0.125%;

(b) Replacement Proceeds. Replacement proceeds (as such term is defined in Section 1.148-1(c) of the Treasury Regulations) may be invested at an unrestricted yield for a period of thirty (30) days beginning on the date that the amounts are first treated as replacement proceeds and, thereafter, shall be invested at a yield not in excess of the yield of the Contract plus one thousandth of one percentage point (0.001%).

Section 4. Yield. For purposes of this Tax Certificate, the term **"yield"** means that discount rate which, when used in computing the present value as of the Issue Date of all unconditionally payable payments of principal and interest on an obligation and all of the payments for a **"qualified guarantee"** and a **"qualified hedge"**, if any, that are attributable to the Contract, produces an amount equal to the present value, using the same discount rate, of the issue price of the Contract.

(a) Fixed Yield. As set forth in **Exhibit B** hereto, First Tryon Advisors, as financial advisor to the County in connection with the issuance of the Contract (the "**Financial Advisor**"), has computed the yield on the Contract to be 3.6201%.

(b) Issue Price. For purposes of calculating yield, the issue price of the Contract is the price paid by the Lender under the Contract. The aggregate issue price of the Contract determined as set forth in the preceding sentence, based on the certificate from the Lender attached hereto as **Exhibit C**, is $8,127,000.00.

(c) Qualified Guarantee. Fees properly allocable to payments for a qualified guarantee for an issue of tax-exempt bonds are treated as additional interest on that issue for purposes of computing the yield thereon under Treasury Regulations Section 1.148-4(f). However, no qualified guarantees are expected to be procured to provide credit enhancement for the Contract.

(d) Qualified Hedge. Payments made or received under a qualified hedge (as defined in Treasury Regulations Section 1.148-4(h)) are taken into account in determining the yield on an issue. As of the date hereof, the County does not intend to enter into any hedge.

(e) Single Issue. Other than the Taxable Contract, no other governmental obligations have been, or will be, sold within 15 days of the Tax-Exempt Contract, pursuant to the same plan of financing and are reasonably expected to be paid from substantially the same source of funds, determined without regard to guarantees from unrelated parties. The Taxable Contract and the Tax-Exempt Contract are not part of the same "issue" pursuant

to Section 1.150-1(c)(2) of the Treasury Regulations.

Section 5. Yield Reduction Payments. Notwithstanding the provisions of Section 3 above that require the County to invest proceeds derived from the sale of the Tax-Exempt Contract and investment earnings thereon at a yield not in excess of the yield on the Tax-Exempt Contract, the yield on certain Nonpurpose Investments (as defined in Section 2 of Part D below) acquired with proceeds of the Tax-Exempt Contract will not be considered to be higher than the applicable yield limitation described in Section 4 above if the County timely makes or causes to be made "**yield reduction payments**" to the United States Treasury at the time and in the amounts described in Section 1.148-5(c) of the Treasury Regulations.

The County covenants to consult with Bond Counsel prior to making any yield reduction payments.

Section 6. Universal Cap. Notwithstanding any restrictions on the investment of the amounts set forth above, proceeds, if any, of the Tax-Exempt Contract and other amounts treated as proceeds, if any, of the Tax-Exempt Contract are allocated and remain allocated to the Tax-Exempt Contract, and are thereby subject to the restrictions contained in this Tax Certificate, only to the extent that the value of such proceeds does not exceed the value of the outstanding obligations of the Tax-Exempt Contract. This Section does not apply to bona fide debt service funds or reasonably required reserve funds, if any.

Section 7. No Replacement Proceeds. (a) No portion of the Tax-Exempt Contract will be used as a substitute for other funds that have been, or are expected to be, used to finance the costs of the Equipment and that have been or will be used to acquire directly or indirectly securities or obligations or other investment property producing a yield in excess of the yield with respect to the Tax-Exempt Contract.

(b) Economic Life of the Equipment. In accordance with Section 1.148-1(c) of the Treasury Regulations regarding the safe harbor against the creation of "replacement proceeds," as of the date hereof, the weighted average maturity of the Contract of 12.61 years does not exceed 120% of the average reasonably expected economic life of the Equipment. The weighted average maturity is provided in **Exhibit B**.

Section 8. No Artifice or Device. The County has not engaged and will not engage in a transaction or series of transactions enabling it to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and which increases the burden on the market for tax-exempt obligations, including selling obligations (inclusive of the Tax-Exempt Contract) that would not otherwise be necessary or issuing obligations sooner or allowing them to remain outstanding longer than would otherwise be necessary.

Section 9. Tax Covenant. The County hereby covenants that whether or not any of the Tax-Exempt Contract remains outstanding, money on deposit in any fund or account maintained in connection with the Tax-Exempt Contract, whether or not such money was derived from the proceeds of the sale of the Tax-Exempt Contract or from any other sources, will not be used in a manner that would cause the Tax-Exempt Contract to be an "arbitrage bond" within the meaning of Section 148 of the Code and the applicable Treasury Regulations thereunder. The County

hereby covenants that they will not take any action which will, or fail to take any action which failure will, cause the interest on the Tax-Exempt Contract to become includable in the gross income of the owners of the Tax-Exempt Contract for federal income tax purposes pursuant to the provisions of the Code and the Treasury Regulations promulgated thereunder in effect on the date of this Tax Certificate.

PART D. REBATE REQUIREMENTS

Section 1. In General. (a) The County recognizes that Section 148(f) of the Code, which sets forth the Rebate Requirement (defined below), requires that an amount equal to the sum of (i) the excess of the aggregate amount earned on all Nonpurpose Investments (defined in Section 2 below) over the amount that would have been earned if such Nonpurpose Investments had a yield equal to the yield with respect to the Tax-Exempt Contract, plus (ii) any income attributable to the excess described in (i), be paid to the United States Treasury. Accordingly, the County covenants herein to comply with the applicable yield restrictions and limitations and guidelines set forth in this Tax Certificate to effectuate compliance with the Rebate Requirement, as set forth in Section 148(f) of the Code and the Treasury Regulations (the **"Rebate Requirement"**).

(b) For purposes of this Tax Certificate (including determining the Rebate Requirement), the term **"Bond Year"** shall mean each one-year (or shorter) period selected by the County. The first and last Bond Years may be short periods. If no day is selected by the County before the earlier of the final maturity date of the Tax-Exempt Contract or the date that is five years after the date hereof, each Bond Year shall end on each anniversary of the date hereof and on the final maturity date.

Section 2. Nonpurpose Investments. (a) The rules contained in this Part D shall apply to the investment of Gross Proceeds (as defined below) in any security, obligation, annuity contract or any other investment-type property (as such term is defined in Section 1.148-1(b) of the Treasury Regulations) that is not acquired to carry out the governmental purpose of the Tax-Exempt Contract (**"Nonpurpose Investments"**).

Section 3. Gross Proceeds. For purposes of this Tax Certificate, the term **"Gross Proceeds"** means:

(a) proceeds derived from the sale of the Tax-Exempt Contract, if any;

(b) amounts that are reasonably expected to be or are in fact used to pay debt service with respect to the Tax-Exempt Contract;

(c) amounts pledged as security for the payment of debt service with respect to the Tax-Exempt Contract, if any;

(d) amounts treated as "transferred proceeds" of the Tax-Exempt Contract, within the meaning of Section 1.148-1(b) of the Treasury Regulations, if any;

(e) amounts treated as "replacement proceeds" of the Tax-Exempt Contract, within the meaning of Section 1.148-1(c) of the Treasury Regulations, if any; and

(f) investment earnings on amounts described in (a)-(e) above.

Section 4. Fair Market Price. For purposes of this Tax Certificate, the purchase price and disposition price of a Nonpurpose Investment will be the fair market value of the investment (the **"Fair Market Price"**). An investment that is not of a type traded on an established market, within the meaning of Section 1273 of the Code, is rebuttably presumed to be acquired or disposed of at a price that is not equal to its Fair Market Price. Accordingly, a premium may not be paid to adjust the yield on an investment, a lower interest rate than is usually paid may not adjust the yield on an investment and no transaction may result in a smaller profit or larger loss than would have resulted if the transaction had been at arm's-length and had the yield with respect to the Tax-Exempt Contract not been relevant to either party. In determining payments and receipts on Nonpurpose Investments, qualified administrative costs are taken into account. Qualified administrative costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody, and similar costs. General overhead costs and similar indirect costs of the County such as employee salaries and office expenses and costs associated with computing the Rebate Requirement are not qualified administrative costs. In general, administrative costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or a reasonably comparable investment if acquired with a source of funds other than gross proceeds of tax-exempt bonds. The County agrees to maintain or cause to be maintained records for each such obligation sufficient to establish that the purchase price and the disposition price of each Nonpurpose Investment is the Fair Market Price.

Section 5. Record Keeping. With respect to all Nonpurpose Investments acquired in any fund or account the County shall record or cause to be recorded the following information: (i) purchase date, (ii) purchase price, (iii) information establishing that the purchase price is the Fair Market Price as of such date (*e.g.*, the published quoted bid by a dealer in such an investment on the date of purchase), (iv) any accrued interest paid, (v) face amount, (vi) coupon rate, (vii) period of interest payments, (viii) disposition price, (ix) any accrued interest received, and (x) disposition date. To the extent any investment becomes a Nonpurpose Investment by becoming Gross Proceeds after it was originally purchased or ceases to be a Nonpurpose Investment by ceasing to be Gross Proceeds before it is sold or matures, it shall be treated as if it were acquired or disposed of, respectively, at its Fair Market Price at the time it becomes a Nonpurpose Investment or ceases to be a Nonpurpose Investment, as the case may be.

Section 6. Bona Fide Debt Service Fund Exception. With respect to issues that are not private activity bonds and that have an average maturity of greater than five (5) years and a fixed rate of interest, amounts earned on moneys in a bona fide debt service fund shall not be taken into account for a Bond Year for purposes of complying with the Rebate Requirement. For purposes of complying with the Rebate Requirement with respect to issues other than as described in the preceding sentence, amounts earned on moneys in a bona fide debt service fund shall not be taken into account for a Bond Year if the gross earnings thereon are less than $100,000; an issue with an average annual debt service not in excess of $2,500,000 may be treated as satisfying this $100,000 limitation.

