ROWAN COUNTY COMMISSION AGENDA
September 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/rowanboc
Password: 028144

Or join by phone: (602) 753-0140 (720) 928-9299 (213) 338-8477
Webinar ID: 976 9368 1450
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. Sole-Source SHI International - FY24
   - B. Sole-Source Northwoods Compass - FY24
   - C. Sole-Source ESI Acquisition, Inc - FY24
   - D. Revision of WEPEC procedure and event contract
   - E. Sole-Source Leads OnLine - FY24
   - F. Sole-Source TK Elevator Corporation - FY24
   - G. South Data Inc. Approval - FY24
   - H. Request for Public Hearing on Amendments to Ordinance Ch. 8.5 Farmland Preservation
   - I. Consider Approval of the Minutes

J. GRANT APPLICATION: Rowan DSS: Salisbury-Rowan Community Foundation Grant 2023: One Church One Child
K. RFQ Authorization - Crawford Building
L. Rowan County Health Department - 2023-24 Environmental Health Fee Schedule
M. Approval of Purchase - NCDOT IMD Vehicle Order - 20' LTV - Rowan Transit System
N. Approval of Purchase - NCDOT IMD Vehicle Order (2-Raised Roof) - Rowan Transit System
O. Budget Amendment - Dog Exercise Area NDDAC at Rowan County Animal Shelter
P. Budget Amendments
Q. Plumbing Grant correction
R. Refund to Novant Health
S. Sole-Source Freshworks - FY24
T. FIRST AMENDEMENT Hangar Lease Retail Business Services, LLC
U. CPS Social Worker Sign-On Bonus and Salary Increase
V. GRANT APPLICATION: Sheriff's Office request approval to apply for NHTSA Funding
W. Proclamation: September 2023 Library Card Sign-up Month
X. Dave Clay - Centenarian
Y. Reduced Adoption Fees for the Month of September
Z. Agenda Addition - Rowan County ADA Contracts - FY24

2. Public Comment Period
3. Regular Agenda Items
   A. Public Hearing for Rowan Transit FY25 Grant Applications
   B. Consider PE 06-23 Mooresville Motorsport Complex
   C. Board Appointments
4. Closed Session
   A. Confidential Settlement Discussion
5. 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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Randy Cress, Assistant County Manager/Chief Information Officer
DATE: 9/5/2023
SUBJECT: Sole-Source SHI International - FY24

Rowan County Purchasing Policy requires sole-source purchases over $5,000 to 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;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration.

Rowan County IT uses Microsoft EA supported by SHI International Corp. This agreement is a renewal to provide annual maintenance on this essential software. Annual maintenance will not exceed $215,473.73.

Attached is the FY24 quote from SHI International.

Initial Approval of Microsoft Software 9/7/2021, Agenda Item Z.

Recommendation:
Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with SHI International Corp. for FY24; not to exceed $215,473.73.

ATTACHMENTS:
1. Quote

Pricing Proposal
Quotation #: 23178160
Reference #: EA#57245251-Year-3 of 3
Created On: 3/6/2023
Valid Until: 7/31/2023

NC-County of Rowan County

Randy Cress
130 W Innes Street
Suite 300
Salisbury, NC 28144
UNITED STATES
Phone: 704-216-8116
Fax:
Email: randy.cress@rowancountync.gov

Microsoft Inside Account Manager

Eric Franzyshen
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-744-4084
Fax:
Email: MSSouthAtlanticGov@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Exchange Server Ent ALng SA-Year-3 of 3 Microsoft - Part#: 395-02504 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA# 57245251	2	$712.53	$1,425.06
2	Win Remote Desktop Services CAL ALng SA DCAL-Year-3 of 3 Microsoft - Part#: 6VC-01253 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA# 57245251	784	$19.66	$15,413.44
3	Visual Studio Pro MSDN ALng SA-Year-3 of 3 Microsoft - Part#: 77D-00111 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA# 57245251	2	$302.21	$604.42
4	SQL Server Standard Core ALng SA 2L-Year-3 of 3 Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA# 57245251	10	$576.58	$5,765.80
5	Win Server DC Core ALng SA 2L-Year-3 of 3 Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA# 57245251	160	$124.49	$19,918.40
6	O365 E3 FSA Sub Per User-Year 3 of 3	700	$183.46	$128,422.00

	Microsoft - Part#: AAA-10758 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA#57245251			
7	CCAL Bridge O365 FSA Sub Platform Per User-Year-3 of 3 Microsoft - Part#: AAA-12417 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA# 57245251	700	$15.43	$10,801.00
8	Win Enterprise Device ALng SA Platform-Year-3 of 3 Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/1/2023 – 9/30/2024 **Note:** EA# 57245251	793	$41.77	$33,123.61
			Total	$215,473.73

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Micah Ennis, Social Services Director
DATE: 9/5/2023
SUBJECT: Sole-Source Northwoods Compass - FY24

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

The Department of Social Services entered into an agreement with Northwoods Consulting Partners, Inc. to provide document support service, Compass for DSS. This was approved by the BOC on July 18, 2022; Agenda Item S. Due to the standardization the County is requesting to extend the agreement for FY24.

Board of Commissioners to approve the sole-source and authorize the Director of Social Services to approve contract with Northwoods Consulting Partners, Inc. for FY24.

ATTACHMENTS:
None

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A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Allen Cress, Emergency Services Chief
DATE: 9/5/2023
SUBJECT: Sole-Source ESI Acquisition, Inc - FY24

Rowan County Purchasing Policy requires sole-source purchases over $5,000 to 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 Emergency Services currently utilizes software maintenance through ESI Acquisition, Inc, previously approved as a sole-source on September 6, 2022; Agenda Item D. The contract for FY24 is not to exceed $21,707.00, with subsequent years FY25 - FY28 not to exceed $22,270.00 per year.

Attached is the five (5) year quote from ESI Acquisition/Juvare.

Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract withESI Acquisition, Inc. for FY24; not to exceed $21,707.00.

ATTACHMENTS:
1. Quote

Juvare Contact
Peter Caliri
(508) 570-8472
peter.caliri@juvare.com

When you send in a Purchase Order for the items below,
THE PURCHASE ORDER MUST INCLUDE THE
QUOTE NUMBER & QUOTE DATE TO BE ACCEPTED

Quote Number: Q-12637

Quote Date: 8/1/2023

Quote for: Rowan County EMA, NC - Rowan Co NC - 50 User SaaS Migration

Quote Expires: 9/19/2023

Quote To:

Rowan County EMA, NC

130 W Innes St
Salisbury, North Carolina 28144

Ship To:

Rowan County EMA, NC

2727 Old Concord Road, Suite E
Salisbury, North Carolina 28146-8388

Quote Contact:
TJ Brown, Chief
tj.brown@rowancountync.gov | (704) 216-8918

Thank you for your support of Juvare products and services! When you are ready to proceed with a Purchase Order:

- Address all Purchase Orders to **ESi Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303.**
- The terms and conditions of the master agreement by and between Juvare, LLC (or the above affiliate) and the Client, as set forth in the applicable master agreement, shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote. Any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void.
- Quotes issued in **US Dollars** and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juvare are subject to change. Substitutes will be provided for customer consideration and approval.

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Juvare Contact
Peter Caliri
(508) 570-8472
peter.caliri@juvare.com

Year 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users Powered by Juvare Exchange Includes: Non-Production Instance, Standard Board Set & Premium Board Set (20+ boards today), Maps & Dashboards SSO, Board Manager & User Importer	$20,400.00	1.00	$20,400.00
101-S-AGIS-1	SaaS - ArcGIS Extension	$1,307.00	1.00	$1,307.00
700-P-W-SI-T2	Professional Services - WebEOC - SaaS Implementation - Tier 2	$0.00	1.00	$0.00
			Year 1 Total:	$21,707.00

Year 2

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users	$20,400.00	1.00	$20,400.00
101-S-AGIS-1	SaaS - ArcGIS Extension	$1,870.00	1.00	$1,870.00
			Year 2 Total:	$22,270.00

Year 3

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users	$20,400.00	1.00	$20,400.00
101-S-AGIS-1	SaaS - ArcGIS Extension	$1,870.00	1.00	$1,870.00
			Year 3 Total:	$22,270.00

Year 4

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users	$20,400.00	1.00	$20,400.00
101-S-AGIS-1	SaaS - ArcGIS Extension	$1,870.00	1.00	$1,870.00
			Year 4 Total:	$22,270.00

Year 5

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users	$20,400.00	1.00	$20,400.00

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Juvare Contact
Peter Caliri
(508) 570-8472
peter.caliri@juvare.com

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
101-S-AGIS-1	SaaS - ArcGIS Extension	$1,870.00	1.00	$1,870.00
			Year 5 Total:	$22,270.00

Contract Total *plus applicable taxes	USD 110,787.00

Additional Disclaimer

Work cannot be started and dates for services cannot be secured until the applicable initial payment or purchase order has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juvare or its affiliate shall be invoiced to and paid by Client.

When you send in a Purchase Order (PO) for the items above,
THE PURCHASE ORDER MUST INCLUDE THE QUOTE NUMBER & QUOTE DATE TO BE ACCEPTED.

We look forward to working with you and your staff!

© Juvare, LLC. Proprietary and Confidential.

Quote Terms and Conditions

These Terms and Conditions ("This Agreement") are deemed accepted and are effective as of the date that a purchase order is submitted in response to this Quote ("**Effective Date**"), and is between Juvare subsidiary and/or affiliate Company noted on the Quote ("Juvare") and the End-User of the Software as noted in the Quote and/ or Purchase Order ("Client") and shall supercede any prior agreements between Juvare and Client. Juvare and Client may individually be referred to as a "Party" herein, or the "Parties" collectively. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Terms and Conditions.**. This is a Software-as-a-Service ("SaaS") based subscription agreement and not an agreement for sale. As of the Effective Date of these Terms and Conditions, these Terms and Conditions covers the Software Subscription and services (including Support Services) that Client purchases from Company as a provider of Hosted/hosting services for the Software governed by this Quote ("**Services**") pursuant to Orders and Quotes hereto that are executed and/or agreed upon by both parties and expressly references these Terms and Conditions. These Terms and Conditions shall govern the relationship as denoted in the Quote unless there is a prior agreement and/or contract in place between Juvare and Client, in which case the prior agreement and/or contract shall govern. Client agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Juvare regarding future functionality or features.
2. **Ownership and Licensing Authority.** Ownership of, and title to, the Software and Documentation shall be held by Juvare and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. Juvare and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation provided as part of the Subscription under this Agreement.All applicable trademanrks are trademarks of Juvare, all rights reserved.. Juvare is authorized to redistribute, license and/or provide subscriptions to any third-party software delivered with the Software and Documentation provided under this Agreement. The owner of such third-party software shall have the right to enforce this Agreement to the extent permitted by applicable law.
3. **Subscription.** Juvare grants to Client, and Client accepts, subject to the following terms and conditions and payment of the applicable Fees, a limited non-exclusive, non-transferable, and non-sublicensable revocable term Subscription according to the terms stated herein, to use and access the Software and Documentation for the stated Term. Except as expressly authorized in this Agreement, Client shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties or otherwise use the Software and Documentation to generate commercial revenue.
4. **Term.** The "Term" of this Agreement shall commence on the Effective Date of this Agreement and shall continue through the sooner to occur of: (i) termination of this Agreement pursuant to the terms hereof, or (ii) expiration of the "Term" of the Subscription to the Software as set forth in this Quote.
5. **Permitted Uses.** Client's, and its User's, access and use of the Software shall be limited as defined on this Quote and subject to the following terms and conditions:
   a. Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Client and Client may not grant such rights to any third party.
   b. Client may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Client. Client shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.
   c. A high-speed Internet connection is required for proper transmission of the Client Data into the Hosting Services and Software. Client, at its sole cost and expense, is solely responsible for procuring and maintaining the network connections that connect the Client network to the Hosting Services and Software, including, but not limited to, "browser" software that supports protocols used by Juvare, and to follow procedures for accessing services that support such protocols. Juvare is not responsible for notifying Client and its Users of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Client Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by Juvare. Juvare assumes no responsibility for the reliability or performance of any connections as described in this subsection.
   d. Client and its Users agree to not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Software and Hosting Services available to any third party, other than authorized Users in furtherance of Client's internal business purposes as expressly permitted by this Agreement; (ii) use the Software and Hosting Services to process data on behalf of any third party other than Client; (iii) modify, adapt, or hack the Software and Hosting Services, or otherwise attempt to gain unauthorized access to the Software and Hosting Services or related systems or networks; (iv) falsely imply any sponsorship or association with Juvare, (v) use the Software and Hosting Services in any unlawful manner, including but not limited to violation of any person's privacy rights; (vi) use the Software and Hosting Services to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (vii) use the Software and Hosting Services to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any person's intellectual property rights; (viii) use the Software and Hosting Services in any manner that interferes with or disrupts the integrity or performance of the Software and Hosting Services and its components; (ix) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Software and Hosting Services; (x) use the Software and Hosting Services to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (xi) use the Software and Hosting Services to store or transmit any "protected health information" as that term is defined in U.S. 45 C.F.R. 160.103 or "personal data" as that term is utilized in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (xii) use the Software and Hosting Services to knowingly post transmit, upload, link to, send, or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (xiii) try to use, or use the Software and Hosting Services in violation of this Agreement.
6. **Protection of Software.** Client agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of Juvare and/or its third-party licensors. The Software source code and embodied trade secrets are not licensed to the Client. Client agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and Client will not allow third parties to do so. Client may not, nor allow third parties to, modify or alter the Software in any way.
7. **Confidentiality.**Confidential Information Defined. During the Term of this Agreement and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Discloser") and the other party shall receive ("Recipient") certain Confidential Information of the Discloser. The term "Confidential Information" shall mean any and all information that the Discloser discloses to the Recipient in connection with or related to this Agreement, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, pricing information, terms of this Agreement, customers, customer lists, intellectual property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to Juvare, the Juvare Technology and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Software, and, as to Client, the Client Data, as well as any other information that the Discloser clearly communicates to the Recipient as confidential.
   Duties with Regard to Confidential Information. The Recipient agrees that it will only use the Discloser's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in this Agreement, and that it will only disclose the Discloser's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information and who are subject to written agreements with the Recipient sufficient to enable the Recipient to require such persons to comply with the Recipient's confidentiality obligations hereunder. The Recipient agrees that it will treat all of the Discloser's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.Notwithstanding the foregoing or Juvare's obligations elsewhere in this Section, Client understands that Juvare does not require any information for the performance of Services hereunder, and that Juvare cannot guarantee the security of Client Information when added to the Juvare Exchange, stored on Client's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. Juvare shall not be liable or responsible to Client or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by Client on the System, including, without limitation, within the Juvare Exchange, or while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, Juvare shall not be responsible for any breach of security or confidentiality caused by Client's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.
   Exclusions from Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Recipient or its personnel; (b) has been or is obtained by the Recipient from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Recipient without reliance in any way on the Discloser's Confidential Information; or (d) has been approved for unrestricted release by the Discloser in writing. Additionally, the Recipient may disclose the Discloser's Confidential Information where the Recipient is required by law to disclose information that is otherwise Confidential Information, provided (to the extent not prohibited by law) the Recipient has first notified the Discloser in writing as soon as is commercially reasonable of such requirement to disclose the Discloser's otherwise Confidential Information in order to permit the Discloser to seek confidential treatment of such information. With respect to any disclosure made pursuant to this Section, the Recipient (or any of its Representatives) agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is necessary under applicable law. Additionally, Client agrees to reimbursement Juvare at its then current hourly rate for such services for the number of hours spent by Juvare responding to legal requests for Client Information in Juvare possession.
   Protection of Confidential Information. Notwithstanding the "Dispute Resolution" Section of this Agreement, the Recipient acknowledges that the Discloser shall have the right to take all reasonable steps to protect the Discloser's confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Recipient does not fulfill its obligations under this Section.
   Survival of Confidentiality Obligations. Each party's obligations of confidentiality pursuant to this Section for all Confidential Information disclosed between the parties during the term of this Agreement shall survive the expiration or termination of this Agreement as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the Discloser or for five (5) years following the expiration or termination of this Agreement, whichever is longer, (ii) for Confidential Information consisting of the Discloser's customer information or Juvare's suppliers' information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of this Agreement.
   Termination of This Agreement. Upon termination of this Agreement or upon the Discloser's written request, the Recipient agrees to terminate all use of the Discloser's Confidential Information and to either return to the Discloser all copies of the Discloser's Confidential Information in its possession or under its control or to provide the Discloser with a written notice from one of the Recipient's authorized representatives certifying that all copies of the Discloser's Confidential Information in the Recipient's possession or control have been destroyed; *provided, however*, the Recipient may (at its option, but not its obligation) keep a copy of the Discloser's Confidential Information in its archives, and the provisions of this Section shall continue with respect to such Confidential Information. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.
8. **Proprietary Interests.** The Software and Documentation, and all copies thereof, shall remain the exclusive property of Juvare and/or its third-party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in Juvare and/or its third-party licensors. Client shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall Client nor attempt to do any of the foregoing. Client shall not translate any of the Juvare trademarks

into any other language or alphabet. Notwithstanding the foregoing, Client shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for Client using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Client. Client acknowledges and agrees that Juvare may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.

9. **Copying of Documentation.** Client may make as many copies of the Documentation as necessary for Client's internal purposes, provided the Client shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any Juvare trademark or logo in the Documentation, or eliminate any references to Juvare, or Juvare Software in the Documentation and provided that the Client shall reproduce and distribute the Juvare copyright and notices page contained in the Documentation with all such copies and maintain the confidentiality of the copies and destroys or returns such copies in accordance with Section 8 (Confidentiality) above.

10. **Warranty.**

Warranty by Juvare . For new Software provided pursuant to the Subscription purchased by Client pursuant to this Agreement (for instance, merely adding additional Users to the Subscription for use with the Software would not be considered new Software), Juvare warrants that, for a period of sixty (60) days from the Installation (the "Software Warranty Period"), the Software, when used in accordance with the applicable Documentation and this Agreement, will perform in compliance with the specifications for such Software as set forth in the Documentation in all material respects. In the event the Software fails to perform as warranted herein during such Software Warranty Period, and Juvare receives written notice of such failure from Client following the first occurrence of such failure (and in all events prior to the expiration of the Software Warranty Period):

a. Juvare shall use all reasonable efforts to correct any reproducible error condition reported to Juvare in such written notice during the Software Warranty Period as soon as reasonably possible (not to exceed 45 days) following receipt of such written notice;
b. if Juvare is unable to resolve such failure to comply with the warranty as provided above through either a correction or reasonable work around, Client may terminate the applicable order only (in its entirety) without penalty or liability for any amounts payable (other than charges and fees incurred prior to the effective date of such termination) on written notice to Juvare that is received by Juvare within 3 business days of the expiration of the 45 day "cure period" for any failure to comply with the warranty, and Juvare shall, within thirty (30) days following the effective date such termination, refund to Client the pre-paid unused amounts paid by Client pursuant to the terminated order during the 60 day period prior to the effective date of such termination. Additionally, to the extent not already waived or expired as provided above, all rights of termination by Client pursuant to this Section shall expire to the extent Juvare has not received a written notice of termination pursuant to this Section prior to the expiration of the Software Warranty Period;
c. In the event of termination of an order as provided in this Section, Client shall not be obligated to pay any additional charges or fees payable pursuant to such terminated order for the period after the effective date of such termination; and
d. The limited warranty provided hereunder (including Juvare's obligations to restore Software and provide corrections and Client's rights of termination pursuant to this Section) shall not apply to Software to the extent it has been modified by other than Juvare (or its contractors or agents), modified at Client's request, or not used in accordance with the requirements of this Agreement, the Documentation, specifications, and the Quotes or order forms. Juvare does not warrant that the Software will operate uninterrupted or error free, that all errors can be corrected, or that it will satisfy Client's requirements.

This Section sets forth Client's sole and exclusive remedy, and Juvare's entire liability, for the failure of the Software to satisfy the warranty described in this Section. Any refunds pursuant to this Section shall be applied against any limitations of liability set forth in this Agreement.Juvare shall have no obligations pursuant to this Section for claims under this Section for which Client does not provide Juvare written notice prior to the expiration of the Software Warranty Period.In addition to the terms above, any termination of an initial Quote or Order pursuant to this Section shall also terminate this Agreement.

Warranty by Client. Client represents and warrants that (a) the performance of its obligations and use of the Software by Client and its Users, including, without limitation, any Administrators or Sub-Administrators, if any, will not violate any applicable laws or regulations, Juvare's rules and regulations or cause a breach of any agreements with any third parties; (b) it will not interfere with Juvare's systems or the use of any services or systems by other Juvare's clients; (c) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain protected health information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (d) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain personal data as regulated by the General Data Protection Regulation 2016/679 (the "GDPR"); and (e) it will not send any notifications, be it SMS, email, text, pager alerts, phone calls, using the Software or Systems without obtaining the consent of any User or recipient as required by applicable laws, statutes, or regulations. In the event of any breach of any of the foregoing Client warranties, in addition to any other remedies available at law or in equity, Juvare will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by Juvare to prevent any harm to Juvare, its Clients and/or its business. Juvare will provide to Client notice (email being sufficient) of such termination or suspension of the Software and, in Juvare's sole discretion if an opportunity to cure the breach if practicable depending on the nature of the breach, Juvare may provide the Client with an opportunity to cure such breach and if cured, in Juvare's full satisfaction, Juvare may restore the Software or access to the Software.

11. **Disclaimers.** JUVARE DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY JUVARE OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. JUVARE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS. THE SOFTWARE AND ANY SERVICES THERETO ARE NOT COMPLIANT WITH THE REQUIREMENTS OF THE HIPAA. The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. JUVARE EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. Client agrees to indemnify, defend and hold Juvare, and its affiliates, officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in connection with the Client's use of the Software for High Risk Activities.

12. **Fees and Payment Terms.**

Payment; Late Payment. All amounts are due and payable by Client to Juvare as set forth by this Quote (unless alternative payment terms are mutually agreed up on by the parties).. Any payments not received by Juvare within thirty (30) days after the date of the applicable invoice (or as otherwise due under the applicable Quote) will be considered past due and will accrue a late fee of 1.5% (or, if less, the highest amount allowed by applicable law) for failure to pay such invoiced amount within thirty (30) days of the applicable invoice date and for each thirty (30) day period thereafter that such amounts remain past due and owing.

Travel Expenses and Additional Charges. To the extent that the Software and services provided hereunder may require Juvare to travel, Client shall pay Travel Expenses reasonably incurred by Juvare in connection with such travel. Juvare shall invoice Client for Travel Expenses on a monthly basis as incurred. Travel Expenses are in addition to any charges set forth in this Agreement or any Quote hereto. Other additional charges may be required should Client elect to: (a) use the Software on more than one (1) Instance; (b) increase the number of named users who may access the Software; (c) increase the number of non-production instances of the Software; (d) additional Software; (e) upon renewal; (f) increase storage capacity; or (g) as otherwise required by the Agreement.

Renewal Charges. At least sixty (60) days prior to the expiration of the Initial Period (as defined in This Quote) or a then current Renewal Period, Juvare may notify Client of the current fees for Software and Support Services, and invoice Client for such fees for the Renewal Period so that such amount is due and payable prior to the commencement of such Renewal Period. Juvare shall be entitled, in its sole discretion, to increase the fees for the Software and Support Services.

Suspension of the Software, Services and Support Services. Without limitation as to any other rights or remedies of Juvare under this Agreement, Juvare reserves the right to immediately suspend Client's access to and use of the Software and the Services (including, without limitation Support Services), without notice to Client, if any charges or fees payable to Juvare are past due and not paid within the time frame set forth in Section 16.1 or elsewhere in this Agreement or an Exhibit, Statement of Work or Quote hereto, as applicable. Client agrees that Juvare shall have no liability to Client, and Client waives any claim or action against Juvare in the event of suspension or termination of access to or use of the Software and the Services for Client's failure to timely pay charges. Client's payment obligations shall continue during any period of suspension pursuant to this Section.

Taxes. All amounts charged by Juvare are exclusive of, do not include, and Client shall be solely responsible for payment of, all sales, excise, use, value added, withholding, import or other taxes, tariffs and duties which are imposed to the Software and Services by or under the authority of any government or any political subdivision thereof, except for any taxes based upon JUVARE's net income, assets or worth. JUVARE shall invoice Client for amounts it is obligated to collect or is allowed to recover as such taxes, tariffs and duties. Client's obligations for the payment of taxes, tariffs and duties payable hereunder shall survive the expiration or termination of this Agreement. If the transaction or the Client is exempt from taxes, Juvare will not charge tax provided that Client timely provides Juvare with a valid exemption certificate or other evidence of such exemption in a form reasonably acceptable to Juvare. To the extent permitted under applicable laws and regulations, Juvare will not charge tax on transactions for the electronic delivery of the Software and Services. All payments due from Client shall be made without any deduction or withholding on account of any Taxes, charge or penalty, except required by law, in which case the sum payable by Client from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Juvare receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

13. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, JUVARE (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF JUVARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SOFTWARE OR SERVICES HEREUNDER, IN NO CASE SHALL JUVARE'S (INCLUDING ITS AFFILIATES) MAXIMUM AGGREGATE LIABILITY DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNTS ACTUALLY PAID TO JUVARE BY CLIENT PURSUANT TO THIS AGREEMENT DURING SUCH TWELVE (12) MONTH PERIOD (EXCLUDING TRAVEL EXPENSES). THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. JUVARE SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT CLIENT'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

14. **Termination.**

Termination for Cause. This Agreement or any Exhibit or Quotes hereto may be terminated as follows:

a. by Juvare upon the breach by Client of any of its payment obligations under this Agreement or any Quote or Exhibit hereto, which breach has not been cured within five (5) days after Client has received written notice thereof,
b. by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Quote or Statement of Work hereto that has

not been cured within thirty (30) days after the breaching party has received written notice (*provided, however*, that there shall be no cure period in the event of a breach by Client of its obligations related to Juvare's intellectual property), or

c. by Juvare if all or a substantial portion of the assets of Client are transferred to an assignee for the benefit of creditors or Client files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days.

If the basis for termination for cause applies only to a specific Quote or Statement of Work, the non-breaching party may elect to terminate only the affected Quote and associated Statement of Work, in which case this Agreement and other Quotes will remain in full force and effect. A breach of the terms of this Agreement or a Quote by a User shall be deemed to be a breach of the terms of this Agreement by Client.

Effective Date of Termination for Cause. Termination for cause based upon above shall be effective on the 6th day after Client received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the five (5) day cure period. Termination for cause based upon above shall be effective on the 31st day after the breaching party received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the thirty (30) day cure period; *provided, however*, if a breach is not subject to cure (e.g., disclosure of a party's Confidential Information), termination for cause is effective immediately upon the party providing written notice of termination to the breaching party consistent with the notices provision of this Agreement. Termination for cause based upon 18.1(c) above shall be effective immediately after the assignment for benefit of creditors has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.

Effects of Termination. Termination of this Agreement shall result in the termination of all outstanding Quotes, Statements of Work and Exhibits, and termination of all outstanding Quotes, Statements of Work and Exhibits shall result in the termination of this Agreement. Upon termination of this Agreement and/or any Quotes, Statements of Work and Exhibits for any reason, any amounts owed to Juvare under this Agreement or any Quotes, Statements of Work and Exhibits, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and Travel Expenses). All Subscriptions, including, without limitation, Services and all Software use and access, granted under this Agreement and all Quotes, Statements of Work and Exhibits hereto shall immediately terminate upon termination of this Agreement. All Subscriptions, including, without limitation, Services and all Software use and access, granted pursuant to an applicable Quotes, Statements of Work and Exhibits shall terminate upon the expiration or termination of the applicable Quotes, Statements of Work and Exhibits. Upon termination of this Agreement, Juvare will immediately cease performing all Services and terminate Client's and its User access to the Software. Juvare shall have no obligation for retaining or maintaining a copy of any such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. Juvare shall be entitled, without further liability, to destroy all such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential. If Client receives Hosted Services from Juvare, the following termination provisions also apply upon termination of this Agreement for any reason:

a. Client's access to the Hosted Services (including, without limitation, all access to the hosted environments and data) shall be suspended;
b. Client shall immediately surrender to Juvare any Internet protocol numbers, addresses or Juvare-owned domain names assigned to Client in connection with the Hosted Services delivered hereunder;
c. Unless other arrangements are requested by Client within five (5) days of the effective date of termination and provided Client has paid all outstanding amounts due to Juvare under this Agreement, for the five (5) day period following the effective date of termination of this Agreement Juvare shall provide Client with access to its data or information within the Hosted Services for Client to download the Client Data or information; and
d. Any and all Client Data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon the sooner to occur of (i) Client's confirmation that it has downloaded the Client Data or information, or (ii) expiration of the period of access as set forth in subsection (c) above, or (ii) thirty (30) days from the effective date of termination of this Agreement.

Other Termination/Suspension of Services. In addition to all other remedies to which it may be entitled hereunder, Juvare shall have the right, without notice to Client, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach or threatened breach of this Agreement or any Quotes, Statements of Work and Exhibits hereto by Client or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over Client, Juvare or its suppliers or third party service providers, or (iii) any change in law that renders Juvare provision of the Software unlawful or otherwise non-compliant with applicable law. Client's payment obligations shall continue during any period of suspension pursuant to this Section. Client agrees that Juvare shall have no liability to Client, and Client waives any claim or action against Juvare, in the event of termination of access to the Software as provided in this Agreement. Juvare shall make reasonable efforts to restart such access upon Client's cure or correction of the event of default or breach unless it has already terminated this Agreement or any Quotes, Statements of Work and Exhibits as provided hereunder. Client shall reimburse and pay to Juvare all charges, expenses and fees incurred by Juvare or payable by Juvare to third parties as a result of such suspension of Software or reconnection/restart of such access to such Software.

Collection Costs. Juvare shall be entitled to recover from Client any and all of Juvare's attorneys' charges and expenses, including, without limitation, court costs, incurred by Juvare in connection with any attempts to pursue collection of amounts owed by Client hereunder or otherwise incurred by Juvare in enforcing of the terms and conditions of this Agreement or any Quotes, Statements of Work and Exhibits hereto.

Survival. The provisions of this Agreement that, by sense and context of the provision, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

The termination of this Agreement shall not relieve the Client of its obligation to pay any Charges and Fees incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of this Agreement (as provided in herein).

15. **Indemnification.** Client shall defend, indemnify and hold Juvare, its affiliates and each party's officers, directors, employees, representatives and agents harmless, at Client's sole cost and expense, from and against any damages and third party claims that arise from (a) infringement or contributory infringement to the extent caused in whole or in part by Client, its Users, agents, representatives, employees or by third parties under Client's direction; (b) additions, changes or modifications to the Services by or on behalf of Client; (c) incorporation of the Services or any component thereof into any other Client product or process; (d) use of the Services by Client other than as permitted by this Agreement or applicable Exhibit, Statement of Work or Quote; (e) Client's breach of any of its obligations under this Agreement or an applicable Exhibit, Statement of Work or Quote; (f) any personal injury or property damage caused by Client; (g) Client's breach of any federal, state or local law or regulation in connection with Client's use of the Software, System or Services, (h) Client's performance of services for Client's clients; (i) claims against Juvare by Client's clients, customers or third parties arising from Client's use of the Software, Hosting Services and/or Documentation hereunder, including, without limitation, Client Data containing any protected health information subject to HIPAA or personal data subject to GDPR; and (j) libelous, slanderous, indecent or other statement concerning or arising out of Client's statement or publications to or about individuals or business entities.

16. **Export Controls.** Client acknowledges that the Software and Documentation are subject to United States export laws. Client shall not, nor shall Client authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. Client expressly agrees that Client shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Client represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Client, are persons or entities subject to such U.S. export controls. Client agrees to defend, indemnify, and hold harmless Juvare from and against any claim, loss, liability, damage or expense, including fines or legal fees incurred by Juvare with respect to any of Client's export or re-export activities contrary to the foregoing instructions.

17. **U.S. Government Rights.**
    a. If Client is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Client's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.
    b. The Software and Documentation are commercial computer software and commercial computer software documentation. Client shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is Juvare Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Client agrees that the Software and Documentation are trade secrets and proprietary commercial products of Juvare and/or its third-party licensors and are not subject to disclosure.

18. **General Terms and Conditions.**
    a. Entire Agreement; Waiver. This Agreement (including any attachments and schedules) and Exhibits, Statements of Work or Quotes set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement or the applicable Exhibit, Statement of Work or Quote. Any provisions, terms or conditions on Client's purchase orders which are, in any way, inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon Juvare and shall have no applicability hereunder. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
    b. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia (United States of America) regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise elected by Juvare at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction the location of Juvare's principal place of business in Atlanta, Georgia. Both parties shall consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Georgia or of the United States. If Client acquires the Subscription, or use or access of the Software, in a country other than the United States or its territories, local law and additional Fees to Client may apply. The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.
    c. Dispute Resolution. Subject to the "Confidentiality" Section of this Agreement, the parties agree to resolve all differences or disputes arising out of or relating to this Agreement shall be resolved and settled by final and binding arbitration administered by the Judicial, Arbitration, Mediation Services (J.A.M.S.) pursuant to J.A.M.S.' then-current arbitration rules; *provided, however*, that in the event that J.A.M.S. shall be unavailable for any reason, then the arbitration shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Any such arbitration shall be conducted before a single arbitrator in a proceeding held in the Atlanta, Georgia area. The arbitrator shall award to the prevailing party in such arbitration such party's attorneys' charges, arbitrator's charges, J.A.M.S.' charges (or, if applicable, AAA's charges) and other costs incurred by the prevailing party in such arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The language of the

arbitration shall be English. The arbitrator shall apply the substantive law of Georgia when resolving the differences before them and shall not resort to any conflict of law rule that would call for the application of the law of another jurisdiction. The arbitrator shall take into account principles of legal privileges, such as those involving the confidentiality of communications between a lawyer and a client. The arbitrator shall render any monetary award in U.S. dollars. Notwithstanding the foregoing, the parties reserve the right to seek injunctive relief in a court of competent jurisdiction to protect any intellectual property rights and to prevent the release of Confidential Information.

d. Assignment. Client may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of Juvare and any purported attempt to do so will be null and void. A merger or other acquisition by a third party will be treated as an assignment. Juvare may at any time and without Client's consent assign all or a portion of its rights and duties under this Agreement to a company or companies wholly owning, owned by, or in common ownership with Juvare. This Agreement shall be binding on each party's successors and permitted assigns. Additionally, Juvare may delegate the performance of certain Services to its Affiliates and third-party providers, provided Juvare remains responsible to Client for the delivery of such Services and the compliance of such Affiliates and third-party providers with this Agreement.
e. Change in Subcontractors. Juvare has the right to change, modify and otherwise convert services providers and subcontractors (including, without limitation, its affiliates) used to provide the Services and terms under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially adversely affected.
f. Interpretation. In the event of a conflict between this Agreement and the terms of any Exhibit, Statement of Work or Quote attached hereto, the terms of the Exhibit, Statement of Work or Quote shall prevail and control the interpretation of this Agreement. The Exhibits, Statement of Work or Quote, attachments, and schedules together with this Agreement shall be interpreted as a single document.
g. Force Majeure. No breach of any obligation of Juvare in this Agreement or an Exhibit, Statement of Work or Quote shall constitute an event of default or breach to the extent it arises out of a cause, existing or future, that is beyond the reasonable control of Juvare, including without limitation, "acts of god" (such as earthquake, natural disaster, or flood), war, terrorists' acts, riot, theft, labor disputes, government regulations, curtailment of transportation, or a cause making Juvare's performance impossible or commercially impracticable or the like.
h. Limitations Period. Client agrees not to bring a legal action against Juvare more than two years after the later of the date on which the cause of action accrues or the date on which the party discovered or with reasonable investigation should have discovered the cause of action.
i. Prevailing Party. The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement, any Exhibits or Quotes or Statement of Works hereto or any rights or obligations hereunder, shall be entitled to receive its reasonable costs, expenses, and attorneys' charges of bringing such arbitration, suit, or action.
j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither party shall make any statement, representation, warranty or other commitment on behalf of the other party.
k. No Licenses. There are no licenses to the Software, express or implied, granted or provided under this Agreement. Neither party shall exceed the scope of the Subscription granted hereunder. Juvare reserves all rights not specifically granted to Client.
l. Notice. All notices shall be in writing and sent by certified mail (return receipt requested), overnight courier, or delivered personally to the addresses indicated on the first page of this Agreement for the applicable intended recipient, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. All notices to Juvare shall be directed to the attention of the President/CEO of Juvare, with a copy of all such notices also sent to Juvare to the attention of Juvare's General Counsel at the same address as Juvare. Notice will be effective on the date shown on the delivery receipt or, in the case of personal delivery, actual receipt. All notices required pursuant to this Agreement shall be provided in strict compliance with this Section.
m. Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
n. No Third-Party Beneficiaries. Juvare and Client agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.
o. Headings. The headings used in this Agreement, Exhibits, Quotes and Statements of Work are solely for convenience and shall not be considered in its interpretation.
p. Authorized Signer. Each party represents that the person signing this Agreement and any Exhibit, Statement of Work or Quotes hereto has been properly authorized and empowered to execute and deliver this Agreement and any Exhibit, Statement of Work or Quotes hereto on behalf of such party. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by Juvare.
q. Incorporation by Reference. Any Attachments to this Agreement and any Exhibit, Statement of Work or Quote now existing and hereafter executed or issued that are made pursuant to this Agreement shall be deemed to be part of this Agreement and are incorporated into this Agreement by reference.
r. Amendments. Except as otherwise provided herein this Agreement and Quote may be changed or modified only in a written document signed by duly authorized representatives of both parties.
s. Counterparts/Duplicate Originals. This Agreement and any Exhibit, Statement of Work or Quote may be executed by the parties in one or more counterparts or duplicate originals, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same document.
t. Publicity/Use of Trademarks. Juvare and Client herein agree to permit the occasional use of each other's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. Juvare may, without obtaining Client's prior written consent, place Client's name on a list of Juvare's customers.
u. Non-Solicitation. Client shall not, without Juvare's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by Juvare and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with Juvare, or (ii) termination or expiration of this Agreement. "Restricted Employee" means any former or current employee of Juvare or its Affiliates that provided services on behalf of Juvare hereunder or that Client became aware of or came into contact with during Juvare's performance of its obligations under this Agreement.