Section 7. Expenditure Exceptions. The Rebate Requirement will be considered satisfied if the requirements of certain expenditure exceptions are met, as more fully described in Section

148 of the Code and the regulations thereunder. One of those exceptions is the Two-Year Exception, which is described below.

(a) Two-Year Exception. With respect to the "available construction proceeds," as defined below, of the Tax-Exempt Contract, the Two-Year Exception will be treated as having been satisfied if the requirements of paragraphs (i) and (ii) are satisfied.

(i) 75% Test. The County reasonably expects as of the issue date of the Tax-Exempt Contract that at least seventy-five percent (75%) of the "available construction proceeds" of the Tax-Exempt Contract (as defined in the Treasury Regulations) will be allocated to construction expenditures (with respect to property that is owned by the County.

(ii) At least ten percent (10%) of the available construction proceeds of the Tax-Exempt Contract have been allocated to expenditures for the governmental purposes of the Tax-Exempt Contract within the six-month period beginning on the date of issuance of the Tax-Exempt Contract, at least forty-five percent (45%) of the available construction proceeds of the Tax-Exempt Contract have been allocated to expenditures for the governmental purposes of the Tax-Exempt Contract within the one-year period beginning on the date of issuance of the Tax-Exempt Contract, at least seventy-five percent (75%) of the available construction proceeds of the Tax-Exempt Contract have been allocated to expenditures for the governmental purposes of the Tax-Exempt Contract within the eighteen-month period beginning on the date of issuance of the Tax-Exempt Contract, and all of the available construction proceeds of the Tax-Exempt Contract have been allocated to expenditures for the governmental purposes of the Tax-Exempt Contract within the two-year period beginning on the date of issuance of the Tax-Exempt Contract.

(iii) Reasonable Retainage. For purposes of subsection (a)(ii), all of the available construction proceeds of the Tax-Exempt Contract shall be treated as expended for the governmental purposes of the Tax-Exempt Contract within two years from the date of issuance of the Tax-Exempt Contract if all of such proceeds are expended for the governmental purposes of the Tax-Exempt Contract within three years from the date of issuance of the Tax-Exempt Contract and such amounts would have been expended for such purposes within two years from the date of issuance of the Tax-Exempt Contract but for an amount that is retained for reasonable business purposes relating to property financed with the proceeds of the Tax-Exempt Contract and that amount retained does not exceed five percent (5%) of the available construction proceeds of the Tax-Exempt Contract as of the end of the 4th spending period referred to in subsection (a)(ii). Reasonable retainage may include, for example, an amount retained to ensure compliance with the terms of a construction contract in circumstances in which the amount retained is not yet payable, or in which the County reasonably determines that a dispute exists regarding either completion of construction or payment. See also subsection (b) below.

(iv) Available Construction Proceeds. For purposes of subsection (a), the term "available construction proceeds" means an amount equal to the issue price of the Tax-Exempt Contract, (A) increased by earnings on the issue price, on deposit with the County until spent on the Equipment, earnings on any reasonably required reserve or replacement fund not funded with proceeds derived from the sale of the Tax-Exempt Contract, and investment earnings on the foregoing and (B) reduced by the amounts of the issue price applied to pay Issuance Costs. The term "available construction proceeds," however, shall not include payments on any obligation acquired to carry out the governmental purpose of the issue or the investment earnings thereon.

(b) *De Minimis* Exception. Any failure to satisfy the final spending requirement of the Two-Year Exception is disregarded if the County exercises due diligence to complete the acquisition and installation of the Equipment and the amount of the failure does not exceed $243,810, which is the lesser of three percent (3%) of the issue price of the Tax-Exempt Contract or $250,000.

Section 8. Engagement of Experts. The County covenants that it will engage a firm of certified public accountants or a firm nationally recognized in the calculation of rebate, to perform the calculations necessary to comply with the Rebate Requirement applicable to any of the Gross Proceeds of the Tax-Exempt Contract that do not qualify for a spending or other exception to the Rebate Requirement.

Section 9. Survival of Defeasance. Notwithstanding anything in this Tax Certificate to the contrary, the Rebate Requirement shall survive the defeasance or payment in full of the Tax-Exempt Contract.

PART E. OTHER MATTERS

Section 1. No Pooled Financing Bonds. No portion of the proceeds of the Tax-Exempt Contract will be used, directly or indirectly, to make or finance loans to two (2) or more ultimate borrowers.

Section 2. No Hedge Bonds. Not less than eighty-five percent (85%) of the spendable proceeds of the Tax-Exempt Contract will be used to carry out the governmental purpose of the Tax-Exempt Contract within the three-year period beginning on the Issue Date. Additionally, not more than fifty percent (50%) of the proceeds of the Tax-Exempt Contract will be invested in Nonpurpose Investments having a substantially guaranteed yield for four years or more.

Section 3. No Federal Guarantee. The County will not directly or indirectly use or permit the use of any proceeds, if any, of the Tax-Exempt Contract or any other funds of the County, or take or omit to take any action, that would cause the Tax-Exempt Contract to be considered "federally guaranteed" within the meaning of Section 149(b) of the Code. The County has not entered into, nor will the County enter into, any (i) long-term service contracts with any federal governmental agency, (ii) service contracts with any federal governmental agency under terms that are materially different from the terms of any contracts with any persons other than federal government agencies, and (iii) leases of property to any federal government agency, that would

cause the Tax-Exempt Contract to be considered "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 4. County Reliance on Other Parties. The expectations of the County concerning the Tax-Exempt Contract and certain matters set forth herein are based in whole or in part upon representations of certain third parties, as set forth in this Tax Certificate and contained in exhibits hereto. The County places good faith reliance upon such representations on the basis of the reputable business practices of such third parties. The County is not aware of any facts or circumstances that would cause either of them to question the accuracy or reasonableness of such representations or computations.

Section 5. Information Reporting. The County certifies that the information required by Section 149(e) of the Code and set forth on Internal Revenue Service Form 8038-G relating to the Tax-Exempt Contract and attached as **Exhibit D** hereto reflects its reasonable expectations with respect to the Tax-Exempt Contract and the proceeds thereof as of the date of this Tax Certificate. Form 8038-G shall be filed at the Internal Revenue Service Center, Ogden, Utah 84201 no later than August 15, 2023, which is the fifteenth (15th) day of the second (2nd) calendar month following the close of the calendar year quarter ending June 30, 2023.

Section 6. Amendment. Notwithstanding any provision of this Tax Certificate, the County may amend this Tax Certificate and thereby alter any actions allowed or required by this Tax Certificate if such amendment is based on a written opinion of Bond Counsel approving such amendment.

Section 7. Recordkeeping and Retention. (a) The County agrees to maintain and/or retain the following records (or to cause them to be maintained and/or retained) (collectively, the "**Material Records**"):

(i) the bound transcripts of proceedings for the Tax-Exempt Contract;

(ii) documentation evidencing the expenditure and allocation of the Sale Proceeds and investment proceeds and any other Gross Proceeds of the Tax-Exempt Contract;

(iii) documentation evidencing Private Use, if any, of the Equipment;

(iv) documentation evidencing all sources of payment or security for the Tax-Exempt Contract;

(v) all calculations of the arbitrage rebate liability and yield reduction payments for the Tax-Exempt Contract and copies of any Forms 8038-T filed with the IRS; and

(vi) documentation pertaining to all Nonpurpose Investments as specified in Section 5 of Part D above.

(b) The County agrees to keep the Material Records in a manner that ensures their complete access by the Internal Revenue Service. This may be accomplished through the

maintenance of hard copies or by maintenance of the Material Records in an electronic format if the requirements of Rev. Proc. 97-22 (or any successor thereto) are satisfied.

(c) The County further agrees to keep the Material Records until the third anniversary of the later of the final redemption date of the Tax-Exempt Contract or the final redemption date of any bonds issued to refund the Tax-Exempt Contract.

Section 8. Reimbursement. No Sale Proceeds of the Contract will be applied to reimburse the County for costs of the Equipment.

Section 9. Additional Post-Issuance Compliance Matters

(a) Remedial Actions. In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, the County will consult with Bond Counsel as soon as practicable about taking remedial action as described in Treas. Reg. Section 1.141-12. As advised by Bond Counsel, the County will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treas. Reg. Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. The County is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of their bondholders or themselves through closing agreements with the Internal Revenue Service.

(b) Private Use Monitoring. The County will actively monitor the requirements of the Code and the Treasury Regulations as set forth in Part B of this Tax Certificate and confirm that such requirements are met no less than once per annum. The responsibility for such monitoring will be maintained by the Finance Department of the County.

(c) Use of Proceeds Monitoring. The County will actively monitor the requirements of the Code and the Treasury Regulations related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Tax-Exempt Contract to finance costs of the Equipment. The responsibility for such monitoring will be maintained by the Finance Department of the County.

(d) Arbitrage Monitoring. The County will actively monitor the requirements of the Code and the Treasury Regulations related to arbitrage limitations, including yield restriction, rebate requirements and the investment of Gross Proceeds. The responsibility for such monitoring will be maintained by the Finance Department of the County.

Section 10. Allocation. The County reserves the right to use any reasonable, consistently applied accounting method to account for the Gross Proceeds, investments and expenditures allocable to the Tax-Exempt Contract, in particular to account for the allocation of the Sale Proceeds of the Tax-Exempt Contract to expenditures for the qualified purposes and to expenditures for the purposes for which the County used funding other than tax-exempt bonds. The County will make consistent allocations with respect to the Gross Proceeds, investments and expenditures of the Tax-Exempt Contract for purposes of Section 141 of the Code (relating to the

private activity bond tests) and Section 148 of the Code (relating to the arbitrage yield restriction and rebate requirements). The County will at all times maintain books and records sufficient to establish the accounting method chosen for the Tax-Exempt Contract and to account in writing in such books and records for the allocation of the Proceeds of the Tax-Exempt Contract to each expenditure by the date not later than 18 months after the later of (i) the expenditure is paid or (ii) the date the respective Equipment component is placed in service; provided, however, that such accounting must be made in any event by the date 60 days after the fifth anniversary of date hereof or the date 60 days after the retirement of the Tax-Exempt Contract if earlier.

Dated the day and year first written above.

COUNTY OF ROWAN, NORTH CAROLINA

By:_____
Aaron Church
County Manager

List of Exhibits

Exhibit A Equipment Description

Exhibit B Final Numbers

Exhibit C Investor Letter

Exhibit D Form 8038-G

Exhibit A

Equipment Description

Description of Equipment:	Taxable Contract Proceeds	Tax-Exempt Contract Proceeds	County Funds/State Grant	Total
All vertical improvements, structures, building materials, supplies, furniture, fixtures, and equipment making up the County's 17,400 square foot public safety hangar		$8,127,000	$500,000	$8,627,000
All vertical improvements, structures, building materials, supplies, furniture, fixtures, and equipment making up the County's 20,600 square foot corporate hangar, and three 3,900 square foot box hangars	$9,311,000		$3,500,000	$12,811,000

A proportionate amount of total cost of the Equipment will be used to pay $65,000 in costs of issuance.

Exhibit B

Final Numbers

Exhibit C

Lender's Investor Letter

Exhibit D

Form 8038-G

[JPMorgan Chase Bank, N.A. Letterhead]

June 13, 2023

County of Rowan, North Carolina
Salisbury, North Carolina

$17,438,000
County of Rowan, North Carolina
Installment Financing Contract

Ladies and Gentlemen:

We are entering into the Installment Financing Contract referenced above and dated today (the "Contract") with the County of Rowan, North Carolina (the "County"). The Contract will be secured by a Security Agreement dated today from the County for the benefit of JPMorgan Chase Bank, N.A. (the "Bank"), granting a security interest in the Equipment (as defined in the Contract) used in the construction of the County's new airport hangars at the Mid-Carolina Regional Airport (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.

In connection therewith, we hereby acknowledge and represent as follows: (1) we are familiar with the County; (2) we have been furnished certain financial information about the County and the Equipment; (3) the County has made available to us the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of entering into the Contract; (4) we have had the opportunity to ask questions of and receive answers from County representatives, including officers, attorneys and accountants, concerning the terms of the Contract, the information supplied to us and the County's condition, financial and otherwise; (5) the County has provided us all the information we have requested; and (6) the issue price of the Contract is $17,438,000.

We further acknowledge that we are capable of evaluating the merits and risks of entering into the Contract and that we have agreed to enter into the Contract although no formal offering material has been provided to us in connection therewith. We are entering into the Contract for our own account, and will not sell or assign the Contract except to (i) a bank, insurance company or other financial institution or (ii) a transferee that has been approved in writing by the North Carolina Local Government Commission.

We have undertaken to discuss and investigate the form and substance of the Contract and the transactions related thereto with such counsel and other persons as we have deemed appropriate. We acknowledge that the County's obligations under the Contract are not a general obligation of the County, that the Contract does not constitute a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof, including the County, and that no deficiency judgment can be rendered against the County in any action for breach of the Contract, including for failure to pay Installment Payments.

We, therefore, realize that if and when we wish to sell or assign all or part of the Contract, current financial and other information may not be available about the County. We further realize that the County may, but is not under any obligation to, provide current financial and other information upon the sale or assignment of all or part of the Contract at some subsequent time, or to pay any costs associated with any such sale or assignment. Further, we understand that we may need to bear the risks of this investment for an indefinite period of time, because any sale or assignment of the Contract may not be possible or, if possible, may be at a price below that which the Bank is paying for the Contract.

We are not relying in any respect on McGuireWoods LLP, as bond counsel to the County, or John W. (Jay) Dees, II, Esq., as County Attorney, except to such matters as may be set forth in each firm's respective written approving opinion delivered as of the date hereof.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By:_____
Anthony Jay Robinson
Authorized Officer

NORTH CAROLINA DEPARTMENT OF STATE TREASURER
LOCAL GOVERNMENT COMMISSION
MINUTES

June 6, 2023

The meeting was called to order by _____ at 1:30 p.m. on the above date. Members present were: _____

Members Absent: _____

Other Attendees: _____

_____ made a motion to adopt the following resolution:

RESOLUTION APPROVING THE FINANCING TEAM FOR THE COUNTY OF ROWAN, NORTH CAROLINA INSTALLMENT FINANCING CONTRACT

WHEREAS, the County of Rowan, North Carolina (the "County") has requested that the North Carolina Local Government Commission (the "Commission") approve the County's selection of the following financing team members in relation to an Installment Financing Contract to be dated on or about June 13, 2023, between the County of Rowan, North Carolina and JPMorgan Chase Bank, N.A.:

Bond Counsel:	McGuireWoods LLP
Bank:	JPMorgan Chase Bank, N.A.
Bank's Counsel:	Parker Poe Adams & Bernstein LLP
Financial Advisor:	First Tryon Advisors

WHEREAS, based upon information and evidence received by the Commission, the Commission is of the opinion that the request by the County should be approved;

NOW, THEREFORE, BE IT RESOLVED by the members of the Commission that the above financing team is hereby approved.

_____ seconded the motion and the foregoing resolution was adopted by unanimous vote.

****

_____ made a motion to adopt the following resolution:

RESOLUTION APPROVING THE APPLICATION OF THE COUNTY OF ROWAN, NORTH CAROLINA FOR THE APPROVAL OF AN INSTALLMENT FINANCING CONTRACT BETWEEN THE COUNTY AND JPMORGAN CHASE BANK, N.A. TO FINANCE A PORTION OF THE COSTS OF THE ACQUISITION, INSTALLATION AND EQUIPPING OF NEW AIRPORT HANGARS AT THE MID-CAROLINA REGIONAL AIRPORT

WHEREAS, the County of Rowan, North Carolina (the "County") intends to finance the cost of the acquisition, installation and equipping of new airport hangars at the Mid-Carolina Regional Airport (collectively, the "Project"); and

WHEREAS, the County has approved the execution and delivery of an Installment Financing Contract (the "Contract") to be dated on or about June 13, 2023, with JPMorgan Chase Bank, N.A. (the "Bank") to provide the financing for the Project; and

WHEREAS, pursuant to Article 8, Chapter 159 of the General Statutes of North Carolina, as amended, the County has made proper application to the North Carolina Local Government Commission (the "Commission") for approval of the proposed financing pursuant to the Contract; and

WHEREAS, the County has filed with the application to the Commission drafts of the following documents relating to the proposed refinancing:

(a) Installment Financing Contract dated June 13, 2023, between the County and the Bank; and

(b) Security Agreement dated June 13, 2023 (the "Security Agreement") from the County for the benefit of the Bank, granting a security interest to the Bank in the Project; and

WHEREAS, to secure its obligations with respect to the Contract, the County will execute and deliver the Security Agreement; and

WHEREAS, under the Contract, the Bank shall make a loan to the County in the aggregate principal amount of $17,438,000, of which $9,311,000 will be a taxable loan at an initial rate of 4.39% per annum, and $8,127,000 will be a tax-exempt loan at an initial rate of $3.62% per annum, in each case subject to adjustment as set forth in the Contract; and

WHEREAS, the Contract has a final maturity not beyond 2038; and

WHEREAS, based upon information and evidence received in connection with such application, it is hereby found and determined by the Commission that:

(a) the proposed Contract is necessary or expedient for the County;

(b) the Contract, under the circumstances, is preferable to a general obligation bond issue for the same purpose;

(c) the sums to fall due with respect to the Contract are adequate and not excessive for the proposed purposes thereof;

(d) the County's debt management procedures and policies are good;

(e) no increase in taxes will be necessary to meet the sums to fall due under the Contract; and

(f) the County is not in default in any of its debt service obligations.

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Local Government Commission that the application of the County for approval of the Contract is hereby approved under the provisions of Section 160A-20 of the General Statutes of North Carolina and the relevant resolutions of the Commission.

_____ seconded the motion and the foregoing resolution was adopted by unanimous vote.

****

I, Sharon G. Edmundson, Secretary of the North Carolina Local Government Commission, DO HEREBY CERTIFY that the foregoing is a true and correct extract from minutes of the North Carolina Local Government Commission meeting duly called and held on June 6, 2023, and sets forth so much of such minutes as in any way relates to the introduction, consideration and passage of the resolutions therein set forth.

_____

Secretary of the North Carolina Local Government Commission

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart
DATE:	May 23, 2023
SUBJECT:	Consider Permit to Exceed Noise Ordinance Request (PE 03-23) from Rod Weaver & Misty Thomas

---

On March 20, 2023, the Board of Commissioners approved a permit to exceed request from property owners Rod Weaver and Misty Thomas for an event on Saturday May 6th between 1:00 PM and 9:00 PM on their property at 4860 Patterson Road China Grove (Parcel ID 223-003). According to Mr. Weaver, the event was cancelled due to projected rain. He is requesting a new permit for July 2nd between 1:00 PM and 9:00 PM.

According to information provided by the property owners, the event, referenced as "One Love Music Festival", will feature a day of "music, food, and fellowship" including miscellaneous vendors, information regarding the American Cancer Society and other assistance organizations, and activities for children. The owners indicated a portion of the proceeds will fund their non-profit organization, Wisdom Way Inc.'s mission – Hands of Hope.

1. Receive staff report
2. Applicant comments (if any)
3. Receive public comment
4. Approve, deny, table PE 03-23

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/23/2023	Exhibit
Site Plan	5/23/2023	Exhibit
GIS Map	5/23/2023	Exhibit
Application	5/23/2023	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: May 23, 2023
RE: **PE 03-23; Rod Weaver and Misty Thomas**

PE 01-23 REQUEST

On March 20, 2023, the Board of Commissioners approved a permit to exceed request from property owners Rod Weaver and Misty Thomas for an event on Saturday May 6th between 1:00 PM and 9:00 PM on their property at 4860 Patterson Road China Grove (Parcel ID 223-003). According to Mr. Weaver, the event was cancelled due to projected rain. He is requesting a new permit for July 2nd between 1:00 PM and 9:00 PM.