HOSTED SERVICES TERMS AND CONDITIONS

1. Definitions. For the purposes of these "Hosted Services Terms and Conditions" ("Terms"), the following words have the meaning set forth below:
   a. "**Hosted Services**" means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of a ESi customer and exclusively for the benefit of permitted users of the Software.
   b. "**Hosted System**" means the combination of hardware, software and networking components used by the application service provider to deliver the Hosted Services.
   c. "**Juvare Cloud**" means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of ESi's customers; may also be referred to as the application service provider or the "ASP."

   All other capitalized terms in these Terms shall have the same meaning set forth in the Agreement or above Quote, except where otherwise stated in these Terms.

2. Scope of Services. ESi shall provide the following services to address the Software hosting needs:
   a. ESi shall provide Hosted Services to Client according to the provisions set forth in the Agreement or above Quote and these Terms. ESi shall notify Client promptly upon creation of Hosted Services account and provide Client with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.
   b. ESi shall provide and maintain the facilities, hardware, and networking components as it sees fit to provide access to the Juvare Cloud for the benefit of Client.
   c. ESi shall perform, at its convenience and after notice to Client, scheduled updates of the Juvare Cloud as ESi or its hosting subcontractor sees fit. Such updates shall be scheduled to enable the simultaneous update to all of ESi-hosted customers.
   d. ESi or its hosting subcontractors shall be entitled to perform, as needed, emergency security updates to the Hosted System to protect the Juvare Cloud or the subcontractor's hosted environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Client.
   e. ESi shall provide and maintain a redundant shared environment of the Juvare Cloud at a location that is geographically separated from its primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location of the Juvare Cloud. Failover to the redundant shared environment of the Juvare Cloud is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary shared environment of the Juvare Cloud.
   f. ESi will notify (via ESi's Support Center) the Client of any planned service outages, i.e., for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement or above Quote.
   g. ESi shall schedule, perform and maintain a duplicate ("backup") record of Client's data within the Juvare Cloud. ESi shall perform hourly SQL transaction log backups and daily full backups. Data backups are limited to SQL database server files (i.e., those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for four weeks.
   h. In addition to the Support Services pursuant to the Agreement or above Quote, ESi shall provide Client with Support Services for the Hosted Services which include assistance with problems related to the Juvare Cloud, data access, Hosted System access, or similar problems. Such Support Services for the Hosted Services may be accessible to Client via the same contact information provided to Client for Support Services; *provided, however*, services to be provided by ESi under these Terms and the Agreement or above Quote do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESi or an ESi-certified technician. Any professional services described in this Section 2(h), or services required to repair or correct the errors and defects described in this Section 2(h), shall be provided on a fee-for-services basis at rates consistent with the ESi published price list in effect at the time services are rendered.
   i. Client may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3. Client Obligations
   a. The Client shall maintain, at Client's expense, a secure high-speed internet connection through which to access its hosted Software.
   b. The Client shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Client shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Client shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.
   c. The Client shall use reasonable security precautions in connection with the use of Services provided under this Agreement or above Quote.
   d. The Client is responsible for any and all use and access to the Hosted System and Hosted Services by its employees, agents, contractors and permitted users of the Software and Hosted Services.
   e. The Client shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.
   f. The Client shall promptly notify ESi Support Center of any identified Hosted Services outage that impairs Client's access to the Software so that ESi may manually activate the redundant shared environment of the Juvare Cloud and immediately commence work to restore service to the primary shared environment of the Juvare Cloud.
   b. The Client shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.

4. Limitations on Use of Hosted Services.
   a. Client's usage of the Hosted Services in the Juvare Cloud is subject to capacity and performance constraints. Monthly active users do not equal maximum concurrent users. Concurrent user capacity will be variable based on Juvare Cloud load.
   b. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by Client to any third party.
   c. Hosted System and Hosted Services are provided to support the Software which is an information management tool. Hosted Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosted Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
   d. Installation of Software applications in the Juvare Cloud is limited to the Software included in the Subscription to Client by ESi and Software supplied by ESi either as a component of the Hosted System or to support delivery of Hosted Services.
   e. ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Client to perform its obligations under this Agreement or above Quote.
   f. The warranties set forth in the Agreement or above Quote shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Client or its authorized users.

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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

FROM:
DATE: 9/5/2023
SUBJECT: Revision of WEPEC procedure and event contract

ATTACHMENTS:

1. WEPEC - Procedure July 2023 update
2. WEPEC.Updated contract July 2023

Rowan County West End Plaza Event Center

Rental Procedure

Effective July 2023

*Nothing in the following procedure can or shall override current federal, state, or local law nor shall it take precedence over current county policies.

Table of contents:

A. Introduction
B. Group designations
C. Fees
D. Law enforcement / security
E. Cancellation/refund
F. Deposit schedule
G. Alcohol
H. Catering
I. Clean up
J. Fire Safety
K. Insurance
L. Payment
M. Rental time
N. General information
O. Inventory

A. Introduction:

Rowan County Government makes available the West End Plaza Events Center, sometimes referred to as "JC Penney's", "The Old JC Penney's", etc. available for rental, based on the terms and conditions set forth in this document, as well as set forth in the WEPEC rental contract. No other space is available for public rental at the West End Plaza without the implicit consent of the Director of the West End Plaza, whom may choose to escalate that to the Board of Commissioners, for a 2/3 majority vote on a regular BOC meeting date, on his/her discretion. The WEPEC shall not enter into contracts with individuals under the age of 18, or under the age of 21 for events which will involve alcohol.

*The West End Plaza Events Center, shall be referred to from here forth as WEPEC

**Holidays shall be consistent with the Rowan County Holiday Calendar posted on the public access website of Rowan County Government at:

https://www.rowancountync.gov/DocumentCenter/

From the drop down menu select

Human Resources > holiday schedules

B. Group designations:

a. The following groups shall have access to rent the WEPEC free of charge:
    i. Cooperative extension, Soil & Water District, Forestry, Farm Service Agency, RowanWorks, and Rowan Cabarrus Community College.
    ii. Internal County departments and Rowan County funded organizations.
    iii. Rowan-Salisbury School System – 1 time, every 90 days.
        1. The request must be made by the RSSS Board by way of resolution to the County Manager or his designee.
b. The following groups shall be permitted to rent the WEPEC at a reduced rate:
    i. Non-profit organizations with valid 501 proof.
c. All other organizations are subject to regular fees and scheduling standards.
d. Any conflict in the classification of a group or organization shall be resolved by the WEPEC Director.

C. Fees

a. General rental fees

	Non-Holiday	Holiday
Group B	$600 / day	$1200 / day
Group B w/ alcohol	$900 / day	$1800 / day

Group C	$1200 / day	$2400 / day
Group C w/ alcohol	$1800 / day	$3600 / day

a. Booking fee:
    i. $250 non-refundable deposit shall be required to reserve dates for the WEPEC.
b. The remainder of the balance shall be due 15 business days prior to the event date.
    i. The remainder of the balance will be levied against any damage or cost incurred by the WEPEC to repair the space after checkout.
    ii. Any damages caused that exceed the amount of the remainder of the balance shall be billed to the renters provided insurance policy.
    iii. The renter shall be refunded the sum of any remaining amounts.
c. Additional fees
    a. “move in days”, “Clean up”, or “storage days” are defined as days which the event is not scheduled, but are necessary for set up, break down, or storage of large amounts of equipment. These may be provided by WEPEC at the discretion of staff and dependent on facility availability at the rate of $150 per day.
    b. Failure to vacate the facility in the allotted time, agreed upon and stated in the signed contract shall result in a penalty of an additional days rental fee, charged against any available deposit.

D. Law Enforcement - security

a. It is the requirement of the WEPEC and applicable state and local laws that in order for certain events to take place, sworn law enforcement, with arrest powers, employed by the Rowan County Sheriff’s Office must be present.
b. Security is to be paid, directly, the day of the event, prior to the event beginning. If security is not paid, the event is subject to cancellation.
c. The number of officers is predetermined based on event attendees and type of identified event. In the table below

Attendees	Without alcohol	With alcohol
0-299	2	4
300-499	2	5
500-599	2	6
600-699	3	7
700-799	4	8
800-899	4	9
900+	4	10

d. The fee’s associated with security are as follows:
    i. The regular rate for security shall be $45 / hour
    ii. The holiday rate for security shall be $70 / hour

e. The following events are required to hire security, in accordance with the predetermined number listed in table b and fees from item c.
    i. Any event serving alcohol
    ii. Events in which weapons will be bought or sold.
    iii. Any event extending after 6pm
        1. Non-alcohol events after this time will require ***two security officers, THIS INCLUDES "FEE WAIVED" EVENTS. TO BE CLEAR: NO EVENT EXTENDING BEYOND 6PM WILL RECIEVE A WAIVER FOR SECURITY.***
        2. Alcohol events will be required to adhere to the predetermined number of officers.
    iv. Any event determined to necessitate security by Rowan County, The Rowan County Board of Commissioners, The Rowan County Manager, and the WEPEC Director.

E. Cancellation or refund

i. The booking fee is non-refundable
ii. The balance of the event, less booking fee, shall be refunded in full if notification of cancellation is given 30 days prior to the event.
    1. The WEPEC Director shall have the authority to issue full refunds, if events are cancelled within the 30 day period on a case by case basis.
iii. Rowan County, The Rowan County Board of Commissioners, The Rowan County Manager, and the WEPEC Director have the authority to cancel reservations, with written notice, at any time for the following reasons:
    1. Misrepresentation of the event
    2. Failure to complete the contract obligations
    3. Threats or actual violence against any county employee or representative, by event attendee's, hosts or subcontractor hired by event host or designee.
    4. Damage or theft to WEPEC property by event attendee's, hosts or subcontractor hired by event host or designee.
    5. Failure to abide by terms and conditions set forth in the contract or this document.
    6. Cancellation that results from any of the above reasons shall result in forfeiture of the full amount of payment as of the date of the cancellation.

F. Deposit schedule:

a. Booking fee - $250 (non-refundable)

i. Required to reserve a specific date for an event.
ii. Applies to groups B and C.

b. Damage deposit
    i. $750.00 – non-alcohol event (refundable, less the cost of any damages incurred)
    ii. $1750.00 – Alcohol event (refundable, less the cost of any damages incurred)
    iii. Any damages incurred beyond the amount of the damage deposit will be reported to the renters filed insurance.

G. Alcohol

a. Alcohol may be served at WEPEC events per the required ABC permit. This includes beer, wine, and distilled spirits (liquor). To serve alcohol three conditions must be met:
    i. An ABC permit must be purchased in accordance with federal, state, and local laws at: abc.nc.gov
        1. Limited Special Occasion permits authorizes the permittee to bring alcohol onto the premises and serve guests.
        2. A Special Occasion Non-Profit permit is available through the same portal. This permit allows retail sale, or "brown bagging" of malt beverages, unfortified wine, fortified wine, and spiritous liquor at a ticketed event.
    ii. A certified graduate of the North Carolina Responsible Alcohol Seller Program must serve on-site. Event guests may not serve alcohol.
    iii. Copies of both certificates must be presented upon completion of the contract.
b. The sale of alcohol is prohibited.
c. The service of alcohol by delivery to tables is prohibited.

H. Catering

a. The event host is responsible for all arrangements and any contract entered into with any caterer of an event.
b. WEPEC has an open catering policy which allows food service from any caterer licensed by the state of North Carolina. This includes shall include food trucks.
    i. Caterers may not prepare food on-site. Food must be prepared off site then transferred to the WEPEC.
    ii. Food trucks may prepare food on site, outside the building, utilizing their own equipment.
c. The WEPEC provides tables and chairs, only.

I. Cleaning

a. Event host shall remove all items belonging to the event host at the conclusion of the event. WEPEC is not responsible for items left onsite.
b. Event host agrees to return facility to the condition in which it was, prior to their event.
c. All trash must be collected in bags provided by the event host.
d. All trash collected must be removed immediately following the event and placed in the onsite dumpster.
e. Any further cleaning required after checkout of the event shall be the sole discretion of Rowan County, The Rowan County Board of Commissioners, The Rowan County Manager, and the WEPEC Director. The cost of said cleaning shall be levied against the damage deposit.

J. Fire safety

a. WEPEC enforces all fire protection safety codes and is subject to inspection by the Fire Marshall.
b. No pyro technic devices, smoke/fog machines, or open flames are permitted.
c. All fire aisles and exits must be free and clear of guests, objects, and obstructions.
d. Smoking is prohibited in the building.
e. Events may be suspended until the violation is corrected.
f. An event may be cancelled for failure to correct a violation and will result in forfeiture of all monies paid to the WEPEC.

K. Insurance

a. Event host is required to maintain a $1,000,000 liability insurance policy. This shall include general liability for bodily injury and property damage claims, including contractual and personal injury liability coverage. Umbrella or excess liability insurance may be used to meet limit of liability requirements.
b. The event host shall provide, as part of the completed contract, executed certificates of insurance, as evidence of coverage together with satisfactory evidence of payment of the premium thereon. Each certificate shall specify that the policy cannot be cancelled without providing Rowan County with at least 30 days prior, written notice, that Rowan County is named as an additional insured, and that the insurer waives any subrogation rights against Rowan County.
c. Each policy required under this agreement shall contain a severability of interests clause and will provide that event hosts coverage shall be primary to any other insurances available, or maintained, by Rowan County.
d. Proof of insurance must be provided to Rowan County at least 15 business days prior to the event. Failure to provide proof of insurance will result in cancellation of the event.

e. WEPEC is not responsible for injury or accidents due to activities or materials provided by event holders.

L. Payment

a. WEPEC accepts cash , certified check, or cashiers check as payment.

M. Rental times

a. Rental rates are per day
    i. The times of the event must be stated in the contract
    ii. Special provisions apply depending on the established times of an event
    iii. For events occurring during the business week, the event center shall be unlocked for access at 8am then secured by WEPEC staff.
    iv. For events requiring key issuance: Check in is designated on the contract
    v. Check out time is also designated on the contract.
b. Events taking place on weekends (Friday and Saturday) shall not extend past midnight.
c. Events taking place during the weekday (Sunday, Monday, Tuesday, Wednesday, and Thursday) shall not extend past 11:00 pm
d. All event deliveries must be received by the event host.
e. If advertising, or promoting, your event all photos, or use of WEPEC logo, name, or likeness, must be approved by Rowan County, The Rowan County Board of Commissioners, The Rowan County Manager, or the WEPEC Director.
f. A minimum of 30 days is required for reservation of WEPEC. Reservations with less than 30 days notice will require the approval of Rowan County, The Rowan County Board of Commissioners, The Rowan County Manager, or the WEPEC Director and shall be dependent on availability.
g. The rental times, fees, and additional days MAY be granted with the approval of the WEPEC Director dependent on availability, ability of staff to amend existing contract, and subject to fee's in accordance with fee schedule.

N. General information and regulations

a. WEPEC and Rowan County Staff, to include security, reserves the right to enter any and all areas of the WEPEC during events.
b. Onsite parking is available and free of charge.
c. WEPEC is a tobacco free facility.

d. Event hosts and guests may not affix items to walls, ceilings, floor, or any structure of the WEPEC.
e. Use of confetti, glitter, or similar items is prohibited.
f. All vendors must have a valid license and/or proper permits, current and in good standing, to operate.
g. WEPEC Event Coordinator will provide tours and walk-throughs on an appointment basis only.
h. Policies and procedures are subject to change without notice.
i. Pets are not authorized to be onsite. WEPEC welcomes service animals.
j. If security is not paid, the event is subject to cancellation. This includes same day event cancellation.

O. Current equipment inventory

a. Chairs – 720: 361 new, 359 old
b. 6’ round tables 71: 35 old, 36 new
c. 8’ rectangle tables: 62
d. 6’ rectangle tables: 15
e. 6’ round table carts: 8 – 2 old, 6 new
f. 8’ table carts: 6: 4 old, 2 new
g. Chair hand trucks: 4 total – 2 old, 2 new
h. Chair frames on wheels: 4

Rowan County West End Plaza Event Center

Rental Contract

The Lessee will fall into Group (Circle One): A B C D

Will alcohol be present at the event Yes____ No____

Type of event: _____

Organization (If applicable) _____

NAME OF LESSEE: _____

DATE OF BIRTH:_ ____/_____/ _____

EIN (If applicable) _____

DRIVER LICENSE and STATE: _____

PHONE: _____

CELL: _____

EMAIL: _____

ADDRESS:_____

ALTERNATE CONTACT NAME: _____

PHONE: _____

Booking fee **$_____** **Paid_____ initial**

Damage deposit: **$_____** **Paid_____ initial**

Total deposit required **$_____** **Paid_____ initial**

Additional days requested _____ **$_____** **Paid_____ initial**

Rental Fee **$_____** **Paid_____ initial**

Security Fee **$_____** **Paid_____ initial**

Balance Due 15 Business Days before event

Due Date _____ **Balance due** **$_____** **Paid_____ initial**

Check in/Key issuance date/time: **_____** **issued _____**

Check out/Key return date/time: **_____** **Returned _____**

WHEREAS, the COUNTY and the LESSEE wish to enter into a contract under which the COUNTY shall provide the LESSEE use of the WEST END PLAZA EVENT CENTER, located at 1935 Jake Alexander Blvd West, Salisbury, NC 28147 beginning at the date and time stated above.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and Contracts herein, the COUNTY and the LESSEE agree as follows:

A. COUNTY. The COUNTY agrees to provide to the LESSEE in connection with the use of the facilities the following: maintenance, electrical services and restrooms. All other amenities shall be provided by the LESSEE.

B. LESSEE. LESSEE agrees that they have received, read and understand the West End Plaza Event Center Rental Policy and agree to comply with the policy.

EVENT DATE: _____

EVENT TIME: _____

CLEAN UP TIME: _____

ADDITIONAL"MOVE IN / STORAGE DATE" _____

- LESSEE must have facility cleaned and vacated one (1) hour after event ending time.
- All EVENT activities must cease by 12:00 a.m. Friday and Saturday with One (1) hour will be added for clean up. Sunday – Thursday activities must cease by 11pm.
- LESSEE or contact person must be present for the duration of the event and clean up time.

LESSE HAS RECEIVED A COPY OF, REVIEWED AND UNDERSTANDS ALL TERMS AND CONDITIONS SET FORTH IN THE ROWAN COUNTY WEPEC RENTAL PROCEDURE AND UNDERSTAND COMPLIANCE WITH THE TERMS AND CONDITIONS IS REQUIRED:

_____Initials

ALCOHOLIC BEVERAGES

If alcoholic beverages are to be served during the event, an alcoholic beverage permit must be purchased at the NC ABC Commissioner office by LESSEE.

1. _____ Initials ___ YES ___ NO: Participants at WEPEC will be served or have access to (beer, wine or champagne).
2. _____ Initials ___ YES ___ NO: LESSEE agrees that unless notifications to the COUNTY of the intent to serve alcohol and that proper permits have been received by the COUNTY 10 Business Days prior to event, no alcoholic beverages will be allowed on premises.
3. _____ Initials ___ YES ___ NO: LESSEE agrees that in serving alcohol, it will carefully monitor the amounts served so that any patron who is or appears to be intoxicated will not be served. Alcohol can be served only by a certified graduate of the NC Responsible Alcohol Seller Program.
4. _____ Initials ___ YES ___NO: LESSEE agrees to provide to the COUNTY the alcohol servers name and a copy of NC Drivers License.
5. _____Initials ___YES ___NO: LESSEE agrees that brown bagging IS NOT permitted on premises.
6. _____Initials ___ YES ___ NO: If alcoholic beverages are served the LESSEE shall designate one (1) location in a corner wall within the WEPEC facility to be used specifically for serving alcoholic beverages. The LESSEE shall not use coolers, carts or any apparatus to deliver alcoholic beverages to patrons throughout the facility.
7. _____Initials ___ YES ___ NO: The WEPEC MUST HAVE THE NAME AND CONTACT INFORMATION FOR THE LAW ENFORCEMENT OFFICERS SCHEDULED TO WORK AT THE EVENT AT LEAST ONE WEEK BEFORE THE EVENT TO THE WEPEC COORDINATOR.

C. Insurance. For the term of this Contract, the LESSEE shall maintain at its sole expense the liability insurance in the amount of $1,000,000 (General liability coverage for bodily injury and property damage claims, including contractual and personal injury liability coverage.) Umbrella or excess liability insurance may be used to meet limit of liability requirements. All policies required

herein shall name Rowan COUNTY as Additional Insured, and certificates of coverage must be presented to Rowan COUNTY for approval at least one week prior of event. A copy must be provided to the COUNTY at least 15 days before the event.

D. Miscellaneous.

_____ Initials: LESSEE understands and agrees to the following rules:

1. Any party that requests a change of date other than the original rental date in the contract will be subject to a $50.00 change fee, provided that the new date requested is available. This request must be made prior to the rental balance due date. This fee will be taken from the "Refundable Damage Deposit".
2. The COUNTY shall deduct from the refundable damage deposit if LESSEE exceeds specified time frame, see penalty schedule. (There will be no exceptions.)
3. The West End Plaza Director has the right to refuse the use of the facility if he or she deems the program objectionable.
4. Smoking is prohibited inside the facility and on all outside grounds (including parking lot).
5. Affixing of any material to the walls, floors, ceilings, windows or light fixtures is prohibited. Stapling any tables, chairs, stage flooring or stage curtains is prohibited. Any decorations that are used must be removed at the end of the event with no trace. Please provide your own cleaning supplies and 44 gallon trash bags.
6. NO open flames are allowed in the facility. All candles must have some type of globe covering the flame.
7. Electrical Wiring and Provisions: Under no circumstances shall any reserving party make any structural or electrical alterations to the facilities. No special wiring shall be permitted which exceeds the established voltage.. Do not tamper/open any electrical outlets or fuse boxes. Tampering with electrical systems SHALL result in penalty, up to and including criminal charges.
8. The LESSEE shall comply with the rules and regulations of the COUNTY. In the event that the LESSEE shall violate any of the rules or regulations, this contract shall automatically end and the LESSEE shall leave the facility immediately.
9. The LESSEE gives up any and all claims for payment for any and all losses or damages sustained by any unforeseen occurrence and shall render the fulfillment of this contract by the COUNTY impossible. The COUNTY shall not be held liable or responsible to the LESSEE for any damages/lost items that may occur.
10. The COUNTY assumes no responsibility whatsoever, for any property placed on/in the facility/property. COUNTY is hereby released and removed from any and all responsibilities for any loss, injury or damages to person(s) or property that may be sustained by reason of the occupancy of facility/property under this contract.
11. The LESSEE shall not hold the COUNTY responsible for any claim(s) of injury to person(s) or property arising out of or in connection with the use of the facility by the LESSEE. This Contract to hold the LESSOR without blame shall include reimbursement to the COUNTY for all reasonable costs arising out of the above stated claim(s).

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

F. Termination. Termination is defined in the West End Plaza Event Center Rental Procedure.

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

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

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

J. Non-Assignment. The LESSEE may not assign its rights or obligations under this Contract, nor may it sub-contract any part of this Contract, without written approval from the COUNTY.

K. Failure to comply. Failure to comply with the above parameters or others listed or unlisted regarding safety shall result in forfeiture of part or whole of the deposit and other consequential actions defined in the penalty addendum attached to this contract.

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

BY: _____(the COUNTY)

BY: _____(the LESSEE)

DATE:_____ 20_____

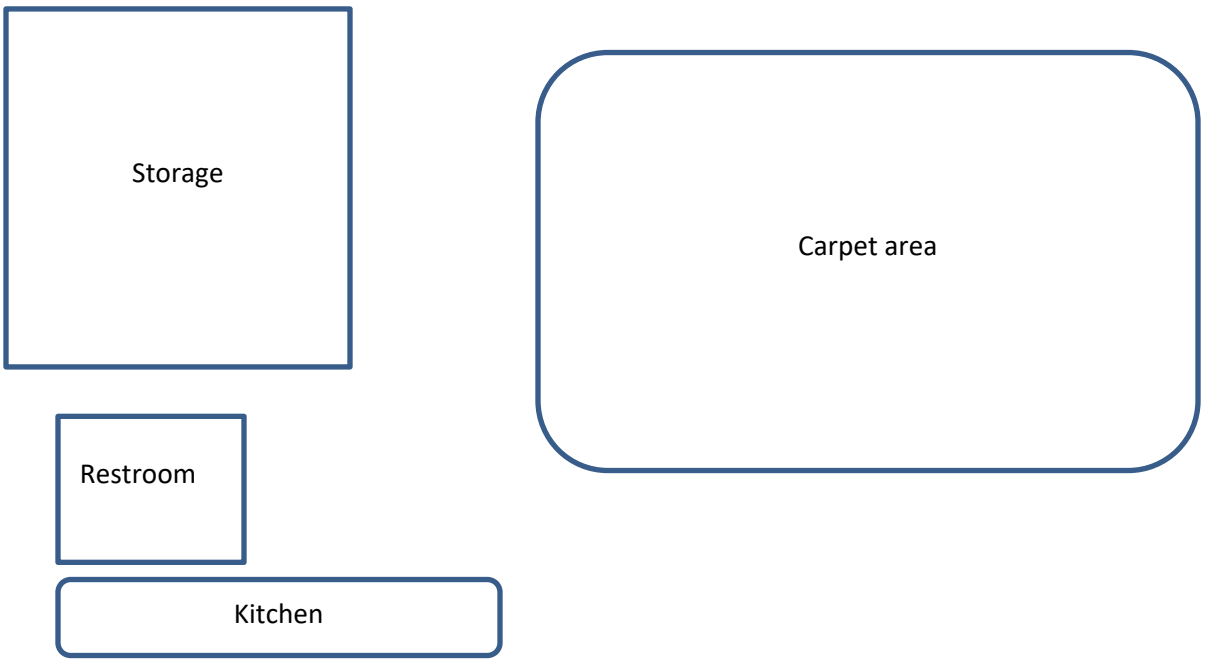
Fee and penalty schedule:

Fees shall be assessed by the facility manager and approved by the facility administrator. Any assessed fees shall be accompanied by written assessment in the form of check in/check out

sheet, and where applicable: photographs and or videos. Violations of the above contract will result in penalty via deposit, permanent bar from the facility, and up to and including criminal charges, where applicable.

Failure to clean the facility:	Cost of contracted cleaning
Failure to vacate the facility on time:	$500 per day, past the agreed upon allotted time.
Affixing materials to walls, floors, ceilings, windows, or light fixtures:	$250 penalty, plus cost of repair, as required, at the cost required to complete the repair. Shall be accompanied by receipts.
Smoking on grounds:	$250 penalty
Open flames/pyrotechnics:	Forfeiture of the entire security deposit, permanent bar from facility, and report to fire marshal/law enforcement.
Violations of section D (8):	Forfeiture of entire deposit, permanent bar from facility, report for criminal charges to law enforcement, if applicable.
Safety violations:	Forfeiture of entire deposit, permanent bar from facility, county representative (manager or director) may end event at the point of discovery.
Alcohol violations:	$500 penalty, law enforcement on site shall have authority to enforce Chapter 14 of the North Carolina General Statute as they see fit.

Notate any known areas of issue to the physical integrity of the site. Notate numerically below. Initial prior to turnover of keys. Upon checkout facility manager shall inspect the space for new areas of concern and notate them alphabetically.



*Not to scale

Notate any known areas of issue to the physical integrity of the site. Notate numerical. Initial prior to turnover of keys and release of facility:

Renter/facility manager initials

_____ _____ Facility is clean

_____ _____Facility has notated above, with numerical citations on the back of this sheet areas, of previous damage or cleanliness to flooring or carpet.

_____ _____Ceiling is not damaged

_____ _____ Restrooms are clean

_____ _____ Kitchen is clean

Notation of known issues:

Upon checkout facility manager shall inspect the space for new areas of concern and notate them alphabetically. They shall be accompanied, as applicable, by photographic evidence:

Check out check list:

Facility manager initials

_____ Check out completed on time

_____ Keys returned

_____ Facility is clean

_____Ceiling is not damaged

_____ Restrooms are clean

_____ Kitchen is clean

Notation of new issues:

Specific violation and proposed penalty:

1.

2.

3.

4.

5.

6.

(Additional violations can be added on the reverse of this sheet)

Total penalty $_____

I certify that checkout has been completed and that all notations are true and accurate to the best of my

ability.

Facility Manager

_____ sign

_____ print

I have verified the notations upon checkout, observed physical and photographic evidence, and confirm

the assessment made by the facility manager to the best of my ability.

Facility Director

_____ sign

_____ print

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Travis Allen, Sheriff
DATE: 9/5/2023
SUBJECT: Sole-Source Leads OnLine - FY24

Rowan County Purchasing Policy requires sole-source purchases over $5,000 to 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.

The Rowan County Sheriff's Office was under an contract with Leads OnLine for FY23, and is requesting to continue with these services. The Sheriff's Office utilizes the Leads OnLine software program which assists law enforcement in tracking pawned items. The current agreement is for 36 months at a cost of $18,255 per year.

Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Leads OnLine for FY24; not to exceed $18,225.00.

ATTACHMENTS:
1. Sole Source Letter from Vendor
2. Invoice
3. Contract

LeadsOnline

6900 Dallas Parkway, Suite 825
Plano, TX 75024
leadsonline.com

Phone (972) 361-0900
Fax (972) 361-0901
Toll-Free (800) 311-2656

May 24, 2023

To Whom It May Concern:

Thank you for your interest in LeadsOnline. We applaud and support your efforts to provide your community an efficient and secure method of collecting and analyzing pawn, secondhand, scrap metal recycler, OfferUp and eBay transaction data for use in criminal investigations.

This letter serves as a sole source document for services provided by LeadsOnline.

The LeadsOnline system functionality designed specifically for criminal investigations using transaction data from pawnshops, scrap yards, eBay, OfferUp, gold buyers and other secondhand stores is the exclusive proprietary property of LeadsOnline and is protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). No other supplier has access to this technology which has been developed over 21 years.

LeadsOnline is also the sole source for over 1.5 BILLION transaction records from more than 21,000 businesses in all 50 states, including Tennessee. We provide law enforcement with investigative access *across jurisdictional boundaries* – borders previously used to the advantage of criminals to escape detection by local authorities.

LeadsOnline connects your agency to a network of over 5,000 law enforcement agencies throughout the United States. There is no similar service operating in your jurisdiction or in the surrounding area, and LeadsOnline is the sole source for information of this kind for investigations.

We look forward to serving your community and are available to answer any additional questions you may have.

Sincerely,

Shawna Evans

Shawna Evans
Executive Assistant
972-331-7748
accounting@leadsonline.com

LeadsOnline
Real Time Crime · CellHawk · Toolbox

RENEWAL INVOICE

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

Rowan County Sheriff's Office
232 North Main Street
Salisbury, NC 28144

Invoice #:	405294
Invoice Date:	05/15/2023
Agency ID:	7370
Renews:	07/01/2023

Service Dates:	PO Number:
07/01/2023 - 06/30/2024	

Description	Total
LeadsOnline Real Time Crime Investigation System Service Package	$18,255.00

Payment is due within 30 days of renewal. Please remit payment to:
LeadsOnline LLC, 6900 Dallas Parkway, Suite 825, Plano, TX 75024 - 4200

We accept Checks and EFT/ACH Payments

Purchase Orders should be emailed to accounting@leadsonline.com

Total: $18,255.00

Update Your Billing Contact Information:
www.leadsonline.com/update

Download our W-9:
www.leadsonline.com/w9

For questions about your LeadsOnline Service, Subscription Package or Agency/User Accounts please call 972-361-0900 or email support@leadsonline.com

For questions about your Invoice, Vendor Forms or General Billing Inquiries please email accounting@leadsonline.com

LeadsOnline
Real Time Crime • CellHawk • Toolbox

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Plano, TX 75024
leadsonline.com

Phone (972) 361-0900
Fax (972) 361-0901
Toll-Free (800) 311-2656

Visit our website to quickly submit your information online:

https://www.leadsonline.com/update

or

CLICK HERE

Billing and Information Security Contact Information Form

Thanks so much for using LeadsOnline. We want to make sure we have up to date contact information for your agency. When you click the above link, you will be prompted to enter the following contacts for your agency:

Billing Contact
The person(s) who the renewal invoice should be emailed to upon renewal.

Information Security Contact
We are required to have a point of contact for questions related to information security. This may also be referred to as “CJIS Compliance Officer” or “Local Agency Security Officer” or “LASO”.

THANK YOU!

LeadsOnline Sales & Support
(800) 311-2656 or (972) 361-0900
support@leadsonline.com

LeadsOnline

6900 Dallas Parkway, Suite 825
Plano, TX 75024
leadsonline.com

Phone (972) 361-0900
Fax (972) 361-0901
Toll-Free (800) 311-2656

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated July 1, 2023, ("Effective Date") is made between Rowan County Sheriff's Office ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

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6900 Dallas Parkway, Suite 825
Plano, TX 75024
leadsonline.com
Phone (972) 361-0900
Fax (972) 361-0901
Toll-Free (800) 311-2656

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.

2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.

2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide information from Leads System to other Law Enforcement Agencies.

2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.

2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.

2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.

2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.

2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

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2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.

3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.

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4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.

4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

5. Term

5.1 This Agreement will become effective as of the Effective Date and remain in effect for three (3) years (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.

5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL TRANSACTION DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

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Plano, TX 75024
leadsonline.com
Phone (972) 361-0900
Fax (972) 361-0901
Toll-Free (800) 311-2656

6.2 **LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.**

6.3 **IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.4 **AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.

6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**

6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.

6.8 The parties agree that no provision of this Agreement extends either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.

7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

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Toll-Free (800) 311-2656

7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.

7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.

7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: Alexander Finley

Title: Chief Executive Officer

Date: _____

Address: 6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200

AGENCY

Rowan County Sheriff's Office

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 232 N. Main St.
Salisbury, NC 28144

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AGENCY AGREEMENT – Attachment 'A'

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE FOR REAL TIME CRIME SYSTEM

LeadsOnline System Capability	Real Time Crime
Real Time Crime System (automatically run cases submitted by Agency)	✓
Online reporting system for all pawn/secondhand stores and scrap metal recyclers	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Annual subscription fee due on July 1, 2023 and on or before each anniversary thereof during the Initial Term. Increases will be limited to 3% annually during the Initial Term. Annual Subscription fee after the Initial Term will be invoiced according to then-current pricing and is due within 30 days of renewal.	**$18,255**

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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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Don Bringle, Facilities Management / Parks and Recreation Director
DATE: 9/5/2023
SUBJECT: Sole-Source TK Elevator Corporation - FY24

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 Facilities utilized TK Elevator Corporation for the elevators at the Rowan County Admin Building, Public Library and Courthouse and request to extend this contract for FY24; not to exceed $35,328.61.

Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with TK Elevator Corporation for FY24; not to exceed $35,328.61.

ATTACHMENTS:
1. Invoice

ROWAN COUNTY
NORTH CAROLINA
Be an original.®

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8100
Fax 704-216-8110

To: Jody Farrow-Bennett, Director of Purchasing and Contracts

From: Don Bringle, Director of Facilities, Parks, and Recreation

Date: 8/14/2023

Subject: Change Order Contract# 22170 TK Elevator

Department Comments:
Annual renewal of elevator contract for county buildings. FY24 amount $35,328.61.

Finance Comments:

Acknowledgment from Department Director

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

MAINTENANCE INVOICE

TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE DATE:	08/01/2023
CUSTOMER #:	83601
JOB #:	US66544
INVOICE #:	3007399487
PO #:	
SERVICE DATE:	08/01/2023 TO 07/31/2024
TERMS:	IMMEDIATE
TOTAL DUE:	$37,801.61

BILL TO:
1262 1 AB 0.507 E0052X I0107 D11555603261 S2 P9813551 0001:0003

ATTN: ACCOUNTS PAYABLE
ROWAN COUNTY FACILITIES
130 W INNES ST STE 310
SALISBURY NC 28144-4365

TO VIEW AND PAY ONLINE GO TO:	https://tkelevator.billtrust.com
USE THIS ENROLLMENT TOKEN:	ZDG FXR GXD

SHIP TO:
ROWAN COUNTY COURTHOUSE-210
210 N MAIN ST
SALISBURY NC 28144-4374

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT
		CHARLOTTE BRANCH This is a billing for the service period referenced above. If you pay in advance for twelve (12) months of service on the units covered on this invoice, you may take a 3% discount from the annual price.	
C131US	1	Gold - Full Maintenance, Customer pays full amount of Overtime - Elevator- With Phone Monitoring ROWAN COUNTY OFFICE BLDG	$3,532.86
C131US	2	Gold - Full Maintenance, Customer pays full amount of Overtime - Elevator - With Phone Monitoring ROWAN PUBLIC LIBRARY	$6,005.87
C131US	1	Gold - Full Maintenance, Customer pays full amount of Overtime - Elevator - With Phone Monitoring ROWAN COUNTY COURTHOUSE-210	$3,532.86
C131US	4	Gold - Full Maintenance, Customer pays full amount of Overtime - Elevator - With Phone Monitoring	$14,131.44

AMOUNT	DISCOUNT	SUBTOTAL	SALES TAX	PLEASE PAY
$35,328.61	$0.00	$35,328.61	$2,473.00	$37,801.61

Goods or services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED WITH THE REMITTANCE ADDRESS VISIBLE

TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE DATE:	08/01/2023
CUSTOMER #:	83601
JOB #:	US66544
INVOICE #:	3007399487
PO #:	
SERVICE DATE:	08/01/2023 TO 07/31/2024
TERMS:	IMMEDIATE
TOTAL DUE:	37,801.61

ROWAN COUNTY FACILITIES
Amount Enclosed: $_____

Payment Method
☐Personal Check Enclosed ☐Money Order Enclosed ☐Cashiers Check Enclosed
Please Make Check Payment To: TK Elevator Corporation

0001:0003

REMIT PAYMENT TO:

TK Elevator Corporation
PO BOX 3796
CAROL STREAM, IL 60132-3796

9330043007399487000000000000000000000037801614

Urgent Announcement

To: Our Valued Customers of TK Elevator

RE: Effective immediately – our overnight mailing address has changed.