PE 03-23 REQUEST

According to information provided by the property owners, the event, referenced as "One Love Music Festival", will feature a day of "music, food, and fellowship" including miscellaneous vendors, information regarding the American Cancer Society and other assistance organizations, and activities for children. The owners indicated a portion of the proceeds will fund their non-profit organization, Wisdom Way Inc.'s mission – Hands of Hope.

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."*

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

APPLICATION REVIEW

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application.

   Finding: Planning Staff received the revised application on May 17th.

2. The nature of the requested activity.

   Finding: According to Mr. Weaver and the event coordinator Mike Gaston, the event is open to the public and will feature food, venders, and live entertainment. The property contains gravel driveway connections at both Brown and Patterson Roads to the relatively flat 17 acre grassed field. Access points will be stationed with event personnel to process tickets and deliver logistic information. Parking areas are denoted on the site plan for the anticipated 400 – 500 guests.

   Site plan detail also include proposed stage and speaker arrangement in the northwest corner of the property, two (2) sets of portable toilets with washing stations, and food / beverage areas. Mr. Gaston has been in contact with the Environmental Health Office regarding permitting and will ensure individual food venders of the requirements.

3. Previous experience with the applicant.

   Finding: None. Property owners purchased this 17 acre parcel on March 9, 2017, which is currently listed in the present use value program as tax deferred due to agricultural use. Two (2) "zoning permits" have been issued related to the farm use – a 480 sf office and a 2,880 sf horse barn. From speaking with the owners, they shared their passion for neglected horses, serving veterans, and mission efforts.

4. The time of the event.

   Finding: According to the application, the event will take place on July 2nd between 1:00 PM and 9:00 PM.

5. Other activities in the vicinity of the proposed event.

   Finding: None to knowledge.

6. Frequency of the event.

   Finding: The owners expressed interest in hosting this event annually.

7. Cultural or social benefits of the proposed event.

   Finding: See #2.

8. The effect of the activity on any adjacent residential area.

   Finding: The site has sufficient area to accommodate the anticipated number of guests. The applicant has been in contact with Retired Major Josh Sifford with Sheriff's Office staff regarding the event and requirements of their office.

9. Previous violations, if any, by the applicant.

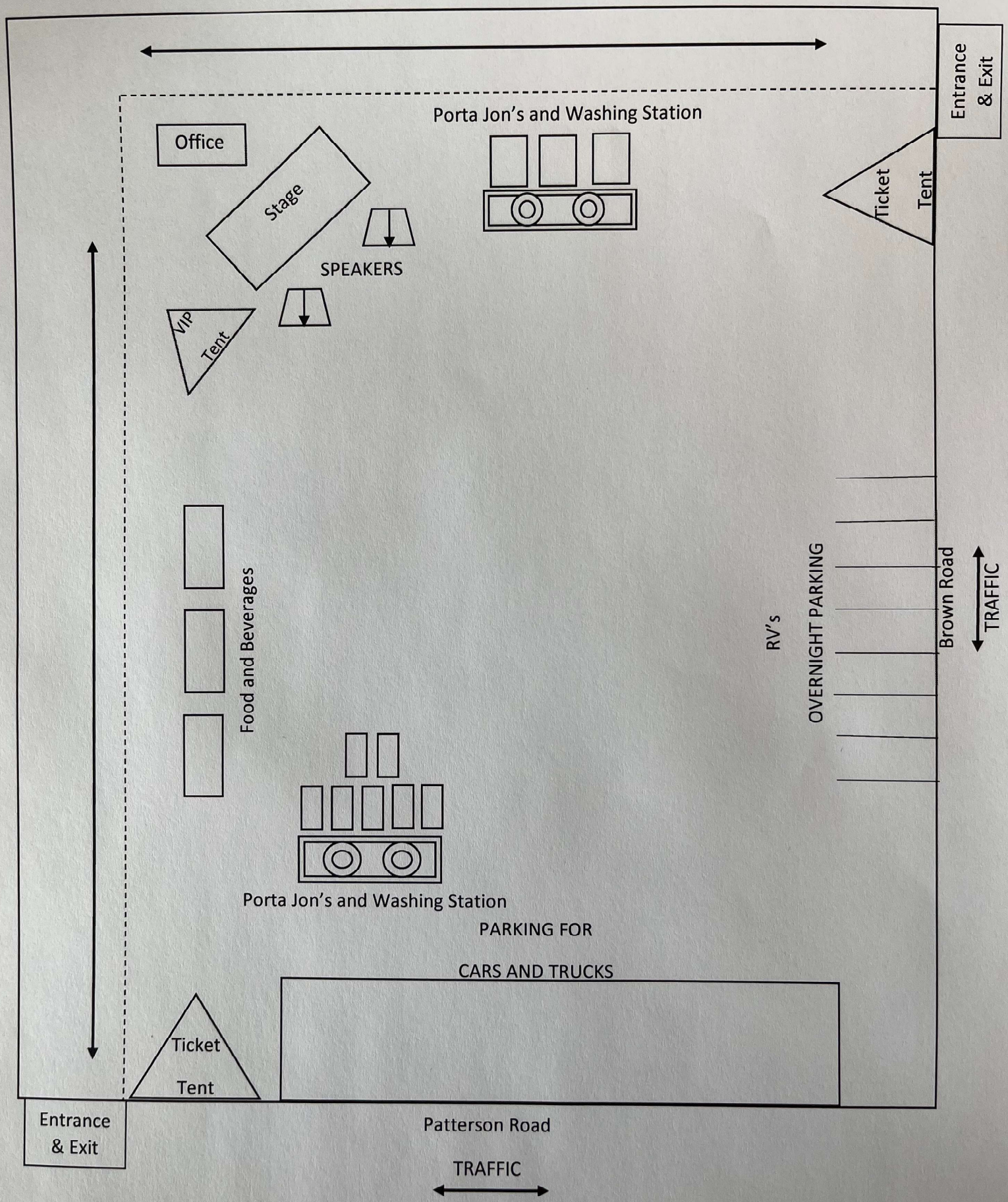
   Finding: This is the owner's first permit to exceed request.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

    Finding: Staff mailed notice to nineteen (19) property owners, which are generally within 500 feet of the subject site, on May 23rd and posted a sign on the property on May 23rd.

STAFF COMMENTS

In accordance with section 14-12(e) of the Noise Ordinance, conditions or requirements necessary to minimize adverse effects upon the community or surrounding neighborhood may be placed on the application.


Entrance & Exit
Porta Jon's and Washing Station
Office
Stage
SPEAKERS
Ticket Tent
VIP Tent
Food and Beverages
RV's
OVERNIGHT PARKING
Brown Road
TRAFFIC
Porta Jon's and Washing Station
PARKING FOR
CARS AND TRUCKS
Ticket Tent
Entrance & Exit
Patterson Road
TRAFFIC

PE 03-23

ROWAN COUNTY
NORTH CAROLINA
Be an original.

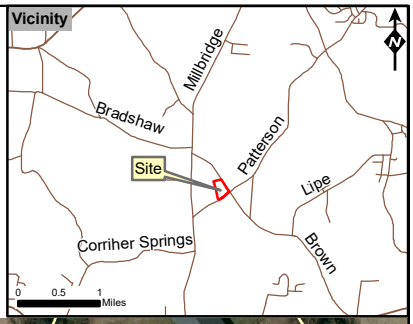
Legend

350 Address
Site
Parcels
Roads
Feb / Mar 22 Aerials

N

0 100 200 Feet

Prepared by: Rowan County Planning & Development, 3/7/23





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

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

PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: Rod Weaver & Misty Thomas

Signature:

Phone: 704-493-9637 Email: wisdomway@icloud.com

Address: 4860 Patterson Road
China Grove, NC 28023

APPLICANT / AGENT INFORMATION:

Name: Rod Weaver & Misty Thomas

Signature:

Phone: 704-402-7208 Email: mistyloraine@icloud.com

Address: 1946 Bethany Church Rd.
Newton, NC 28658

PROPERTY DETAILS:

Tax Parcel: 223 003 Size (sq.ft. or acres): 2640

Location of Event: 4860 Patterson Road., China Grove, NC 28023

Current Land Use: Agricultural Zoning District: RR

PURPOSE:

State Purpose of Request:
One Love Music Festival (Rain Date) - Raising money for Wisdom Way. Inc.'s Mission: Hand's of Hope - [501 (c) 3: 82-1010231]

Date(s) of event: Sunday, July 2, 2023 Begin Time: 1:00p End Time: 9:00p

Anticipated Number of Attendees: 400-500

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: Sarah Pack, Clerk to the Board
DATE: 05262023
SUBJECT: Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
Board Appointments	6/6/2023	Cover Memo
Application Report	6/6/2023	Cover Memo

MONTHLY BOARD APPOINTMENTS
June 5, 2023
COMMISSIONERS MEETING

****

AGRICULTURAL ADVISORY BOARD

John Benjamin Knox applied for reappointment to the At Large seat on the Agricultural Advisory Board. If reappointed, his term would end on May 31, 2026.

CENTRALINA WORKFORCE DEVELOPMENT BOARD

Corey Hill applied for reappointment to the Labor Representative seat on the Centralina Workforce Development Board. If reappointed, his term would end on June 30, 2025.

HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

Patricia Murtaugh and Peggy Price applied for reappointment to the two available At Large seats on the Home and Community Care Block Grant Committee. If reappointed, both terms would end on June 30, 2026.

The following Agency Directors have been reappointed to represent their agency as a Funded Provider for a one-year term, according to the Home And Community Care Block Grant Committee guidelines:

Nan Buehrer, Executive Director	Rufty-Holmes Senior Center	July 1, 2023 thru June 30, 2024
Micah Ennis, Director	Rowan County DSS	July 1, 2023 thru June 30, 2024
Cindy Fink, Executive Director	Meals on Wheels Rowan	July 1, 2023 thru June 30, 2024
Beth Huber, Executive Director	Trinity Living Center	July 1, 2023 thru June 30, 2024
Valerie Steele, Director	Rowan Transit System	July 1, 2023 thru June 30, 2024

JUVENILE CRIME PREVENTION COUNCIL

Scott Teamer applied for the General Public Seat on the Juvenile Crime Prevention Council that became vacant on July 1, 2022. If appointed, his term would end on June 30, 2024.