Dear Valued Customers,

Effective immediately -the overnight mailing address for payments has changed. Please update your Accounts Payable system with the updated information below:

Overnight Check payments:
Deluxe
TK Elevator Box# 3796
5450 N. Cumberland Ave
Chicago, IL 60656

Regular mail checks:
TK Elevator
PO Box 3796
Carol Stream, IL 60132-3796

ACH Payment
Bank Transit Routing Number: 021000089
EFT Bank Account Number: 30794833
FIN# 62-1211267
Bank Account Name: TK Elevator
Remittance Method: EDI ANSI 820
ACH Format Accepted & preferred: CTX, remittance combined with ACH

Payment Remittance details should be directed to:
email: eft-remittance@tkelevator.com

regards,
TKE Cash Apps Department

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Casey Robinson, Tax Collector
DATE: 9/5/2023
SUBJECT: South Data Inc. Approval - FY24

The Rowan County Purchasing policy requires all purchases over $90,000 be approved by the Board of Commissioners.

Rowan County entered into an agreement with South Data as the Tax Office's main print and mail fulfillment service provider. The contract was originally signed in 2019. The BOC Approved Amendment and FY23 on April 3, 2023; Agenda Item I. The County request approval of Contract 23287 for a not to exceed amount of $131,000.00 for FY24, based on approved fee scheduled.

Board of Commissioners authorize the County Manager to approve the contract for a not to exceed amount of $131,000.00 for FY24, based on approved fee scheduled.

ATTACHMENTS:
1. Fee Schedule
2. Original Contract

Robinson, Casey W

From: Brooke S. Millard <Brooke.Millard@everview.io>
Sent: Thursday, March 23, 2023 1:48 PM
To: Robinson, Casey W
Cc: McDaniel, Jeanne M
Subject: RE: Checking in

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

Hi Casey,
Please find pricing below.

Description	SDI	Price
Change of Value Notice	8246-CVN	0.1124
Property Tax Notice	8246-PTN	0.1124
Utility Property Tax Notice	8246-UTP	0.1124
Business Personal Prop. Listing	8246-BPL	0.2224
Final Property Tax Notice	8246-FPT	0.1124
Personal Prop. Listing	8246-PPL	0.1254
Second Property Tax Notice	8246-SPN	0.1124
Extra Pages		0.0537
eStatement Fee		0.12
Rowan County Scanning		0.065
Indexed Images		0.08

Let me know if you have any questions.

Thanks,
Brooke

Brooke Millard
Senior Account Executive

Direct: 336.783.5986 Direct

EverView

From: Brooke S. Millard <Brooke.Millard@everview.io>
Sent: Wednesday, March 22, 2023 3:23 PM
To: Robinson, Casey W <Casey.Robinson@rowancountync.gov>

Parnell, Tonya

From: Brooke S. Millard <Brooke.Millard@osgconnect.com>
Sent: Tuesday, September 14, 2021 11:31 AM
To: Parnell, Tonya
Cc: Brooke S. Millard
Subject: Price Increase
Attachments: Price Increase Rowan_8246.docx

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 Tonya,

You will find attached our corporate announcement that our prices will be going up on all of our printed materials. We tried to isolate ourselves from the ever-growing cost of materials, labor, and other items needed to provide you with your necessary documents. However, I'm afraid that we are no longer able to hold prices at their current rate. Obviously, these are not the types of emails I enjoy sending, but they rarely become necessary.

The current rate of any printed materials will increase 7.4% beginning in October.

We have worked hard to provide alternatives to our clients to printed documents and will be glad to talk with you about those options if you would like.

If you have any questions about the above changes, please let me know.

We want you to know that we greatly appreciate and value your business and hope you understand. We thank you for your support and continued business.

Sincerely,

Brooke

Brooke S. Millard
SENIOR ACCOUNT EXECUTIVE

201 Technology Lane
Mount Airy, NC 27030
Tel: 336-719-5000

osgconnect.com

Brooke Millard
SENIOR ACCOUNT EXECUTIVE

Direct: 336.783.5986 Direct
Corporate: 201-871-1100

osgconnect.com

11543749-1396-2-3

February 28, 2022

Dear Valued Customer,

As you are aware, economic factors continue to dramatically impact the price of goods and services across all industries nationwide. Over the past year, OSG has taken a methodical approach to pricing in an effort to continue to offer services to our clients, while offsetting our increased input costs to produce.

However, in the past several months, we have seen the cost of materials increase by as much as 30% or more and we anticipate these costs to remain high for the foreseeable future. We have experienced the collective impact of rising prices for paper goods, labor, transport, and fuel to an unmanageable degree. Considering the continued escalation of these costs, we are forced to apply a new surcharge to our monthly invoices starting in April 2022.

This surcharge will be based on the Producer Price Index (PPI) provided monthly by the U.S. Bureau of Labor and Statistics for items impacting our cost to produce. These indexes gauge the average fluctuation in prices received by OSG. The surcharge will be modified monthly and will be reflective of the indexes for that month.

We will continue to monitor these costs and provide transparency in the impact to production. OSG urges our clients to rethink some of their print and mail processes and we are here to help source alternatives. With postal rates and delivery delays adding to these price increases, clients have other options:

- **Go digital:** OSG has various digital services available to help
- **Consider applying a paper statement fee:** some industries have passed paper statement fees to their customers for years – ranging from $2-5 per printed statement
- **Offer upgrades and incentives:** approach paper statements for your customers as part of an existing perks program or on an as requested basis for a fee

Please note, by continuing to do business with OSG (receive OSG services, issue purchase orders, etc.) after receipt of this letter, you will automatically be deemed to understand, accept, and agree to pay the indicated surcharge.

OSG will continue to communicate openly in partnership with our clients. We greatly appreciate your continued business and remain committed to your success.

Sincerely,

OSG

For more information: https://osgconnect.com/client-care-portal/

11543749 4325FCMP-1

775 Washington Avenue | Carlstadt, NJ 07072 | 833.871.1100

11543749-1396-3-3*

OSG

OSG's solution portfolio includes the following legacy companies:

3 POINT PAYMENT PROCESSING

Applied Info Group
AN OSG COMPANY

AppRev
AN OSG COMPANY

DIAMOND COMMUNICATION SOLUTIONS
AN OSG COMPANY

doublepositive
AN OSG COMPANY

gabriel GROUP
Your Message is Our Mission

gsb
A DIVISION OF OSC

FORMOST media One
AN OSG COMPANY

MICRODYNAMICS GROUP
AN OSG COMPANY

miria
AN OSG COMPANY

NBS
AN OSG COMPANY

NCP SOLUTIONS
AN OSG COMPANY

optimaloutsource

Paybox
AN OSG COMPANY

THE PISA GROUP, INC.
AN OSG COMPANY

revopay
AN OSG COMPANY

SouthData
AN OSG COMPANY

TeleReach, Inc
AN OSG COMPANY

WHATCOUNTS
LEADERS IN DATA-DRIVEN EMAIL
AN OSG COMPANY

11543749 4325FCMP-2

775 Washington Avenue | Carlstadt, NJ 07072 | 833.871.1100

21245

Vendor # 14135

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SOUTHDATA/OSG PRINT AND MAIL FULFILLMENT SERVICES AGREEMENT

THIS CONTRACT IS ENTERED INTO THIS 14th day of Feb., 2017 (hereinafter referred to as the "Contract"). The contract effective date is concurrent with the CLIENT's first live production run with SOUTHDATA/OSG or "November 1, 2017", whichever date begins first within the 2017 calendar year.

WHEREAS, OUTPUT SERVICES GROUP is a company organized and existing under the laws of the State of New Jersey, having its principal place of business located at 100 Challenger Road, Suite 303, Ridgefield Park New Jersey 07660, U.S.A. (hereinafter referred to as "SOUTHDATA/OSG"), and is engaged in the business of providing print and mail fulfillment and other related services (hereinafter referred to as the "SOUTHDATA/OSG Services"); and

WHEREAS, Rowan County Tax Administration, is an entity organized and existing under the laws of the State of North Carolina, having its principal place of business located at 402 N Main St., Salisbury, NC 28144 (hereinafter referred to as the "CLIENT"); and

WHEREAS, the CLIENT has agreed to engage SOUTHDATA/OSG, and SOUTHDATA/OSG has agreed to be engaged by CLIENT to provide the SOUTHDATA/OSG Services to CLIENT in accordance with the terms of the Contract.

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

SCOPE OF THE CONTRACT

1.1 SOUTHDATA/OSG hereby agrees to provide the SOUTHDATA/OSG Services to CLIENT, and CLIENT hereby agrees to purchase exclusively from SOUTHDATA/OSG the SOUTHDATA/OSG Services in accordance with the terms and conditions provided herein.

89,000

1.2 Unless otherwise agreed by the parties, the SOUTHDATA/OSG Services to be provided by SOUTHDATA/OSG shall consist of the print and mail fulfillment and related services described in Appendix A attached hereto.

PRICING AND BILLING

2.1 The prices and compensation to be paid by CLIENT to SOUTHDATA/OSG for the SOUTHDATA/OSG Services shall be in accordance with the amounts provided in Appendix B hereto (the "SOUTHDATA/OSG Prices").

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2.2 The SOUTHDATA/OSG Prices set forth in Appendix B shall remain unchanged for a period of twelve (12) months from the date of this Contract (the "Initial Pricing Period"). Following the termination of the Initial Pricing Period and at the end of every subsequent twelve month pricing period (collectively the "Pricing Periods"), notwithstanding anything to the contrary contained in this Agreement, SOUTHDATA/OSG in its sole discretion shall have the right, to increase SOUTHDATA/OSG Prices contained in Appendix B for the "Affected Items" during the Pricing Period by the greater of 5.0% or the change in the Consumer Price Index - All Urban Consumers, U.S. city average, base period 1982-84 ("CPI") as reported for the most recently completed Pricing Period.

2.3 The SOUTHDATA/OSG Prices may be revised and amended at any time by the parties hereto in a written amendment signed by each of the parties, in accordance with the terms prescribed herein.

2.4 Any and all statements and bills for SOUTHDATA/OSG Services, including, but not limited to processing fees, and any costs and expenses, shall be due and payable by the CLIENT to SOUTHDATA/OSG upon receipt, and in any event, no less than five (5) days in advance of the next scheduled corresponding production date. SOUTHDATA/OSG may accept orders and customer information and files from CLIENT, but will not commence processing procedures or provision of the SOUTHDATA/OSG Services unless and until payments have been received from the CLIENT with respect to said orders and customer files. SOUTHDATA/OSG shall bill the CLIENT on a monthly basis or more frequently, if the Cycle Requirements dictate.

2.5 During the term of this Contract and any renewals thereof, CLIENT shall be responsible for the payment of any and all applicable federal, state, and local taxes, including, but not limited to sales, excise, use and taxes. Exemption from tax payment will be allowed upon the presentation of written proof of exemption and a valid tax exemption number.

2.6 All statements shall be payable to SOUTHDATA/OSG in the form of cash, or check made payable to "SouthData" at 201 Technology Lane, Mount Airy, NC 27030 the address listed herein, or by electronic funds transfer to SOUTHDATA/OSG in accordance with written electronic transfer instructions provided by SOUTHDATA/OSG to the CLIENT.

2.7 In the event that the CLIENT defaults upon or fails to make any payment as scheduled, SOUTHDATA/OSG shall have the right to immediately cease any and all production for the account of the CLIENT.

COSTS AND EXPENSES

3.1 CLIENT shall be responsible for the payment of all costs and expenses incurred by SOUTHDATA/OSG, including, but not limited to expenses for: postage, shipping, freight, paper, electronic forms, envelopes, flats and other required supplies in connection with providing the SOUTHDATA/OSG Services in accordance with the terms of this Contract.

3.2 Payment for any of the foregoing costs and expenses shall be made in accordance with paragraph 2.6 herein. In addition, CLIENT shall establish a Postage Account in the name of, and for the benefit of SOUTHDATA/OSG, with SOUTHDATA/OSG. Each month, CLIENT shall deposit into the Postage Account an amount equal to the prior month's volume and actual postage expenses. A postage deposit equaling two (2) months of estimated postage is required and shall be due and payable two (2) weeks prior to the first scheduled production run. Statements for costs and expenses for postage, shipping and freight shall be billed to CLIENT, and payment may be made to SOUTHDATA/OSG from the Postage Account. SOUTHDATA/OSG reserves the right to monitor the Postage Account and to increase or decrease the required deposit by CLIENT at the sole discretion of SOUTHDATA/OSG.

REPRESENTATIONS AND WARRANTIES

4.1 SOUTHDATA/OSG and the CLIENT jointly and severally represent, warrant and agree as follows:

(a) they have the full legal right, power and authority to enter into this Contract and to consummate all of the transactions contemplated herein;

(b) that in executing and delivering this instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the parties as expressed herein; and

(c) that this Agreement, and each and every covenant, promise, representation, warranty and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries and other affiliates, of each party hereto.

4.2 The CLIENT acknowledges and agrees that any and all data, documents and information provided by SOUTHDATA/OSG to the CLIENT, including, but not limited to computer software programs, computer data and information, and other proprietary information, are and shall remain the sole and exclusive property of SOUTHDATA/OSG.

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is acknowledged and agreed that SOUTHDATA/OSG shall not be considered an agent, employee or representative of the CLIENT. SOUTHDATA/OSG shall not act on behalf of the CLIENT, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between SOUTHDATA/OSG and the CLIENT, nor is it the intention of the Parties to establish any such relationship.

5.2 Neither SOUTHDATA/OSG nor the CLIENT is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

6.3 The Parties shall each use reasonable efforts to take all actions as the other may from time to time reasonably request and to otherwise cooperate with the other in order to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

LIMITATION OF LIABILITY/INDEMNIFICATION

6.1 Except for acts constituting fraud, willful misconduct or gross negligence, SOUTHDATA/OSG, its shareholders, principals, directors, officers, agents, employees and representatives shall not be liable for any damages arising out of the performance of SOUTHDATA/OSG's obligations under this Contract. Notwithstanding the foregoing, under no circumstances will SOUTHDATA/OSG be liable for the damages arising out of the performance of its obligations hereunder or damages arising out of this Contract to the extent that said damages exceed the compensation paid by the Client to SOUTHDATA/OSG for the performance of the SOUTHDATA/OSG Services, nor will SOUTHDATA/OSG be liable for damages for any loss of profits, goodwill, consequential damages.

CONFIDENTIALITY

7.1 Except as provided herein, SOUTHDATA/OSG, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the CLIENT, including but not limited to any customer lists and information, financial data or other information designated in writing by the CLIENT as proprietary information ("Client Information").

7.2 Except as provided herein, the CLIENT, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from SOUTHDATA/OSG, including but not limited to any operating programs, computer programs, data or other information, and other information designated in writing by SOUTHDATA/OSG as proprietary information (the "SOUTHDATA/OSG Information")(the Client Information and the SOUTHDATA/OSG Information shall be referred to collectively as the "Confidential Information").

7.3 Neither party shall use the Confidential Information for any purpose other than the performance of that party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:

(a) Is already lawfully in the possession of the disclosing party, and is not subject to any confidentiality provisions;

(b) Is or hereafter becomes a matter of public knowledge or is available in the public domain independent of any disclosure by the disclosing party;

(c) Is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions; or

(d) the disclosing party is legally obligated to disclose.

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TERM

8.1 This Contract shall come into effect immediately as of the date of execution hereof by both parties, and shall remain in force for a period of thirty six (36) months, except as provided for herein. At the expiration of the term, the Contract, including any modifications thereto, shall automatically renew for successive 12 month term, unless either party provides written notice of non-renewal ninety (90) days prior to the expiration of the term of the Contract, or the renewal period, as the case may be.

8.2 In the event that this Contract shall renew in accordance with paragraph 8.1 herein, the terms of the Contract, including any modifications thereto, shall remain unchanged, except that the pricing terms shall be modified in accordance with paragraph 2.2 herein.

TERMINATION

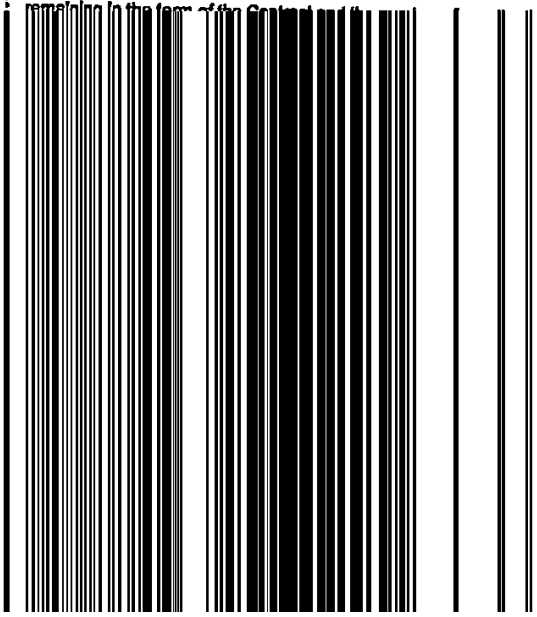
9.1 Either SOUTHDATA/OSG or CLIENT may terminate this Contract with regard to its respective obligations hereunder at any time by giving the other party written notice of such termination, upon the occurrence of any of the following:

(a) any material breach of any of the terms or conditions hereof having been committed by either party, if the breaching party fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party; or

(b) the bankruptcy or insolvency of either party, including, but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or

(c) the mutual consent of the CLIENT and SOUTHDATA/OSG to terminate this Contract.

9.2 In the event that SOUTHDATA/OSG terminates this Contract in accordance with paragraph 9.1(a) herein, or if the CLIENT terminates this Contract for any reason other than those specified in paragraph 9.1(c) prior to satisfying its Minimum Commitment, the CLIENT agrees that it shall be liable to SOUTHDATA/OSG for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Minimum Commitment and (b) the sum of the number of months remaining in the term of the Contract and (b)



obligations hereunder, and the confidentiality provisions defined in paragraphs 7.1, 7.2 and 7.3 herein shall remain in full force and effect for a period of one (1) year.

NOTICES

10.1 All notices or other communications between the Parties hereunder shall be in writing, and shall be delivered, or sent via first class mail and/or facsimile transmission to the following addresses:

To SOUTHDATA/OSG:	To Rowan County Tax Administration
201 Technology Lane	402 N Main St.
Mount Airy, NC 27030	Salisbury, NC 28144
Telephone: (800)-549-4722	Telephone: (704) 216-8585
Attn: Lora Southard	Attn: Kelvin Byrd

10.2 Any party may change its address at any time by giving notice thereof to the other parties in the manner provided in this Article.

10.3 Notices sent via first class mail shall be deemed to have been given at the time when mailed, enclosed in a registered or certified, postage pre-paid envelope addressed to the party at the respective addresses set forth in this Contract, or to such other address which may have been fixed by notice, provided, however, that any change of address shall be effective only upon receipt.

10.4 Notices sent via facsimile shall be deemed to have been given at the time when return confirmation of the said facsimile transmission shall be received by the party providing notice.

DISPUTE RESOLUTION

11.1 In the event that a dispute arises between or among the Parties directly or indirectly arising out of or concerning the meaning or interpretation of this Contract, the Parties shall first attempt to settle such dispute through friendly discussion. In the event that such dispute cannot be resolved in such manner, the matter shall be submitted to binding arbitration.

11.2 Any arbitration proceeding shall be conducted within the state of North Carolina, in accordance with the procedural rules of the American Arbitration Association. The decision of the arbitrator may be appealed to a court of competent jurisdiction in accordance with the laws of the state of North Carolina.

11.3 Any action or proceeding, including but not limited to any arbitration or litigation, directly or indirectly arising out of or concerning the meaning or interpretation of this Contract shall be settled in the state of North Carolina, United States of America, and the Parties expressly submit to and consent that the courts and authorities of the state of North Carolina shall have exclusive jurisdiction over any such arbitration or litigation. The Parties hereby consent to service, jurisdiction and venue of such courts for any litigation.

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11.4 In the event that any action or proceeding, including, but not limited to an arbitration or litigation, is commenced between CLIENT and SOUTHDATA/OSG concerning this Contract regarding the rights and duties of either of the Parties under this Contact, then the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such action or proceeding which may be determined by the arbitrator or court in such action or proceeding or in a separate action brought for that purpose.

CONFLICTS OF INTEREST

12.1 The CLIENT acknowledges and agrees that it shall obtain the SOUTHDATA/OSG Services or similar services exclusively from SOUTHDATA/OSG. The CLIENT shall not directly or indirectly enter into any contracts with persons who are in direct competition with SOUTHDATA/OSG for the purposes of providing the same or similar services as the SOUTHDATA/OSG Services without the prior written consent of SOUTHDATA/OSG.

GOVERNING LAW

13.1 This Contract shall be construed in accordance with and governed by the laws of the State of North Carolina.

MODIFICATION AND ASSIGNMENT

14.1 This Contract may not be modified or terminated orally and no modification, termination or alteration shall be valid unless in writing signed by the party against whom enforcement is sought.

14.2 Neither party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other party, which consent may be withheld for any reason whatever, and any attempted assignment by either party without such prior written consent will be ineffective and will constitute a breach of this Contract.

ADDITIONAL DOCUMENTS

15.1 The Parties shall execute all additional Contracts and instruments that may be reasonably required in order to carry out the purposes and intent of this Contract and to fulfil the obligations of the Parties hereunder.

COUNTERPARTS

16.1 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.

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ENTIRE CONTRACT

17.1 This document constitutes the entire agreement between the Parties relating to the SOUTHDATA/OSG Services, and the Parties agree that there are no other understandings or Contracts between them whatsoever relating to the SOUTHDATA/OSG Services.

HEADINGS

18.1 The headings used in this Contract are for convenience only and shall not be used to interpret or construe any of its provisions.

Non-Appropriation

19.1 Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.
In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.

SouthData/OSG

By: _____

Name: Lora Southard

Title: Vice President Sales

Date: 11-29-17

Rowan County Tax Administration

By: _____

Name: Aaron Church

Title: County Manager

Date: 2-14-19

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

Leslie E Heidrick
FINANCE DIRECTOR

1-800-548-4722
www.southdata.com

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APPENDIX A

STATEMENT OF WORK

SOUTHDATA/OSG Control Standards

I. Inventory Controls
- A. Inventory controls are maintained by SOUTHDATA/OSG.
- B. Paper and Envelope stock will be supplied as part of the SOUTHDATA/OSG packaged services
- C. Items included are:
  1. 24lb. OCR bond 8 ½ x 11 micro perforated paper
  2. # 10 double window envelope
  3. # 9 business reply envelope

II. Input Controls
- A. Client submits data files via secure SouthData website.
- B. Successful transmission is indicated when system provides user an order number (ticket number)
- C. Files are processed
- D. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
- E. Once all input controls are verified, the file is scheduled for production

III. Printing Controls
- A. High Speed Web Printers are utilized within SOUTHDATA/OSG's Customized Workflow System
- B. Throughout the printing process:
  1. Monitor print quality and output sequences.
  2. Final review of output, and verification of present mailing information
- C. Reprint any statements via account recovery program
- D. Provide accurate workflow tracking throughout the process

IV. Inserting Controls
- A. Pre-production machine inspection insures proper material use
- B. Verify control totals to ensure all printed pages are inserted
- C. "Intelligent" Inserters electronically monitor insertion and folding integrity through out
- D. Postage totals are verified after each mailing
- E. Ability to monitor piece, set, and set to set integrity
- F. Verify all totals prior to release to the post office

V. Turnaround Commitments
- A. Files will be printed within 48 hours after client approval. Weekends and Holidays are excluded.
- B. New set-up requires 30 business days.
- C. Programming changes to existing products require 15 business days.

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APPENDIX B

FEE SCHEDULE

Product	Cost	Includes
Property Tax Notice Gap Notice Final Property Tax Notice	$0.105	8.5 x 11, 24# paper, duplex, full color, processing, printing, folding, inserting, #10 standard double window mailing envelope, #9 standard single window, delivery to USPS
Business Property Listings	$0.215	2 Pages, 8.5 x 11, 24# paper, duplex, full color, processing, printing, folding, inserting, custom #10 single window mailing envelope, custom #9 non-window remit envelope, delivery to USPS
Farm Listings Personal Property Listings	$0.110	8.5 x 11, 24# paper, duplex, full color, processing, printing, folding, inserting, custom #10 single window mailing envelope, custom #9 non-window, delivery to USPS
Certified Mail	$0.610	2 Pages, 8.5 x 11, 24# paper, simplex, processing, printing, folding, inserting, custom #10 double window mailing envelope, all certified mail fees & postage, delivery to USPS, online tracking
Imaging	$0.065	Receive, prep, scan and QC received documents. FTP delivery
Indexing	$0.080	Index based on client requested fields
Extra Pages	$0.050	
House holding	$0.030	
Client Supplied Inserts	$0.010	
E-Billing		
Price Per Statement	Same as Product	
Changes		
Programming Changes after initial set-up	$125/hr.	
Graphic Changes After Initial Set-up	$65/hr.	

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www.southdata.com

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Additional Services		
NCOA	$400/yr.	Addresses are processed through CASS, LACS, DPV, NCOA
IMB Tracing	$500/yr.	Tracking of individual mail pieces through the USPS
Secure Archive	$1,000/yr.	Archival and retrieval system containing all mailed pieces, available online
Voice Broadcast	$0.25 per call	Outgoing notifications to client supplied phone numbers

SOUTHDATA/OSG
By:
Name: Lora H. Southard
Title: Vice President of Sales
Date: 11-29-17

CLIENT
By:
Name:
Title: County Manager
Date: 2-14-19

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

FINANCE DIRECTOR

1-800-549-4722
www.southdata.com

A Partnership That Delivers

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

Pam E Hall
FINANCE DIRECTOR

ADDENDUM A

THIS ADDENDUM IS ENTERED INTO THIS 14th day of Feb. 2019, and hereby establishes the terms of the "Contract" and pricing between SouthData/Output Services Group ("SouthData/OSG") and ("CLIENT") regarding the SouthData/OSG Digital Solutions Ebilling and Payments Products.

This ADDENDUM shall come into effect immediately as of the first "live acceptance" test file received for SouthData/OSG and shall remain in effect for a period of thirty-six (36) months. All other terms and conditions of this addendum shall be governed by the original contract between our organizations entered into on May 1, 2017.

SouthData/OSG eBill[SM]

Implementation Cost:.....$ 5,000

If Scope is signed by January 31, 2019 all implementation fees will be waived.

Includes conversion of data and creation of the Electronic Bill Presentment and Payment (EBPP) solution.

The implementation fee is based on the SouthData/OSG Ebilling and Payments 2.0 product as demonstrated and represented in the SouthData/OSG Product Guide. The last page of the product guide contains the End User Approval sign-off sheet. This should be signed and attached to this addendum.

SouthData/OSG Ebilling and Payments 2.0

Monthly Site Maintenance Fee	$ 125.00/month
Email Notifications	$ .10/per email
Text Msg Notifications	$ .04/per notification
ACH Transaction Fee	$ 1.50/per payment
ACH Payments Return Fee	$ 15.00/per transaction
ACH Monthly Minimum	$ 125.00/month
Credit Transaction Fee	$ 2.6%/per transaction-charged to end user
Credit Card Monthly Minimum	$ waived
Custom Development (as required)	$ 200.00/hour as quoted

Minimum Cost for using Credit Card is $1.00.

Additional County Agency implementations will incur set-up fees with a combined maximum of no more than $5,000.

Counter swipe machines will be provided by the County. SouthData/OSG will provide integration between the machines and Payments 2.0.

During the payment-testing phase of the SouthData/OSG Ebilling and Payments 2.0 implementation, credit cards and ACH transactions are treated as live transactions. The monthly minimum(s) will apply beginning at this time. In addition, all transactional fees will be initiated when the first set of data is sent to OSG for "live acceptance testing".

SouthData/Output Services Group

By: Lora H. Southard

Name: Lora H Southard

Title: VP Sales

Date: 2-15-19

Rowan County

By:

Name: Aaron Church

Title: County Manager

Date: 2-14-19

1-888-EASY BILL
www.osgbilling.com

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Amy-Lynn Albertson, Cooperative Extension Director
DATE: 9/5/2023
SUBJECT: Request for Public Hearing on Amendments to Ordinance Ch. 8.5 Farmland Preservation

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The Agriculture Advisory Board requests a public hearing with the Rowan Board of Commissioners to amend the code of ordinances Chapter 8.5 Farmland Preservation to meet the 2021 State legislative ordinance changes.

ATTACHMENTS:
1. 2023ChangesOrdinances

Chapter 8.5 FARMLAND PRESERVATION[1]

[1]Editor's note(s)—An amendment adopted Mar. 7, 2011, amended ch. 8.5 in its entirety to read as herein set out. Former ch. 8.5 pertained to the same subject matter and derived from ordinances adopted July 19, 1990; Apr. 6, 1995; Sept. 7, 2004, and an amendment of Aug. 6, 2007.

Cross reference(s)—Administration, Ch. 2; soil erosion and sedimentation, Ch. 18; hazardous, infectious and low-level radioactive waste, § 19-101 et seq.; zoning, Ch. 21.

State law reference(s)—Authority to adopt, G.S. 106-735—106-743.

ARTICLE I. IN GENERAL

Sec. 8.5-1. Purpose.

The purpose of this chapter is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry,and decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors. (Amend 8-4-23)(Amend. of 3-7-11)

Sec. 8.5-2. Authority.

This chapter is adopted under the authority and provisions of G.S. 106-735 through 106-743 and 153A-121 thru 153A-122.

(Amend. of 3-7-11)

Sec. 8.5-3. Definitions.

The following are defined for the purposes of this chapter:

Board shall mean the county agricultural advisory board established under state law.

Chairman shall mean the chairman of the county agricultural advisory board.

District shall mean voluntary agricultural district (VAD) as established in this chapter.

Enhanced district shall mean an enhanced voluntary agricultural district (EVAD) as established by this chapter.

Farmer shall mean, for the purposes of this chapter, an individual actively engaged in the operation, production or managing of agricultural land, forestland, or horticultural land as defined in G.S. 105-277.2.

Nuisance shall mean an action that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property.

(Amend. of 3-7-11)

Cross reference(s)—Rules of construction and definitions, § 1-3.

Secs. 8.5-4—8.5-20. Reserved.

ARTICLE II. AGRICULTURAL ADVISORY BOARD

Sec. 8.5-21. Created.

A county agricultural advisory board, to consist of five (5) members appointed by the board of commissioners, is hereby established.

(Amend. of 3-7-11)

Sec. 8.5-22. Membership.

(a) *Requirements.* Each board member shall be a county resident. Three (3) of the five (5) members shall be actively engaged in farming and shall be selected from the names of individuals submitted to the board of commissioners by the soil and water conservation district, the cooperative extension advisory council, the farm service agency or by application to the board of commissioners.

(b) *Tenure.* The members are to serve for terms of three (3) years, except that the initial board is to consist of one (1) appointee for a term of one (1) year, two (2) appointees for terms of two (2) years, and two (2) appointees for terms of three (3) years. Thereafter, all appointments are to be for a maximum of two (2) three-year terms or until replacement has been appointed.

(c) *Vacancies.* Any vacancy on the agricultural advisory board is to be filled by the board of commissioners for the remainder of the unexpired term.

(d) *Removal for cause.* Agricultural advisory board members may be removed by the board of commissioners at any time for failure to attend twenty-five (25) percent or three (3) consecutive meetings within any twelve-month period (excepting excused absence) or for any other good cause related to performance of duties or when no longer actively engaged in farming during tenure for those appointed as a farming representative pursuant to subsection 8.5-22(a).

(Amend. of 3-7-11)

Sec. 8.5-23. Funding.

Funds may be appropriated to the board to perform its duties based on approval by the board of commissioners.

(Amend. of 3-7-11)

Sec. 8.5-24. Procedure.

(a) *Chairman.* The board is to elect a chairman and vice-chairman each year at its first meeting following the appointment of new members or reappointment of existing members. The chairman shall preside over all regular or special meetings of the board. In the absence or disability of the chairman, the vice-chairman shall preside and shall have and exercise all the powers of the chairman so absent or disabled. Additional officers may be elected as needed.

(b) *Jurisdiction.* The jurisdiction and procedures of the board are to be as set out herein, except that the board may adopt supplementary rules of procedure not inconsistent with this chapter or with other provisions of law.

(c) *Board year.* The board will use the county fiscal year as its meeting year.

(d) *Meetings.* Meetings of the board, following such notice as is required by this chapter, shall be held at the call of the chairman and at such other time as the board in its rules of procedure may specify. A called meeting will be held at least every three (3) months.

(e) *Majority vote.* The concurring vote of a majority of the members of the board shall be necessary to reverse any order, requirement, decision or determination of any administrative official or agency, to decide in favor of an applicant or to pass upon any other matter on which it is required to act under this chapter.

(f) *Records.* The board shall keep minutes of the proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(g) *Administrative.* Both the Rowan soil and water conservation district office and the Rowan cooperative extension will serve the board for recordkeeping, correspondence, application procedures under this chapter and whatever other services the board needs to complete its duties.

(Amend. of 3-7-11; Amend. of 11-19-18)

Sec. 8.5-25. Duties.

The agricultural advisory board shall:

(1) Review and recommend approval of applications for qualified farmland enrollment in either enhanced or voluntary agricultural districts and make recommendations concerning the establishment and modification of said districts.

(2) Hold public hearings pursuant to sections 8.5-61 and 8.5-62 of this chapter.

(3) Advise the board of commissioners on projects, programs or issues affecting the agricultural economy or activities within the county and that will affect agricultural districts.

(4) Perform other related tasks or duties assigned by the board of commissioners.

(5) May develop, and maintain if approved, a countywide farmland protection plan as defined in G.S. 106-744(e) for presentation and consideration to the board of commissioners. The board will present a yearly report of activity at a Rowan BOC meeting.

(Amend. of 3-7-11; Amend. of 11-19-18)

Secs. 8.5-26—8.5-40. Reserved.

ARTICLE III. APPLICATION, CERTIFICATION OF QUALIFYING FARMLAND, ENHANCED AND VOLUNTARY AGRICULTURAL DISTRICTS

Sec. 8.5-41. Requirements.

(a) To secure county certification as qualifying farmland, a farm must be:

(1) A minimum of five (5) acres and meets one of the criteria listed in the definition of farmland as defined by G.S. 106-581.1:

§ 106-581.1. Agriculture defined.

For purposes of this Article, the terms "agriculture," "agricultural," and "farming" refer to all of the following:

(1) The cultivation of soil for production and harvesting of crops, including, but not limited to fruits, vegetables, sod, flowers and ornamental plants.

(2) The planting and production of trees and timber.

(3) Dairying and the raising, management, care, and training of livestock, including horses, bees, poultry, and other animals for individual and public use, consumption, and marketing.

(4) Aquaculture as defined in G.S. 106-758.

(5) The operation, management, conservation, improvement, and maintenance of a farm and the structures and buildings on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation.

(6) When performed on the farm, "agriculture," "agricultural," and "farming" also include the marketing and selling of agricultural products, agritourism, the storage and use of materials for agricultural purposes, packing, treating, processing, sorting, storage, and other activities performed to add value to crops, livestock, and agricultural items produced on a farm, and similar activities incident to the operation of a farm.

(7) A public or private grain warehouse or warehouse operation where grain is held 10 days or longer and includes, but is not limited to, all buildings, elevators, equipment, and warehouses consisting of one or more warehouse sections and considered a single delivery point with the capability to receive, load out, weigh, dry, and store grain. (1991, c. 81, s. 1; 2005-390, s. 18; 2006-255, s. 6; 2013-347, s. 2; 2017-108, s. 8.1.)

(2) Managed, if highly erodible land exists on the farm, in accordance with the Natural Resource Conservation Service defined erosion-control practices that are addressed to such highly erodible land.

(3) The subject of a conservation agreement, as defined in G.S. 121-35, between the county and the owner of such land that prohibits nonfarm use or development of such land for a period of at least ten (10) years, except for the creation of not more than three (3) lots that meet applicable county zoning and subdivision regulations.

(b) Voluntary agricultural districts. To be included in the voluntary agricultural district, a landowner may apply to the agricultural advisory board.

(1) The purpose of voluntary agricultural districts shall be to encourage the economic and financial health of farming areas, to increase protection from nuisance suits, undesired nonfarm development and other negative impacts on participating farms and to increase the identity and pride in the agricultural community and its way of life.

(c) Enhanced voluntary agricultural districts (EVAD).

(1) The enhanced voluntary agricultural district will provide additional benefits to farmers than the current voluntary agricultural district program.

(2) Benefits.

a. The benefits applied to property included in a voluntary agricultural district pursuant to this chapter also apply to property included in an enhanced voluntary agricultural district.

b. Property participating in the EVAD program may receive up to twenty-five (25) percent of its gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from zoning regulations under G.S. 153A-340(b).

1. A farm sales tax exemption certificate issued by the Department of Revenue.

2. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.

3. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.

4. A forest management plan.

c. A person who farms land that is subject to an irrevocable conservation agreement pursuant to subsection 8.5-41(c)(3) of this chapter is eligible to receive the higher percentage of cost-share funds for the benefit of that farmland under the agriculture cost share program pursuant to G.S. 143-215.74(b).

d. State departments, institutions, or agencies that award grants to farmers are encouraged pursuant to G.S. 106-743.4(c) to give priority consideration to any person who farms land that is subject to an irrevocable conservation agreement per subsection 8.5-41(c)(3) of this chapter.