REGION F AGING ADVISORY COMMITTEE

The following applications for reappointments were received for the three At Large seats on the Region F Aging Advisory Committee. If reappointed, these three terms would end on June 30, 2025:

Michael Agee	At Large
Alex Bruce	At Large
Crystal Clement	At Large

****All Region F Aging Advisory appointees are automatically also appointed to the Home and Community Care Block Grant Committee*

ROWAN-CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES

Carl Short applied for reappointment to the At Large seat on the Rowan-Cabarrus Community College Board of Trustees. If reappointed, his term would end on June 30, 2027.

(Note: There are approximately 50 vacancies on various boards.)

APPLICATIONS FOR BOARDS WITHOUT VACANCIES

****

ATWELL TOWNSHIP VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONER

Mr. Frank Greene, Bryant Clark and Kenneth R. Cole submitted applications; however, there are no current vacancies. The next vacancy will be July 1, 2023.

EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Lynn Bost submitted application; however, there are no current vacancies. The next vacancy will be August 1, 2023.

HEALTH BOARD

Mary Ponds submitted application; however, there are no vacancies. The next vacancy will be January 1, 2024.

ROWAN ECONOMIC DEVELOPMENT COUNCIL

Octavia P Shoats-Morrison, Jerome B Davis, Haylee Gardner Shuping and Jody Aaron Taylor submitted applications; however, there are no current vacancies. The next vacancies will be January 1, 2024.

ROWAN TRANSIT SYSTEM ADVISORY Board (RTSAB)

Coutney Gordan submitted application; however, there are no current vacancies. The next vacancy will be July 1, 2023.

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.

Octavia P Shoats-Morrison submitted application; however, there are no current vacancies. The next vacancy will be July 1, 2024.

UNION VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Eric Dean Brady submitted application; however, there are no current vacancies. The next vacancy will be July 1, 2023.

Agricultural Advisory Board

Rowan County | Generated 5/25/2023 @ 2:59:50 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
farmer John Benjamin Knox	5/16/2023	915 Knox Rd CLEVELAND, NC 27013-8821 **Resident:** Yes **Ward/District:** Cleveland	**Phone:** 17044332119 **Email:** jbk1959@att.net	Validated

farmer John Benjamin Knox

Rowan County | Generated 5/25/2023 @ 10:59 am by OnBoard2 - Powered by ClerkBase

Status

Name	farmer John Benjamin Knox
Application Date	5/16/2023
Expiration Date	5/16/2024
Board Member	**John Benjamin (Ben) Knox**
Status	Validated

Board	Vacancies	Status
Agricultural Advisory Board	0	BoC Meeting

Basic Information

Name
farmer John Benjamin Knox

Business/Civic Experience and why you feel you are qualified for this appointment:
Am already serving on board Applying for reappointment.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Request for Waiver of Term Limits
no

Contact Information

Address
915 Knox Rd
CLEVELAND, NC 27013-8821

Resident
Yes

Ward/District
Cleveland

Phone
17044332119

Email
jbk1959@att.net

Occupation

Employer
Knox Grain Farms

Occupation
Farmer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Atwell Township Volunteer Fire Department Fire Commissioners

Rowan County | Generated 5/25/2023 @ 2:59:52 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Bryant Clark	3/13/2023	535 Orbison Rd Mooresville, NC 28115 **Resident:** Yes	**Phone:** 7045302222 **Email:** bryantclark33@yahoo.com	Validated
ken Cole	3/7/2023	108 Chippewa Trail China Grove, NC 28023 **Resident:** Yes	**Phone:** 7049964421 **Email:** krcole@gmail.com	Validated
Frank Greene	3/15/2023	4785 Jackson Rd Mooresville, NC 28115 **Resident:** Yes	**Phone:** 704-467-4660 **Email:** fjgreene3@gmail.com	Validated

Bryant Clark

Rowan County | Generated 5/25/2023 @ 10:59 am by OnBoard2 - Powered by ClerkBase

Status

Name	Bryant Clark
Application Date	3/13/2023
Expiration Date	3/13/2025
Board Member	**Bryant Clark**
Status	Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Bryant Clark

Business/Civic Experience and why you feel you are qualified for this appointment:
For the Past 4 years my title was GM and responsible for Top Line and Bottom Line Numbers for Dellinger Precast. I had to work within budgets and meet margins for our board of directors.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Contact Information

Address
535 Orbison Rd
Mooresville, NC 28115

Resident
Yes

Ward/District

Phone
7045302222

Email
bryantclark33@yahoo.com

Occupation

Employer
Evercast Concrete

Occupation
Director of Sales-National Accounts

ken Cole

Rowan County | Generated 5/25/2023 @ 10:59 am by OnBoard2 - Powered by ClerkBase

Status

Name	ken Cole
Application Date	3/7/2023
Expiration Date	3/7/2025
Board Member	**Kenneth R Cole**
Status	Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
ken Cole

Business/Civic Experience and why you feel you are qualified for this appointment:
I served on the commission in 2022.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
108 Chippewa Trail
China Grove, NC 28023

Resident
Yes

Ward/District

Phone
7049964421

Email
krcole@gmail.com

Occupation

Employer
SCN Bestco

Occupation
Finance

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Frank Greene

Rowan County | Generated 5/25/2023 @ 10:59 am by OnBoard2 - Powered by ClerkBase

Status

Name	Frank Greene
Application Date	3/15/2023
Expiration Date	3/15/2025
Board Member	**Frank Greene**
Status	Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Frank Greene

Business/Civic Experience and why you feel you are qualified for this appointment:
Have been a member of Atwell Fire Dept for 30 years.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
4785 Jackson Rd
Mooresville, NC 28115

Resident
Yes

Ward/District

Phone
704-467-4660

Email
fjgreene3@gmail.com

Occupation

Employer
FEW Builders LLC

Occupation
Self Employed

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

East Gold Hill Volunteer Fire Department Fire Commissioners

Rowan County | Generated 5/25/2023 @ 2:59:58 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Lynn Bost	3/14/2023	475 Reedy Creek RD Gold Hill, NC 28071 **Resident:** Yes	**Phone:** 7042016771 **Email:** lynnbost@yahoo.com	Validated

Lynn Bost

Rowan County | Generated 5/25/2023 @ 10:59 am by OnBoard2 - Powered by ClerkBase

Status

Name	Lynn Bost
Application Date	3/14/2023
Expiration Date	3/14/2025
Board Member	**Lynn Bost**
Status	Validated

Board	Vacancies	Status
East Gold Hill Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Lynn Bost

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
475 Reedy Creek RD
Gold Hill, NC 28071

Resident
Yes

Ward/District

Phone
7042016771

Email
lynnbost@yahoo.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Health Board

Rowan County | Generated 5/25/2023 @ 3:00:00 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mary Ponds	12/22/2022	PO Box 156 Granite Quarry, NC, NC 28072 **Resident:** Yes	**Phone:** 704-639-6273 **Email:** marysponds@yahoo.com	Validated

Mary Ponds

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mary Ponds
Application Date	12/22/2022
Expiration Date	12/22/2024
Board Member	**Mary S. Ponds**
Status	Validated

Board	Vacancies	Status
Health Board	0	BoC Meeting

Basic Information

Name
Mary Ponds

Business/Civic Experience and why you feel you are qualified for this appointment:
Currently a member of Rowan County Public Health Board of Health

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
PO Box 156
Granite Quarry, NC, NC 28072

Resident
Yes

Ward/District

Phone
704-639-6273

Email
marysponds@yahoo.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Home and Community Care Block Grant Advisory Committee

Rowan County | Generated 5/25/2023 @ 3:00:04 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Patricia M Murtaugh	3/22/2023	3507 Mooresville rd Salisbury, NC 28147 **Resident:** Yes	**Phone:** 7046369237 **Cell Phone:** 7046403529 **Email:** pmmurt@gmail.com	Validated
Margaret (Peggy) Price	4/20/2023	101 Carriage Lane Salisbury, NC 28146 **Resident:** Yes	**Phone:** 7046395090 **Email:** priceg12@yahoo.com	Validated

Patricia M Murtaugh

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Patricia M Murtaugh
Application Date	3/22/2023
Expiration Date	3/22/2025
Board Member	**Patricia Murtaugh**
Status	Validated

Board	Vacancies	Status
Home and Community Care Block Grant Advisory Committee	0	BoC Meeting

Basic Information

Name
Patricia M Murtaugh

Business/Civic Experience and why you feel you are qualified for this appointment:
Completing first term now on the HCCBG Committee

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
3507 Mooresville rd
Salisbury, NC 28147

Resident
Yes

Ward/District

Phone
7046369237

Cell Phone
7046403529

Email
pmmurt@gmail.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Margaret (Peggy) Price

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Margaret (Peggy) Price
Application Date	4/20/2023
Expiration Date	4/20/2024
Board Member	**Peggy Price**
Status	Validated

Board	Vacancies	Status
Home and Community Care Block Grant Advisory Committee	0	BoC Meeting

Basic Information

Name
Margaret (Peggy) Price

Business/Civic Experience and why you feel you are qualified for this appointment:
I am currently serving as chair on this committee and would like the opportunity to continue. I feel the seniors of Rowan County need a voice in services provided.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
101 Carriage Lane
Salisbury, NC 28146

Resident
Yes

Ward/District

Phone
7046395090

Email
priceg12@yahoo.com

Occupation

Employer
N/a

Occupation
Retired

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Juvenile Crime Prevention Council

Rowan County | Generated 5/25/2023 @ 3:00:08 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Scott Teamer	5/18/2023	1205 Bringle Ferry Rd Salisbury, NC 28144 **Resident:** Yes	**Phone:** 704-640-0907 **Email:** scottteamer@att.net	Validated

Scott Teamer

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Scott Teamer
Application Date	5/18/2023
Expiration Date	5/18/2024
Board Member	**Scott Teamer**
Status	Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	3	BoC Meeting

Basic Information

Name
Scott Teamer

Business/Civic Experience and why you feel you are qualified for this appointment:
Law enforcement background / current criminal justice professor

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1205 Bringle Ferry Rd
Salisbury, NC 28144

Resident
Yes

Ward/District

Phone
704-640-0907

Email
scottteamer@att.net

Occupation

Employer
Self-employed / Livingstone College

Occupation
Professor

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Local Emergency Planning Committee

Rowan County | Generated 5/25/2023 @ 3:00:11 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Chief Operations Officer RSS Jamie Douglas Durant, Dr	3/1/2023	125 Thomas Lane Cleveland, NC 27013 **Resident:** Yes	**Phone:** 7046306002 **Cell Phone:** 7042134806 **Email:** durantjd@rss.k12.nc.us	Validated

Chief Operations Officer RSS Jamie Douglas Durant, Dr

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Chief Operations Officer RSS Jamie Douglas Durant, Dr
Application Date	3/1/2023
Expiration Date	3/1/2025
Board Member	**Jamie Douglas Durant, Dr**
Status	Validated

Board	Vacancies	Status
Local Emergency Planning Committee	0	BoC Meeting

Basic Information

Name
Chief Operations Officer RSS Jamie Douglas Durant, Dr

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
125 Thomas Lane
Cleveland, NC 27013

Resident
Yes

Ward/District

Phone
7046306002

Cell Phone
7042134806

Email
durantjd@rss.k12.nc.us

Occupation

Employer
Rowan Salisbury Schools

Occupation
Chief Operations Officer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Locke Volunteer Fire Department Fire Commissioners

Rowan County | Generated 5/25/2023 @ 3:00:13 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Brent J Mincey	5/16/2023	932 Barnhardt Rd China Grove, NC 28023 **Resident:** Yes	**Phone:** 7047910948 **Email:** brentjmincey@gmail.com	Validated

Brent J Mincey

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Brent J Mincey
Application Date	5/16/2023
Expiration Date	5/16/2024
Board Member	**Brent J Mincey**
Status	Validated

Board	Vacancies	Status
Locke Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Brent J Mincey

Business/Civic Experience and why you feel you are qualified for this appointment:
25 years experience in the fire service
and resident of Locke FD district for 18

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
932 Barnhardt Rd
China Grove, NC 28023

Resident
Yes

Ward/District

Phone
7047910948

Email
brentjmincey@gmail.com

Occupation

Employer
Charlotte Fire Department

Occupation
Fire Captain

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Miller Ferry Volunteer Fire Department Fire Commissioners

Rowan County | Generated 5/25/2023 @ 3:00:16 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mr Clyde Stewart Ash	5/17/2023	1250 Crane View Road Salisbury, NC 28146 **Resident:** Yes **Ward/District:** Miller's Ferry	**Phone:** 704-431-4754 **Cell Phone:** 630-258-9882 **Email:** sash34@carolina.rr.com	Validated
David Linn Oakley	3/3/2023	795 Crawford Rd Salisbury, NC 28146 **Resident:** Yes	**Phone:** 704640-8108 **Cell Phone:** 704640-8108 **Email:** linnoakley@gmail.com	Validated

Mr Clyde Stewart Ash

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr Clyde Stewart Ash
Application Date	5/17/2023
Expiration Date	5/17/2024
Board Member	**Clyde Stewart Ash**
Status	Validated

Board	Vacancies	Status
Miller Ferry Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Mr Clyde Stewart Ash

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been a fire commissioner for Miller's Ferry Fire Department for the past two years and would like to continue assisting them in that role.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1250 Crane View Road
Salisbury, NC 28146

Resident
Yes

Ward/District
Miller's Ferry

Phone
704-431-4754

Cell Phone
630-258-9882

Email
sash34@carolina.rr.com

Occupation

Employer
Retired

Occupation
Petroleum Pipeline Engineer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

David Linn Oakley

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	David Linn Oakley
Application Date	3/3/2023
Expiration Date	3/3/2025
Board Member	**David Linn Oakley**
Status	Validated

Board (Rank)	Vacancies	Status
Miller Ferry Volunteer Fire Department Fire Commissioners (1)	0	BoC Meeting
Miller Ferry Volunteer Fire Department Board of Trustees (2)	1	Pending

Basic Information

Name
David Linn Oakley

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
795 Crawford Rd
Salisbury, NC 28146

Resident
Yes

Ward/District

Phone
704640-8108

Cell Phone
704640-8108

Email
linnoakley@gmail.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Planning Board

Rowan County | Generated 5/25/2023 @ 3:00:20 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Jonathan S Barbee	1/18/2023	101 Polo Drive Salisburu, NC 28144 **Resident:** Yes	**Phone:** 9802343088 **Email:** barbeejs@outlook.com	Validated

Jonathan S Barbee

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Jonathan S Barbee
Application Date	1/18/2023
Expiration Date	1/18/2025
Board Member	**Jonathan Barbee**
Status	Validated

Board (Rank)	Vacancies	Status
Library Board (1)	0	Pending
Planning Board (2)	0	BoC Meeting

Basic Information

Name
Jonathan S Barbee

Business/Civic Experience and why you feel you are qualified for this appointment:
Dr. Gary Freeze was my homeroom professor at Catawba College in FYS and a mentor to me for 2 years. I know a number of individuals already on the Planning Board.
I am highly engaged with civic organizations and listen on perspectives that improve Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
101 Polo Drive
Salisburu, NC 28144

Resident
Yes

Ward/District

Phone
9802343088

Email
barbeejs@outlook.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Region F Aging Advisory Committee

Rowan County | Generated 5/25/2023 @ 3:00:23 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mr Michael Warren Agee	3/27/2023	104 Buckingham Place Salisbury, NC 28144 **Resident:** Yes	**Phone:** 7046367583 **Cell Phone:** 7042139120 **Email:** mike.agee68@gmail.com	Validated
Alex Bruce	3/22/2023	420 Yates Rd Salisbury, NC 28146 **Resident:** Yes	**Phone:** 9802340272 **Email:** abruce2@trinityoaks.net	Validated
Crystal J Clement	4/15/2023	1311 Oakleaf Lane Salisbury, NC 28146 **Resident:** Yes	**Phone:** 13369092853 **Email:** crystaljclement@aol.com	Validated

Mr Michael Warren Agee

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr Michael Warren Agee
Application Date	3/27/2023
Expiration Date	3/27/2025
Board Member	**Michael Warren Agee**
Status	Validated

Board	Vacancies	Status
Region F Aging Advisory Committee	0	BoC Meeting

Basic Information

Name
Mr Michael Warren Agee

Business/Civic Experience and why you feel you are qualified for this appointment:
Currently serving as delegate for Region F Aging Advisory Committee, Previously served on United Way allocation Committee, Previous business experience managing resources and budgeting

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
104 Buckingham Place
Salisbury, NC 28144

Resident
Yes

Ward/District

Phone
7046367583

Cell Phone
7042139120

Email
mike.agee68@gmail.com

Occupation

Employer
Retired

Occupation
Electrical Engineer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

MICHAEL AGEE

104 Buckingham Pl, Salisbury, NC 28144
Mike.Agee68@gmail.com
704.636.7583

Education

BS-Electrical Engineering. – Clemson University/1972. MBA – Clemson University/1982

Certifications

Registered Professional Engineer/Retired-North Carolina

Registered Professional Engineer/Emeritus-South Caroline

Certified Business Continuity Professional (Retired)

Experience

Duke Energy (1972-2011)

- Early engineering positions at district and division level
- Managed Operations Centers in North and South Carolina that included engineering, operations, & construction activities related to electrical distribution facilities
- Corporate level positions including strategic planning, managing research and development, business development, business continuity& crisis management

Community Activities

- Scout Units 448 Committee member/Corporate Secretary/past Assistant Scoutmaster
- Member St. John's Lutheran Church/Church Congregation Council/past President
- Former member of Rowan Rotary/past President
- United Way in NC & SC/ most recent -allocation committee
- Region F Aging Advisory Committee - Delegate

Alex Bruce

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Alex Bruce
Application Date	3/22/2023
Expiration Date	3/22/2025
Board Member	**Alex Bruce**
Status	Validated

Board	Vacancies	Status
Region F Aging Advisory Committee	0	BoC Meeting

Basic Information

Name
Alex Bruce

Business/Civic Experience and why you feel you are qualified for this appointment:
This will be my third year of service and I feel have true understanding of the needs of services for our aging population.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
420 Yates Rd
Salisbury, NC 28146

Resident
Yes

Ward/District

Phone
9802340272

Email
abruce2@trinityoaks.net

Occupation

Employer
Trinity Oaks

Occupation
Management

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Crystal J Clement

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Crystal J Clement
Application Date	4/15/2023
Expiration Date	4/15/2024
Board Member	**Crystal J Clement**
Status	Validated

Board	Vacancies	Status
Region F Aging Advisory Committee	0	BoC Meeting

Basic Information

Name
Crystal J Clement

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been on the committee for a term.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
1311 Oakleaf Lane
Salisbury, NC 28146

Resident
Yes

Ward/District

Phone
13369092853

Email
crystaljclement@aol.com

Occupation

Employer
Retired

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Rowan Economic Development Council

Rowan County | Generated 5/25/2023 @ 3:00:28 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mrs Octavia Phoebe Shoats-Morrison	3/28/2023	420 Windsor Drive Salisbury, NC 28144 **Resident:** Yes	**Phone:** 7576364399 **Email:** phoebeomorrison@gmail.com	Validated

Mrs Octavia Phoebe Shoats-Morrison

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mrs Octavia Phoebe Shoats-Morrison
Application Date	3/28/2023
Expiration Date	3/28/2025
Board Member	**Octavia Phoebe Shoats-Morrison**
Status	Validated

Board (Rank)	Vacancies	Status
Salisbury-Rowan Community Action Agency, Inc. (1)	0	Pending
Rowan Economic Development Council (2)	0	BoC Meeting