(3) Conservation agreement. The conservation agreement entered into between the agriculture advisory board and the landowner pursuant to G.S. 106-743.1(a)(2) shall be irrevocable for a period of ten (10) years from the date the agreement is executed. Enforcement or revocation contrary to the terms of the conservation agreement may be enforced by the provisions contained in subsections 8.5-45(a) and (b) of this chapter. At the end of its term, a conservation agreement shall automatically renew for a term of three (3) years, unless notice of termination is given in a timely manner by either party as prescribed in this chapter. The benefits outlined in subsection 8.5-41(c)(2) of this chapter shall be available to the farmland for the duration of the conservation agreement. The applicant will be provided full disclosure of the details and requirements of the program in writing thirty (30) days prior to consideration of the EVAD application by the agricultural advisory board.

(Amend. of 3-7-11; Amend. of 11-19-18)

Sec. 8.5-42. Procedure.

(a) To apply to the VAD or EVAD as an agricultural district, a landowner for such certification will apply to the agricultural advisory board. Application forms may be obtained from the agricultural advisory board, cooperative extension, soil and water district, farm services agency or natural resource conservation service.

(b) Upon receipt of an application, the chairman or designee will verify evidence of eligibility of the application.

(c) If an application is approved or denied by the Agricultural Advisory Board, the applicant will be notified by mail.

(d) If an application is denied by the agriculture board, the landowner may, within ten (10) days of notification of disapproval of the application, request in writing that the board reconsider its decision. The request for reconsideration shall state the reason(s) therefore. Upon either an initial denial, if no request for reconsideration was made, or denial after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the decision through the appropriate legal process.

(Amend. of 3-7-11; Amend. of 11-19-18)

Sec. 8.5-43. Identification on county records.

Enhanced and voluntary agricultural districts will be marked on county maps displayed for public view in the following county offices:

(1) Register of deeds.

(2) Code enforcement.

(3) Tax supervisor.

(4) Soil and water conservation district.

(5) Agricultural extension.

(6) County planning.

(7) Any other office deemed necessary by the board.

(8) County's GIS website.

(9) Farm service agency.

(Amend. of 3-7-11; Amend. of 11-19-18)

Sec. 8.5-44. Public information program.

The county may take such action as it deems appropriate through the agricultural advisory board or other body or individual to encourage the formation of enhanced or voluntary agricultural districts and to further their purposes and objectives, including at a minimum a public information program to reasonably inform landowners of the farmland preservation program.

(Amend. of 3-7-11)

Sec. 8.5-45. Revocation of conservation agreement; procedure.

Revocation by the landowner or the agricultural advisory board shall follow the procedures as prescribed below for the respective district type:

(a) *Voluntary agricultural district (VAD).* By providing thirty (30) days advance written notice to the advisory board, a landowner of qualifying farmland within a VAD may request revocation of the conservation agreement or the advisory board may recommend revocation of the same conservation agreement based on noncompliance by the landowner, subject to the same provisions as contained in subsection 8.5-42(d) of this chapter. After review and decision by the Agriculture Advisory Board, such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a VAD. If the board of commissioners shall revoke this conservation agreement for cause, the landowner shall have the appeal rights set forth in subsection 8.5-42(d) of this chapter. Transfers of land in a VAD due to death of the landowner, sale or gift shall not revoke the conservation agreement unless the land no longer qualifies or, in the event that there are water or sewer assessments held in abeyance, the new owner(s) fails to agree in writing to accept liability for those assessments in the event that the land is withdrawn either voluntarily or involuntarily from the VAD. Enforcement of the terms of a conservation agreement for land enrolled in a VAD shall be limited to revocation of the conservation agreement and the benefits derived therefrom. A notice of revocation shall be recorded in the county land record system sufficient to provide notice that the land has been withdrawn from the voluntary agricultural district program.

(b) *Enhanced voluntary agricultural district (EVAD).* Conservation agreements for land within EVAD are irrevocable for a period of ten (10) years. Enforcement of the terms of the conservation agreement may be through an action for injunctive relief and/or damages in any court of competent jurisdiction. The board of commissioners may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the board of commissioners shall revoke this conservation agreement for cause, the landowner shall have the appeal rights set forth in subsection 8.5-42(d) of this chapter. The right to terminate program benefits is in addition to any legal rights that the county may have under either this chapter or the terms of the applicable conservation agreement. The county may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the conservation agreement. A notice of revocation shall be recorded in the county land record system sufficient to provide notice that the land has been withdrawn from the enhanced voluntary agricultural district program.

(Amend. of 3-7-11; Amend. of 11-19-18)

Secs. 8.5-46—8.5-60. Reserved.

ARTICLE IV. PUBLIC HEARINGS

Sec. 8.5-61. Purpose.

Pursuant to G.S. 106-740, which provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within an enhanced or voluntary agricultural district until such agency or unit has requested the local agricultural advisory board to hold a public hearing on the proposed condemnation, this article provides for such hearings.

(Amend. of 3-7-11)

Sec. 8.5-62. Procedure.

(a) Upon receiving a request, the agricultural advisory board shall publish notice describing the proposed action in the appropriate newspapers of the area within two (2) days of the request and will, in the same notice, notify the public of a public hearing on the proposed condemnation, to be held within fourteen (14) days of receipt of the request.

(b) The board will meet to review:

(1) If the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved.

(2) Alternatives to the proposed action that are less impactive and disruptive to the agricultural activities and farmland base of the voluntary agricultural district within which the proposed action is to take place.

(c) The board will consult with the county agricultural extension agent, U.S.D.A. Natural Resource Conservation Service personnel and planner, and may consult with any other individuals, agencies or organizations, public or private, necessary to the board's review of the proposed action.

(d) Within ten (10) days after the public hearings, the board will make a report containing its findings and recommendations regarding the proposed action. The report will be made available to the public for comment prior to a final public hearing/decision by the board of commissioners. Following the commission's decision, the final report will be conveyed to the decision-making body of the agency proposing acquisition and/or condemnation.

(e) Pursuant to G.S. 106-740, the county will not permit any formal initiation of condemnation action by local agencies while the proposed condemnation is properly before the advisory board within these time limitations.

(Amend. of 3-7-11)

Secs. 8.5-63—8.5-80. Reserved.

ARTICLE V. WAIVER OF WATER AND SEWER ASSESSMENTS

Sec. 8.5-81. Purpose.

The purpose of this article is to help mitigate the financial impacts on farmers of some local and state capital investments unused by such farmers.

(Amend. of 3-7-11)

Sec. 8.5-82. Procedure.

(a) Landowner(s) belonging to enhanced or voluntary agricultural districts shall not be assessed for or required to connect to water and/or sewer systems.

(b) Water and sewer assessments will be held in abeyance, without interest, for farms, whether inside or outside of a voluntary agricultural district, until improvements on such property are connected to the water or sewer system for which the assessment was made.

(c) When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

(d) Statutes of limitation are suspended during the time that any assessment is held in abeyance without interest.

(e) Assessment procedures followed under G.S. Article 9 of Chapter 153A shall conform to the terms of this chapter with respect to qualifying farms that entered into conservation agreements while such chapter was in effect.

(f) Nothing in this section is intended to diminish the authority of the county to hold assessments in abeyance under G.S. 153A-201.

(g) Water and sewer assessments will be conducted through Salisbury Rowan Utilities and the Rowan County Tax Assessor's office.

(h) To the extent that this section conflicts with the terms of federal, state, or other grants under which county utility systems are constructed this section shall not apply. This section shall not apply to utilities that are not owned by the county unless the county has entered into an agreement with the entity(ies) owning the utilities and that agreement provides that this chapter shall apply.

(Amend. of 3-7-11)

Sec. 8.5-82.1. Record notice of proximity to farmlands.

N.C.G.S. § 106-741(a) states that "[a]ll counties shall require that land records include some form of notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half mile of a poultry, swine, or dairy qualifying farm or within 600 feet of any other qualifying farm or within one-half mile of a voluntary agricultural district."

(Amend. of 11-19-18)

Secs. 8.5-83—8.5-100. Reserved.

ARTICLE VI. STATE AGENCY NOTIFICATION

Sec. 8.5-101. Purpose.

The advisory board shall consult as much as possible with the state department of agriculture, the state division of soil and water and any other entity the board deems necessary to the proper conduct of its business.

(Amend. of 3-7-11)

Sec. 8.5-102. Procedure.

A record of the ordinance from which this chapter derives shall be recorded with the state commissioner of agriculture's office after adoption. At least once a year the county shall submit a written report to the commissioner of agriculture including the status, progress and activities of the county's farmland preservation program, including voluntary agricultural districting information regarding:

(1) Number of landowners enrolled.

(2) Number of acres applied.

(3) Number of acres certified.

(4) Number of acres denied.

(5) Date certified.

(6) Copies of any amendments to this chapter.

(Amend. of 3-7-11)

Secs. 8.5-103, 8.5-104. Reserved.

ARTICLE VII. LEGAL PROVISIONS

Sec. 8.5-105. Severability.

If any article, section, subsection, clause, phrase, or portion of this chapter is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

(Amend. of 3-7-11)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Sarah Pack, Clerk to the Board
DATE: 9/5/2023
SUBJECT: Consider Approval of the Minutes

8/21/23 Regular Meeting
8/3/23 Special Meeting

ATTACHMENTS:

1. Joint meeting minutes 08032023
2. 08/21/23 Regular Meeting

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 SPECIAL JOINT MEETING ROWAN COUNTY BOARD OF COMMISSIONERS AND SPENCER BOARD OF ALDERMAN AUGUST 3, 2023 – 6:00 PM SPENCER TOWN HALL460 SOUTH SALISBURY AVENUE, SPENCER, NC 28159

PRESENT FOR ROWAN COUNTY:
Greg Edds, Chairman
Mike Caskey, Commissioner
Judy Klusman, Commissioner

ABSENT:
Jim Greene, Vice-Chairman
Craig Pierce, Commissioner

Deputy Clerk to the Board Rebecca Saleeby and County Attorney Jay Dees were also present.

County Manager Aaron Church and Finance Director Anna Bumgarner, and Assistant County Manager/Chief Information Officer Randy Cress attended the meeting via Zoom videoconferencing software.

PRESENT FOR THE TOWN OF SPENCER:
Jonathan Williams, Mayor
Patti Secreast, Mayor Pro-Tem
Andrew Howe, Alderman
Steve Miller, Alderman
Sam Morgan, Alderman
Pat Sledge, Alderman

ABSENT:
Rashid Muhammad, Alderman

Town Clerk Anna Kanode, Town Manager Peter Franzese, Planning and Zoning Administrator Steve Blount, and Special Projects Manager Joe Morris was also present.

Call to Order

Mayor Jonathan Williams called the meeting to order for the Town of Spencer at 6:00 p.m.

Chairman Greg Edds called the meeting to order for Rowan County at 6:00 p.m.

Mayor Jonathan Williams provided the invocation and lead the Pledge of Allegiance.

Long Ferry Road Corridor Study

Mayor Williams thanked everyone for attending. He said the study was intended to look at development plans along Long Ferry Road to determine the potential traffic impacts and any improvements that would be needed in the area. He thanked the Board of Commissioners and both Planning Departments from Rowan County and the Town of Spencer for being able to work together to make this study happen.

Chairman Edds discussed the development on Long Ferry Road. There is a lot happening in the area, and with the talk of more development, a study is necessary.

Ed Muire, Rowan County Planning and Development Director, gave a background of the Long Ferry Road Corridor study. Mr. Muire said that after reviewing the Red Rock projects traffic impact analysis and the proposed warehouse distributions, it was decided to utilize Metropolitan Planning Organization (MPO) funds for the study. It was logical for both the Town of Spencer and Rowan County departments to be involved since both have land use jurisdiction in the area. Mr. Muire pointed out that the study was threefold: first to improve safety and operations in the corridor; second to propose road cross sections that fit within the corridor; and third to be sure that these cross sections accommodate the increase in traffic volumes.

Bradley Reynolds, Traffic Manager for Williams Sale Partnership USA, Inc. (WSP), explained that the study was designed to investigate the impacts of future development on the Long Ferry Road corridor and to get a more complete picture of the development for traffic volumes by the year 2030. He shared a zoning map and pointed out all the existing zones and proposed development plans ranging from truck stop to residential housing development.

Mr. Reynolds pointed out that each section of the corridor has a different volume and operates differently. There are three phases with a total cost estimate of $67,467,000. Finally, he recommended policy changes for both the Town of Spencer and Rowan County.

Phil Conrad, Metropolitan Planning Organization, and Steve Blount, Town of Spencer Planning and Zoning Administrator, discussed the project and answered questions from Spencer Aldermen and Rowan County Board of Commissioners.

Mayor Williams opened the floor for questions and discussion between the Rowan County Commissioners and Town of Spencer Board of Aldermen. The following topics were discussed:

- railroad track placement,
- Jake Alexander Boulevard loop and safety concerns,

- the decline of Charles Street and due to heavier traffic,
- roundabouts,
- traffic signals,
- intersection solutions,
- proposed boundaries for development,
- reservation of right of way,
- tourism,
- timeline and funding for the project.

Mayor Williams said the vision of the study is to make sure the impact of development is minimized for citizens from the Town of Spencer and Rowan County, and now is the time to start planning and getting improvements funded.

Chairman Edds said the development is not about money; it is about people and investment in the people. Industrial development brings money and funding to the county.

Mayor Williams and Chairman Edds thanked WSP and staff for their presentation and for working together on this joint project.

Adjournment

At 7:24 p.m., on the motion of Aldermen Morgan, seconded by Aldermen Howe, the Board of Aldermen voted 5-0 to adjourn for the Town of Spencer.

At 7:25 p.m., on the motion of Commissioner Klusman, seconded by Commissioner Caskey, the Board voted 3-0 to adjourn for Rowan County.

_____

Rebecca Saleeby
Deputy Clerk to the Board

DRAFT

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 August 21, 2023 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chairman Edds requested three additions to the agenda:

- Woodleaf Community Park Change Order and budget amendment (Consent Item Z)
- Fortius Capital Partners withdrawal of purchase offer (Consent Item AA)
- State Building Reuse Grant Extension Amendment for Continental Structural Plastics (Consent Item BB)

Consider Deletions From the Agenda

Chairman Edds requested the removal of Regular Agenda Item C: Consider SUP 01-23 – Jeremy Burnette/Millbridge Speedway that was tabled from April 17th meeting.

Vice-Chairman Greene asked move the Special Recognition further down the agenda to allow the team time to arrive.

Consider Approval of the Agenda

On motion of Greene, seconded by Pierce, the Board voted 5-0 to approve the agenda as amended.

Consider Approval of the Consent Agenda

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the Consent Agenda as amended, as follows:

A. *Award Two (2) Ambulance Remounts - Southeastern Speciality Vehicles*
B. *Approval for Purchase of eight (8) Dodge Chargers for the Sheriff's Office*
C. *Dog Exercise Area NDDAC at Rowan County Animal Shelter*
D. *Sole-Source Stryker Procare Services - FY24 - 25*
E. *Grade Placement for Project Manager/Engineer*
F. *Sole-Source Central Square - FY24*
G. *GRANT APPLICATION: RPL requests approval to apply for FY24 State Aid to Public Libraries from SLNC*
H. *Revised Hazard Communication Policy Page 1 of 572*
I. *GRANT APPLICATION: Emergency Services request to apply to 2023 Portable Radio PSAP Grant through NC DIT*
J. *GRANT APPLICATION: Sheriff's Office seeks approval to apply for grant funding from Operation Underground Railroad*
K. *GRANT APPLICATION: Sheriff's Office seeks approval to apply for K-9 Purchasing Grant from the National Police Dog Foundation*
L. *Resolution Endorsing Full West Parallel Taxiway Project for Mid-Carolina Regional Airport for the MPO Priority List*
M. *Exception for Health Department*
N. *FY23 Equitable Sharing Agreement and Certification*
O. *Budget Amendments, as follows:*

Health	*To budget for American Rescue Plan Act workforce grant*	*$37,806*
Health	*To align budget with actual awarded funding for AA543*	*$87,734*
Health	*To recognize decrease in AA546 award funding*	*$28,296*
Facilities Management	*To budget for new generator using revenue replacement funds*	*$269,200*
Risk Management	*To replenish funds moved to cover extra claims expense*	*$119,609*
Finance	*To reverse BA-01-496 and transfer funds from Parks to Gen Govt*	*$3,810*
Finance	*To reverse p/o BA-01-642 and move 7030 project from revenue replacement*	*$300,250*
Finance	*To appropriate Fund Balance for FY23 Encumbrances - Corrections and Additions*	*$1,346,274*
Health	*To adjust and correct budget to actual awarded funding amount for Elevate Grant*	*$676*
Finance	*To transfer funds to cover Retirees Health Insurance - Dept 6237*	*$12,720*
Parks and Recreation	*To recognize fiscal year 2023 (FY23)*	*$49,168*

	Reserved funds	
Cooperative Extension	*To correct FY23 Reserved Funds*	*$42,498*
Finance	*To budget FY23 Interest revenue earned*	*$1,886*
Health	*To budget FY23 Interest revenue earned*	*$56,843*
DSS	*To recognize FY23 Reserved funds*	*$2,816,552*
Finance	*To reverse BA-01-710 not recommending SCAAP Grant*	*$14,416*
Finance	*To transfer funds to cover additional costs of Woodleaf Park Project*	*$30,000*

P. GRANT APPLICATION: Sheriff's Office seeks approval to apply for 2023 Safe Neighborhood Grant through US Attorney's Office - Middle District
Q. Tax Refunds for Approval
R. Rowan Transit Services Request to Schedule Public Hearing for FY25 GRANT APPLICATION Approval
S. NC Dept of Agriculture - FY24
T. Sign-on Bonus for Heavy Equipment Mechanic II
U. Approval to decline GRANT AGREEMENT FY20 SCAAP
V. Interlocal agreements with Town of Granite Quarry for Build Code Encorcement & Erosion and Sedimentation Control
W. Approval for Purchase two (2) F-250 Trucks - Environmental Management
X. Consider Approval of the Minutes
Y. Authorize County Manager to Enroll in Harvard Kennedy School Course
Z. Woodleaf Community Park Change Order and budget amendment
AA. Fortius Capital Partners withdrawal of purchase offer
BB. State Building Reuse Grant Extension Amendment for Continental Structural Plastics

Public Comment

Chairman Edds opened the floor for public comment.

Gordon Houpe, 1625 St. Paul Church Road, Salisbury, described a situation he experienced where he felt discriminated against by being denied access to a restroom at a restaurant. He noted several potential code violations at this restaurant.

Spencer Dixon, 927 North Main Street, Salisbury, said he believes Family Crisis Council should be involved in the human trafficking study group that will be considered later in the agenda. FCC has extensive experience in this field. Many human trafficking victims come to FCC for support.

Public Hearing for Z 03-23

Aaron Poplin, Planning Technician, said Tanya Poole is petitioning to rezone the parcel they live on at 2935 Old Union Church Rd from Manufactured Home Park (MHP) to Rural Agricultural (RA). This property is currently owned by William Noles and can be further referenced as county tax parcel 607 011000001.