Basic Information

Name
Mrs Octavia Phoebe Shoats-Morrison

Business/Civic Experience and why you feel you are qualified for this appointment:
I've lived in several states and witnessed the economic development of cities. I would also like to be considered for Parks and Recreation Board. I volunteered for 16 years with City of Newport News, VA Parks and 'Rec and was instrumental in implementing soccer/basketball programs.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
420 Windsor Drive
Salisbury, NC 28144

Resident
Yes

Ward/District

Phone
7576364399

Email
phoebeomorrison@gmail.com

Occupation

Employer
Retired - DOD

Occupation
Contracting Officer Rep/Sr Printing Specialist

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Octavia P Shoats-Morrison
420 Windsor Drive
Salisbury NC 28144

Email: phoebeomorrison@gmail.com
Home: (757) 636-4399

Work Experience:

Storage Control Associate, Burlington Stores, Salisbury NC, 28144, March 2020 – Dec 2021 and Wal-Mart Stores Jan 2022 - Jan 2023

- As a Shortage Control Associate, responsible for maintaining a professional loss prevention presence at the store entrance
- Greeting all customers as they enter to ensure customers can see our commitment to providing a safe and secure shopping environment, and to deter theft, shoplifting, and other dishonest activities
- Ensuring my confidence, positive attitude, and engaging personality will allow me to effectively build trust and respect among customers and colleagues.
- Remain alert and engaged in monitoring the entrance and greeting customers during the entire duration of every assigned shift
- Project a professional image including wearing appropriate company-issued loss prevention attire, complying with company dress-code, and utilizing a positive and confident communication-style
- Maintain a clean, organized, and welcoming store entrance environment
- Greet customers with a smile, answer questions, and provide excellent customer service
- Learn and apply all shortage control best practices including performing bag and package checks and enforcing all safety and security standards
- Observe and report on key shortage control insights within your location and work with Asset Protection Investigators and leadership to address areas of opportunity

Senior Publication Specialist/Contracting Officer Representative {COR}, Army Training Support Center, Training Support and Assistance Products Directorate, Fort Eustis, VA 23604, 34 years of Government Service.

- Warehouse Storage and Distribution and Shipping contract) 90% of time served as Contracting Officer's Representative (COR) and Property Administrator for the Commercial Activities (CA) Storage and Distribution and Postage contracts.

  Monitored and ensured the shipping and delivery of over 3M products to the warfighter yearly.

- Maintained surveillance plan, techniques and procedures to use in inspecting operations and contractor performance. Performed quality inspections monthly using data inputted in the inventory distribution system.

- Determined valid workload changes and recurring requirements brought out about by new mission or procedural changes as needed. Ensured workload and resources were met.

- Assured property in the contractor's possession was properly maintained and in good condition. Initiated required action to acquire replacement when item was no longer serviceable. Prepared modifications to contract when necessary.

- . Prepared and submitted Performance Work Statements (PWS), Statement of Work (SOW) and additional paperwork for funding requirements and approval of contracts to higher level management/contracting office for approval yearly.

- Managed all issues dealing with the contractor i.e., health, safety, training and environmental.

- On a daily basis, ensured products were shipped in a timely manner to the warfighter and bases world-wide.

- Prepared budget inputs and executed the annual funding provided for warehouse activities including the contract, equipment lease, supplies and other expenses. Captured and maintained postage log by tracking shipping costs in monthly postage expense spreadsheet weekly. .

- As Publications Specialist for departmental publications, interfaced with DA and DOD on initial replication, requirement and distribution of ADTLP publications and forms in support of the Army's Distant Learning Plan.

- Analyzed, determined, coordinated and trained team members on printing specifications, to include printing processes, color, layout, design, format and packaging. Advised publication technicians on submission of SF1s, 843's and 2511's for outsourcing,

    - Prepared and submitted all High-Level Print jobs for Higher Echelon on Bases.

    - Wrote and submitted Specification to the Government Printing Office for all Aircraft/Building Decals under Air Combat Command, Langley AFB VA

    - Experience in recruiting, screening, interviewing and hiring practices. Served on hiring panels for various positions in the organization. Instrumental in determining duties to be performed and submitted to Human Resources to be placed in job Position Descriptions.
    - Responsible for the printing and distribution of all materials commissioning the George W. Bush Submarine and the Aircraft decals for all bases under Air Comat Command.

Served as President of AFGE (American Federation of Government Employees), Local 1643 from 2015 - 2019.
Previously served as VP and Chief Steward as well from 2013-2015.

Education:

B.S. IN BUSINESS - HAMPTON INSTITUTE - 1985

HAMPTON, VIRGINIA, 23666

Additional Information

PERFORMANCE APPRAISALS – OUTSTANDING FOR 34 YEARS AND ADDITIONAL SUPERIOR PERFORMANCE AND ON-THE-SPOT AWARDS

CERTIFICATE OF ACHIEVEMENT FOR COURSES TAKEN IN COMMUNICATION THROUGH SKILLSOFT

CERTIFICATE OF TRAINING FROM THE GOVERNMENT PRINTING OFFICE FOR COMPLETING "HOW TO COMMUNICATE EFFECTIVELY TO GET THE PRINTING YOU DESIRE"

NUMEROUS LETTERS OF APPRECIATION

CERTIFICATES FROM THE DEFENSE ACQUISITION UNIVERSITY FOR COMPLETING THE FOLLOWING ONLINE COURSES.
1. CONTRACTING OFFICER REPRESENTATIVE WITH A MISSION FOCUS
2. CONTRACTING OFFICER REPRESENTATIVE REFRESHER COURSE
3. CONTRACTING FOR THE REST OF US
4. CONTRACT SOURCE SELECTION
5. TECHNICAL REVIEWS
6. ETHICS TRAINING FOR ACQUISITION TECHNOLOGY AND LOGISTICS
7. MARKET RESEARCH
8. SPEND ANALYSIS STRUCTURE
9. WORK BREAKDOWN STRUCTURE
10. CONTRACTING OVERVIEW

CERTIFICATE FROM THE ARMY LOGISTICS MANAGEMENT COLLEGE, FORT LEE, VIRGINIA FOR COMPLETION OF THE "CONTRACTING OFFICER'S REPRESENTATIVE COURSE (COR) - 8/08
ATTENDED MICC ACQUISITION WORKSHOP - 5/09
ONLINE COURSES ENHANCING CUSTOMER SERVICE/COMMUNICATION SKILLS

Coaching/Volunteering

Volunteered for over 17 years with the Parks and Recreation in the City of Newport News, VA coaching soccer. Coached all age groups from 5-17 years of age.

Coached Hampton High School Varsity Girls Soccer team for 2 years. (2016-2018)

Assisted Volleyball Coach at Crittenden Middle School in Newport News VA

Volunteered for over 5 years as Assistant Basketball Coach for Recreational Teams

Octavia P Shoats-Morrison
420 Windsor Drive
Salisbury NC 28144

Email: phoebeomorrison@gmail.com
Home: (757) 636-4399

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- Assured property in the contractor's possession was properly maintained and in good condition. Initiated required action to acquire replacement when item was no longer serviceable. Prepared modifications to contract when necessary.

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    - Prepared and submitted all High-Level Print jobs for Higher Echelon on Bases.

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    - Experience in recruiting, screening, interviewing and hiring practices. Served on hiring panels for various positions in the organization. Instrumental in determining duties to be performed and submitted to Human Resources to be placed in job Position Descriptions.
    - Responsible for the printing and distribution of all materials commissioning the George W. Bush Submarine and the Aircraft decals for all bases under Air Comat Command.

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Previously served as VP and Chief Steward as well from 2013-2015.

Education:

B.S. IN BUSINESS - HAMPTON INSTITUTE - 1985

HAMPTON, VIRGINIA, 23666

Additional Information

PERFORMANCE APPRAISALS – OUTSTANDING FOR 34 YEARS AND ADDITIONAL SUPERIOR PERFORMANCE AND ON-THE-SPOT AWARDS

CERTIFICATE OF ACHIEVEMENT FOR COURSES TAKEN IN COMMUNICATION THROUGH SKILLSOFT

CERTIFICATE OF TRAINING FROM THE GOVERNMENT PRINTING OFFICE FOR COMPLETING "HOW TO COMMUNICATE EFFECTIVELY TO GET THE PRINTING YOU DESIRE"

NUMEROUS LETTERS OF APPRECIATION

CERTIFICATES FROM THE DEFENSE ACQUISITION UNIVERSITY FOR COMPLETING THE FOLLOWING ONLINE COURSES.
1. CONTRACTING OFFICER REPRESENTATIVE WITH A MISSION FOCUS
2. CONTRACTING OFFICER REPRESENTATIVE REFRESHER COURSE
3. CONTRACTING FOR THE REST OF US
4. CONTRACT SOURCE SELECTION
5. TECHNICAL REVIEWS
6. ETHICS TRAINING FOR ACQUISITION TECHNOLOGY AND LOGISTICS
7. MARKET RESEARCH
8. SPEND ANALYSIS STRUCTURE
9. WORK BREAKDOWN STRUCTURE
10. CONTRACTING OVERVIEW

CERTIFICATE FROM THE ARMY LOGISTICS MANAGEMENT COLLEGE, FORT LEE, VIRGINIA FOR COMPLETION OF THE "CONTRACTING OFFICER'S REPRESENTATIVE COURSE (COR) - 8/08
ATTENDED MICC ACQUISITION WORKSHOP - 5/09
ONLINE COURSES ENHANCING CUSTOMER SERVICE/COMMUNICATION SKILLS

Coaching/Volunteering

Volunteered for over 17 years with the Parks and Recreation in the City of Newport News, VA coaching soccer. Coached all age groups from 5-17 years of age.

Coached Hampton High School Varsity Girls Soccer team for 2 years. (2016-2018)

Assisted Volleyball Coach at Crittenden Middle School in Newport News VA

Volunteered for over 5 years as Assistant Basketball Coach for Recreational Teams

Rowan Transit System Advisory Board (RTSAB)

Rowan County | Generated 5/25/2023 @ 3:00:31 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Cortney Gordon	3/30/2023	521 Gold Hill Avenue Rockwell, NC 28138 **Resident:** Yes	**Phone:** 6106980539 **Email:** cgordon0324@gmail.com	Validated

Cortney Gordon

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Cortney Gordon
Application Date	3/30/2023
Expiration Date	3/30/2025
Board Member	**Cortney Gordon**
Status	Validated

Board	Vacancies	Status
Rowan Transit System Advisory Board (RTSAB)	1	BoC Meeting

Basic Information

Name
Cortney Gordon

Business/Civic Experience and why you feel you are qualified for this appointment:
I am an advocate for access to transportation for the residents in Rowan County. And am passionate and wanting to learn more about the process, policies, and ways I can be more present and helpful to my patients and fellow residents in Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
521 Gold Hill Avenue
Rockwell, NC 28138

Resident
Yes

Ward/District

Phone
6106980539

Email
cgordon0324@gmail.com

Occupation

Employer
DaVita Dialysis Care of Rowan

Occupation
Social Worker

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Cortney Gordon, MSW

521 Gold Hill Avenue | Rockwell, NC 28138 | (610) 698-0539 | cgordon0324@gmail.com

EXECUTIVE SUMMARY: I am a highly qualified professional with a Master of Social Work Degree with over eight years of experience seeking a position to foster my growing clinical skills as I pursue my clinical licensure as an LCSWA. I am a natural born leader that can work harmoniously with people from diverse backgrounds, cultures, and populations; serving youth through geriatrics. My vocational experiences have given me opportunities to counsel patients, participate in treatment plan development and work collaboratively alongside the treatment team in both health care and community settings. Creative thinker with exceptional work ethic, crisis management, problem solving, and organizational skills. My greatest strength is my ability to lead and empower all patients to reach developmental, vocational and holistic goals.

SKILLS & CERTIFICATIONS:

- Over 20 Years of expertise in Microsoft Suite, Power School, Apple Training.
- Exceptional abilities to communicating with doctors, nurses, home health companies and other healthcare personnel and agencies and coordinate healthcare service
- Expert knowledge of medical conditions and terminology with the ability to develop treatment and intervention plans to address the behavioral issues the patient exhibits.
- Evaluating the mental, emotional and physical status of patients
- Providing bereavement counseling services to families.
- Coordinated and monitored treatment recommendations and services.
- Set boundaries, clear goals and objectives, as well as be an active listener.
- Exceptional organizational and interpersonal skills.
- Member of Phi Alpha Moo Social Work Honors Program, Graduated with Cum Lade
- Supervised and mentored students in the BSW program (Kutztown University).

EDUCATION & TRAINING:

Kutztown University, Kutztown Pennsylvania (2014-2016)

- Earned: Advanced Standing Master of Social Work (MSW). (2016).
- Earned: Bachelor of Social Work (BSW) minor in Psychology. (2014).

INTERNSHIP:

Abilities in Motion, Pennsylvania (2014-2016).
MSW Social Work Internship (19601 Hours) (900 Practicum Hours).

- Created curriculum and activities for grant funded post high school and college readiness program. Worked with students with disabilities and taught life-long skills which included co-op employer placement, cooking, and cleaning. Managed public transportation assignments and created vocational opportunities that led to meaningful employment opportunities for youth with special needs. Served as a liaison between the healthcare facility and the community.

Berks County Area, Pennsylvania (2013-2014)
BSW Social Work Internship (400 Hours)

- Collaborated with various agencies within the protective services unit to assist with Medicare waivers, case management, intake, and ombudsman. Participated in meals on wheels and worked with the homelessness coalition within the community.

PROFESSIONAL WORK EXPERIENCE:

DaVita Dialysis of Rowan County Salisbury, NC October 2021- Present
Nephrology Social Worker II

- Provide intensive case management in the outpatient clinic setting for both individuals with disabilities and serious mental health needs receiving life sustaining dialysis treatment.
- Facilitate a counseling pathway program specific to DaVita Dialysis; utilizing skills and interventions from CBT, DBT, motivational interviewing, and other theoretical frameworks to try to help end stage renal disease dialysis patients with disease management, helping patients to understand the importance of meeting renal goals, and to help address any quality of life concerns or needs.
- Actively participate and collaborate with interdisciplinary team members to provide assistance to patients assess, address, and intervene for patient needs to ensure highest level of care and quality of life.
- Recognized for my ability to lead and my experience in the health care setting providing services to patients with End Stage Renal Disease, provide leadership on a social work advisory group with purpose of increasing engagement and metrics among our social work team leading to higher quality care to our patient's.
- Oversee the social work care and services to approximately 120 patient's receiving outpatient hemodialysis, peritoneal dialysis, and home hemodialysis treatments.

Wake Forest Baptist Hospital Lexington Dialysis Center Lexington, NC September 2017-October 2021
Nephrology Social Worker

- Recognized for my ability to train newly hired nephrology social worker on how to effectively conduct psychosocial assessments, create opportunities for patients to participate in therapy sessions, discuss discharge plans, and learn various crisis interventions and coping strategies.
- Lead and assist with support with clinical and functioning procedures to advance patient health and minimize hospitalizations for patients.
- Educate patients about their kidney disease, and how community resources can help them with getting back to activities they enjoy.
- Highly praised for my abilities to support patients in every stage and treatment serve as a notable resource for support when families and patients are dealing with end-stage renal disease (ESRD)
- Effectively introduce and implement coping skills the assist patients and families, heighten family support by providing community resources to families in need.
- Serve as a liaison and work hard to find community recourse for transportation, home health services and nutritional needs.
- Assist with patients understanding their rights, responsibility, code of conduct and help families and patients with grievance procedures within the Lexington Dialysis Center.

Youth Advocate Program Inc. Reading, Pennsylvania October 2016-July 2017
Behavioral Specialist Consultant, Mobile Therapist

- Supervised client advocates and family specialist on interdisciplinary teams.
- Provided client system bio-psycho-social needs assessment, develop treatment plan, and facilitate needed interventions.
- Developed and assessed client system goals and discussed goals with teams.
- Planned discharge from care facility to home or other care facility, monitored, evaluated, and recorded client progress according to measurable goals.
- Identified environmental impediments to patient progress through interviews and review of patient records.
- Referred patient, client, or family to community resources to assist in recovery from mental or physical illness and to provide access to services such as financial assistance, legal aid, housing, job placement or education.

Abilities in Motion Reading Pennsylvania May 2014-May 2016

Service Coordinator, Quality Assurance Manager

- Analyze and recommend changes to systems and operational procedures. Conducted audits and keep reports to document all quality assurance activities
- Consistently exceeded goals in monthly metrics and provide timely and accurate results without sacrificing quality of work.
- Created and implemented effective and efficient protocols for testing.
- Maintained 96% accuracy on all spreads with less than 1% returned for re-spread during the review period.
- Provided a positive customer experience with fair, friendly, and courteous service
- Record and track any complaints or issues, including the cause and solution, through both tracking systems and records
- Interpreted, complied with and develop the company's quality assurance standards.
- Developed and improved upon standards for design and production.
- Identified training opportunities and needs for the entire company and ensured the completion of necessary training by all departments.

REFERENCES

Annie Barton

Youth Advocate Program Director

(717) 271-6843

Aburton@youthranch.org

Angelica Levesque

Abilities in Motion Service Coordinator Supervisor

(484) 561-4140

Abriozo@gmail.com

Ann Marie Thompson

Health Systems Management, Wake Forest Baptist Health Dialysis & Charge Nurse Supervisor

(704) 806-2293

athompson@wfopd.com

Melisa Patterson

DaVita Dialysis, Regional Point Nephrology Social Work Manager

(704) 223-1506

Melisa.Paterson@DaVita.com

Union Volunteer Fire Department Fire Commissioners

Rowan County | Generated 5/25/2023 @ 3:00:34 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Eric Dean Brady	5/2/2023	6025 Stokes Ferry Rd Salisbury, NC 28146 **Resident:** Yes **Ward/District:** Hatters Shop	**Phone:** 704-647-0911 **Cell Phone:** 704-213-7164 **Email:** ericbrady@roadrunner.com	Validated

Eric Dean Brady

Rowan County | Generated 5/25/2023 @ 11:00 am by OnBoard2 - Powered by ClerkBase

Status

Name	Eric Dean Brady
Application Date	5/2/2023
Expiration Date	5/2/2024
Board Member	**Eric Dean Brady**
Status	Validated

Board	Vacancies	Status
Union Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Eric Dean Brady

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Request for Waiver of Term Limits
2 years

Contact Information

Address
6025 Stokes Ferry Rd
Salisbury, NC 28146

Resident
Yes

Ward/District
Hatters Shop

Phone
704-647-0911

Cell Phone
704-213-7164

Email
ericbrady@roadrunner.com

Occupation

Employer
Thrivent

Occupation
Financial Consultant

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Carl Short, Jr.

Rowan County | Generated 6/5/2023 @ 8:37 am by OnBoard2 - Powered by ClerkBase

Status

Name	Carl Short, Jr.
Application Date	6/2/2023
Expiration Date	6/2/2024
Board Member	**Carl Short**
Status	Validated

Board	Vacancies	Status
Rowan-Cabarrus Community College Board of Trustees	0	Pending

Basic Information

Name
Carl Short, Jr.

Business/Civic Experience and why you feel you are qualified for this appointment:
I am currently serving as an appointment of the Rowan County Board of Commissioners to the Rowan-Cabarrus Community College Board of Trustees.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
602 S. Fulton Street
Salisbury, NC 28144

Resident
Yes

Ward/District

Phone
(704) 798-0163

Email
cshort@woodsonlawyers.com

Occupation

Employer
The Woodson Law Firm

Occupation
Lawyer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

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:	Sarah Pack, Clerk to the Board
DATE:	6/5/23
SUBJECT:	NCGS 143-318.11(a)(3)

The Board is asked to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on April 3, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege regarding a matter involving the NC State Department of Transportation and Rowan County.