William Noles would like to subdivide out the lot that Tanya Poole's double wide is on. It is not possible to do a minor subdivision in the current MHP zoning district. If rezoned to RA a lot

could be subdivided around Tanya Poole's home. The MHP portion of this property is approximately 3 acres with the rest of the property being zoned RA. The MHP area was registered as a four-unit mobile home park, "Cameron Trailer Park" existing prior to 1990. Currently the mobile home park has two single wides, one double wide, and a vacant lot. The Noles' residence is inside the MHP zoning district but is not considered a lot in the mobile home park.

This property is located in Area 2 of the Eastern Area Land Use Plan areas adjacent to municipalities, and High Rock Lake. Area 2 encourages medium density residential development. When opportunities for new residential development exist, traditional and conservation subdivision designs using current minimum lot standards are appropriate.

This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of nonresidential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other nonresidential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed nonresidential uses. The most intensive land uses would not be allowed in this district.

Commissioner Klusman asked what the minimum lot size is and Mr. Poplin said 20,000 square feet.

At 6:21 p.m. Chairman Edds opened the public hearing and closed it after no one wished to speak.

On motion of Edds, seconded by Pierce, the Board voted 5-0 that Z 03-23 is consistent with the East Rowan Land Use Plan and is reasonable based on the following: 1) it is compatible with other surrounding parcels 2) current MHP zone allows no room for expansion, the change to RA will allow subdivision of the parcel to supplement residential growth.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Z 03-23.

Special Recognitions

The Board recognized the Rowan Little League 10U softball team for their outstanding achievements.

On motion of Greene, seconded by Pierce, the Board voted 5-0 to approve a Proclamation Honoring the 2023 Rowan Little League 10U Softball Team.

Public Hearing and Consideration of Temporary Ordinance for Race to the River 5K

***Clerk's note: this item was moved down the agenda while a potential conflict with another meeting was sorted out.*

Attorney Jay Dees said Kyle Harris, Town of Spencer Planner, had a conflict and could not attend the meeting. He said the annual Race to the River 5K is planned for September 16, 2023, at 3:00 p.m. The 5K route will run mostly through Spencer, but as it approaches the Yadkin River, it will pass into Rowan County/outside Spencer's city limits. The North Carolina Department of Transportation Special Event Guidelines require that counties/municipalities pass an ordinance authorizing lane closures for special events. The Town will handle all logistics, including installation of traffic cones and electronic signage, as appropriate. The Town of Spencer adopted a lane closure ordinance at the governing board meeting on August 8, beginning the closure at 1:00 p.m. until 7:00 p.m. or until the lane is cleared of all participating runners and bicyclists.

At 6:34 p.m. Chairman Edds opened the public hearing and closed it after no one wished to speak.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve An Ordinance Approving a Temporary Lane Closure on US Highway 29 for the Purpose of Facilitating a Special Event.

Legislative Hearing for Z 04-23 – Bowtie Properties LLC

Shane Stewart, Assistant Planning and Development Director, said Bowtie Properties LLC is requesting the rezoning of an approximate 4.02 acre portion of their 6.25 acre tract identified as Parcel ID 401-019 located at 350 Porter Road from Rural Residential (RR) to 85-ED-2.

After purchasing the subject property on February 4, 2020, Bowtie was issued for a zoning permit to construct a 3,000 square foot "residential storage facility" which is generally defined as a structure used to store personal property associated with one's off-site residence – addressed as 350 Porter Road. In the spring of 2022, planning staff became aware that instead of accessing Porter Road, a driveway was constructed through an adjacent lot owned by Bowtie identified as Parcel ID 401A-023 located at 1191 Speedway Blvd. (Lot 5 in Speedway Business Park).

In addition to the driveway encroachment, staff noticed a section of concrete, a mechanical unit, and a small amount of miscellaneous storage present in the required 40-foot buffer for the park. In the spring of 2022, planning staff also became aware of an unpermitted 6,000 square foot building expansion and small buffer encroachment and storage area on the adjacent Lot 6 identified as Parcel ID 401A-024 located at 1217 Speedway Blvd. owned by LGC Holdings LLC.

Over the past year, planning staff and the county attorney have worked with Bowtie to develop a plan for compliance. The first step was to amend the restrictive covenants for Speedway Business Park to address the addition of property to the park and ensue covenant application. As the original developer and current owner of three (3) lots within the park, on February 20, 2023, the Board of Commissioners approved proposed covenant amendments. After receiving signatures from the other five (5) property owners in the park, the amended and restated covenants were recorded as noted above.

While the board may not base their zoning decision on the above claims for development, sections 21-34(c)(6)(c) and (j) of the Zoning Ordinance require one hundred (100) feet of frontage on a major or minor thoroughfare or interstate service road (aka frontage road). Since the subject parcel does not meet this requirement, this standard should prohibit further development of the until the recombination of parcels occur.

Commissioner Klusman clarified the buffer requirements and Mr. Stewart explained the 40' buffer would stay in place.

At 6:45 p.m. Chairman Edds opened the floor for public comment and closed it after no one wished to speak.

On motion of Edds, seconded by Pierce, the Board voted 5-0 that Z 04-23 is consistent with the East Rowan Land Use Plan and is reasonable and appropriate based on the following: 1) The parcels immediately south of applicant are already zoned 85-ED-2. 2) It will allow applicants parcel to be eligible for water and sewer. 3) The use is consistent with the Speedway Business Park, which borders to the south.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Z 04-23.

Quasi-Judicial Hearing for SUP 04-23 – Bowtie Properties LLC

At 6:47 p.m. Chairman Edds called the hearing for consideration of SUP 04-23 to order and said it will focus on an application submitted by Bowtie Properties to amend the Planned Unit Development for Speedway Business Park on Tax Parcel 401-019 located at the 300 block of Porter Road. If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented. When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

1. Approve the permit as requested or with additional conditions;
2. Continue the request; or
3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept sworn testimony. No hearsay evidence is admissible. Shane Stewart will present the case for the County.

Clerk to the Board Sarah Pack swore in all those who wished to provide testimony.

Shane Stewart, Assistant Planning and Development Director, said Bowtie Properties LLC is requesting a Special Use Permit (SUP) to amend the Planned Unit Development (PUD) for Speedway Business Park by adding the 4.02 rezoned acreage portion of Parcel ID 401-019, located at 350 Porter Road, to the park and recombining with four (4) existing parcels. The purpose for the rezoning is to be distributed to adjoining properties.

Mr. Stewart said the plat identifies proposed reconfigured lot lines which, if approved, would be recorded as an amendment to the current Speedway Business Park plat for these four lots and subject to the amended protective covenants for the park recorded as Book 1425 Page 531 on June 27, 2023. This would be considered an amendment to the previously approved Conditional Use Permit CUP 07-04 approved by the board on May 3, 2004, to establish the PUD consistent with section 21-34(c)(5) of the Zoning Ordinance.

There is a buffer of 150 feet currently. The minimum buffer requirement is 40 feet, which is adhered to other than one small corner that is outside the buffer area. The Porter Road access would be closed and all access would be through Speedway Boulevard. The applicant is proposing the same buffer requirements as previously adopted: Type B and a minimum of 40 feet. There are a variety of trees and a six-foot fence that would be part of this buffer.

After purchasing the subject property on February 4, 2020, Bowtie was issued for a zoning permit to construct a 3,000 sf "residential storage facility" – generally defined as a structure used to store personal property associated with one's off-site residence – addressed as 350 Porter Road. In the spring of 2022, planning staff became aware that instead of accessing Porter Road, a driveway was constructed through an adjacent lot owned by Bowtie identified as Parcel ID 401A-023 located at 1191 Speedway Blvd. (Lot 5 in Speedway Business Park). In addition to the driveway encroachment, staff noticed a section of concrete, a mechanical unit, and a small amount of miscellaneous storage present in the required 40-foot buffer for the park.

In the spring of 2022, planning staff also became aware of an unpermitted 6,000 sf building expansion and small buffer encroachment and storage area on the adjacent Lot 6 identified as Parcel ID 401A-024 located at 1217 Speedway Blvd. owned by LGC Holdings LLC. Over the past year, planning staff and the county attorney have worked with Bowtie to develop a plan for compliance. The first step was to amend the restrictive covenants for Speedway Business Park to address the addition of property to the park and ensue covenant application. As the original developer and current owner of three (3) lots within the park, on February 20, 2023, the Board of Commissioners approved proposed covenant amendments. After receiving signatures from the other five (5) property owners in the park, the amended and restated covenants were recorded as noted above.

East Area Land Use Plan

- Located in Commercial / Industrial area of the future land use map.
- Located in I-85 corridor.
- Commercial, Industrial, and Mixed-Use encouraged.
- Use of existing and planned water/sewer utilities are encouraged.
- Perimeter landscaping and parking on sides and rear of building is suggested.
- Consider fifty (50) foot buffer for new development outside watershed areas along all streams.

Development within an ED zoned are subject to the following requirements through the PUD process or as allowed for a stand-along development:

- Permitted use, special use, and ancillary use list in sections 21-34(c) (1) through (4). Future development is subject to this standard and covenant requirements.

- Subdivisions of land approved as a PUD through a Special Use Permit. Although not a "division" of land creating a new tract, the recombined parcels are an amendment to the original PUD approval.
- Forty foot perimeter buffer.
- Eighty percent maximum lot coverage. Added acreage increases opportunity for expansion on the adjacent properties.
- Minimum lot size of five (5) acres for a single development and twenty (20) acres for a PUD, which vary based on 85-ED districts 1-4. Speedway Business Park PUD would increase from 61 acres to 65.
- Access to thoroughfare or interstate service road with one hundred (100) feet of frontage. Portions of land will be reconfigured with parcels accessible to Speedway Blvd., which connect to Porter Road – an existing interstate service road.
- Loading, maintenance, and outdoor storage located on side or rear of the building. Future development is subject to this standard and covenant requirements.
- Lighting along intersections, walkways, and parking lots. N/A.
- Similar building design throughout but not identical. Future development is subject to this standard and covenant requirements.
- Organized design of buildings, service areas, parking convenient and safe for pedestrians, employees, and visitors. Future development is subject to this standard and covenant requirements.
- Street trees and landscape entranceways / medians. N/A. No new development streets proposed.

Mr. Stewart said in addition to meeting the standards, the applicant must illustrate they are able to comply with the following criteria:

(1) Adequate transportation access to the site exists. Speedway Blvd. is an existing state-maintained asphalt road providing access to twelve existing parcels and uses in the park.

(2) The use will not significantly detract from the character of the surrounding area. Future improvements on the subject property are subject to 85-ED standards; covenant restrictions; and configured plat with an extension of the existing 150 foot buffer along the eastern boundary and proposed plantings and fence to supplement along the western and northern edge of the revised Lot 5 (see enclosed buffer plan detail). Consistent with the current conditions of approval set by CUP 07-04, Type B screening requirements within the forty (40) foot buffer would be provided where existing vegetation fails to screen view from adjacent properties.

(3) Hazardous safety conditions will not result. Since this request is modify the development limits of the park, staff does not anticipate any safety concerns. Since the existing structure on the subject parcel is not accessible to Porter Road, a new address will need to be assigned from Speedway Blvd. for emergency purposes.

(4) The use will not generate significant noise, odor, glare, or dust. Current zoning and / or covenant standards establish existing limitations on the levels (sections 21-34(c)(6)(k); 21-163; and Article X of the Zoning Ordinance).

(5) Excessive traffic or parking problems will not result. Since this request is modify the development limits of the park, staff does not anticipate any safety concerns.

(6) Use will not create significant visual impacts for adjoining properties or passersby. Added buffer areas will reduce visual impacts on surrounding properties. Property is adjacent to a 92 acre 85-ED-2 district and a 411 acre CBI district.

Mr. Stewart said the Board of Commissioners must adopt facts supporting the below findings of fact based on the previous six criteria:

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.
2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.
3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

On August 9, 2023, letters were mailed to seven property owners within 100 feet of the rezoning area and a sign was posted on the property.

This request would provide expansion opportunities on three of the four lots and eliminates buffer encroachments on two of the lots. If approved, staff would encourage consideration of the following conditions of approval:

1. Record revised plat with Register of Deeds Office and ensure combination of parcels as to not create any new parcels of land;
2. Type B screening requirements within the required 40-foot perimeter buffer are required for new development when existing vegetation files to screen view from adjacent properties. Requirement applicable to the western and north line of the revised Lot 5 and any future development on lots 6-8;
3. Additional development or future change of use for existing storage structure on revised Lot 5 is subject to applicable development regulations and building code requirements. The structure will also be re-addressed from Porter Rd. to Speedway Blvd.

Bill Arndt, 434 Calhoun Street, Salisbury, said traffic will not be impacted and the character of the area will not be disturbed, but enhanced. There will not be additional noise that will disturb the neighbors. There will be no negative visual impact, rather, a positive impact will be created. Animals will not be displaced. The west of the property is relatively undevelopable. This is a service to the county by maintaining open space.

At 7:01 p.m. Chairman Edds invited public comment.

Victor Poplin, Jr., 430 Skysail Road, Salisbury, of Select Properties, said this would increase property values. He does not see an issue with expansion.

Hearing no further comments, Chairman Edds closed the floor for public comment at 7:02 p.m.

On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve the following findings of fact:

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

FACT: This request will allow four (4) additional acres to be added to the Speedway Business Park, which was previously approved as CUP 07-04.

FACT: This request eliminates two (2) buffer encroachments and establishes new screening / buffer requirements for adjoining properties.

FACT: Further development on the subject property will be subject to zoning and building inspection requirements.

2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

FACT: North Carolina real estate broker Victor Poplin provided testimony indicating the amended Planned Unit Development would not negatively impact the value of adjoining properties.

3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

FACT: The subject property is part of an existing 96+ acre 85-ED-2 zoned area and adjacent to a 411-acre CBI zoned area.

FACT: This request is in conformity with the East Area Land Use plan based on being in an existing Commercial / Industrial Area and within the I-85 corridor.

FACT: Revised parcels comply with 85-ED standards for development listed in section 21-34 of the zoning ordinance.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve SUP 04-23 with the following Conditions of Approval:

1. *Record revised plat with Register of Deeds Office and ensure combination of parcels as to not create any new parcels of land;*
2. *Type B screening requirements within the required 40 foot perimeter buffer are required for new development when existing vegetation files to screen view from adjacent properties. Requirement applicable to the western and north line of the revised Lot 5 and any future development on lots 6-8;*
3. *Additional development or future change of use for existing storage structure on revised Lot 5 is subject to applicable development regulations and building code requirements. The structure will also be re-addressed from Porter Rd. to Speedway Blvd.*

Commissioner Klusman said she appreciates the canopy trees that have been added to the buffer area.

Human Trafficking Study Group Proposal

Commissioner Caskey explained the need for a human trafficking study group. A task force may be developed later. He has personal experience dealing with human trafficking through his law enforcement career. There is a lot that goes on that people aren't aware of. He explained areas of interest the study group will focus on and funding that may be available. The Family

Crisis Council, along with other county/community groups, are on a list of potential contacts to collaborate with. There may be a need for a county coordinator as a point of contact for these agencies. Human trafficking is a scourge on the community. Some populations are nervous to talk to law enforcement. There are many new businesses in the community that can be leveraged to benefit the county. As the population grows, these types of crimes can increase. This will be a process over the next several months. He doesn't want to use a lot of county resources without discussing with the board. We need to do it the right way and find out what the needs are. Siobhan is going to Columbia to shadow someone.

On motion of Pierce, seconded by Klusman, the board voted 5-0 to support the effort to form a study group for human trafficking.

Financial Reports

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with 2023 down by 3.5%, equaling $10,586,956 in July. Annual cumulative revenue is down for 2023 at $12,273,230 for July. In June, the annual cumulative property tax for 2023 was $94,523,533.

Ms. Bumgarner said in April 2023, the annual cumulative sales tax was $36,130,842. She compared monthly sales taxes from 2020 to 2023. She reviewed the County's quarterly investment report as of June 30, 2023.

Chairman Edds asked for clarification on the money market account and Ms. Bumgarner explained where the most interest would be earned.

Adjournment

At 7:25 p.m., on motion of Pierce, seconded by Klusman, the Board voted 5-0 to adjourn.

_____

Sarah Pack, NCCCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Micah Ennis, Social Services Director
DATE: 9/5/2023
SUBJECT: GRANT APPLICATION: Rowan DSS: Salisbury-Rowan Community Foundation Grant 2023: One Church One Child

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ATTACHMENTS:

1. Salisbury-Rowan Community Foundation Grant 2023_One Church One Child

Application Summary of: Rowan County Department of Social Services/Rowan One Church One Child | Beaver, Donna

Program Name: Rowan County Department of Social Services (RCDSS)

Applicant Summary

Application Contact Information	
*Salutation:	Mrs.
*Contact first name:	Donna
*Contact last name:	Beaver
*Contact title:	Social Worker III/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:

1. Click on the data entry field that reads "**Select**", and begin typing your organization name in the box that appears.
2. 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 (RCDSS)
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
*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 1.pdf

Organization Overview

Organization Overview

*Organization mission:	ROCOC partners with RCDSS, Rowan County churches, foundations, Rowan civic organizations, and Rowan County citizens to improve the lives of Rowan County children/teens who are victims of poverty, depency, neglect, and/or abuse. ROCOC provides life necessities for children/teens in an effort to keep them in safe, loving, healthy, and stable homes with birth families, relatives, or close family friends whenever possible. Providing these life essentials takes some of the stress and burdens off of parents and caretakers and reduces the risk of children being exposed to extended trauma.
*Organization core services: *(100 word max.)*	ROCOC assists families involved in active cases with the Children's Services Division of RCDSS and families receiving Work First Family Assistance (WFFA) through RCDSS with beds, car seats, appliances, underwear, socks, personal hygiene items, diapers and wipes, school supplies, and other life necessities as needed. Larger items, like beds and car seats, are ordered and delivered directly to family homes. Smaller items, like diapers and wipes, are kept at RCDSS. Social workers deliver items to families as needed. Gift cards are provided to families for the purchase of clothing, food, or gas. **FAMILIES RECEIVE ALL SERVICES FREE OF CHARGE.**
*Estimated number of volunteers for your organization *(specific to your local unit, if applicable)*.	90

*Please provide a brief description as to how you engage volunteers to further your mission. (100 word max.)	Each ROCOC partner designates a coordinator who acts as a liason between ROCOC and the organization or church. The coordinator shares ROCOC needs with the church/organization and assists in planning events to benefit ROCOC. The ROCOC Advisory Board is made up of 6 RCDSS staff members and 9 community volunteers. Board members meet at least 3 times yearly. They assist in recruiting new partners and spreading the word of ROCOC within the community. They assist in planning 2 yearly community banquets to share information about the 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:

*How many individuals serve on your organization's Board of Directors?	15
*Asian	0
*Black or African American	28
*Hispanic or Latino	0
*Native American/Alaskan	0
*Native Hawaiian or Other Pacific Islander	0
*White, non-Hispanic	72
*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	79
*Male	21
*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)	Six of the board members are permanent members based on their positions as RCDSS employees. Employees holding the positions of RCDSS Director, Children's Services Program Administrator, Children's Services Program Manager, Adoptions Unit Supervisor, ROCOC Program Coordinator, and Social Work Facilitator are board members as part of their job duties with RCDSS. Rowan County is an equal opportunity employer. The other nine board members serve two-year terms. Four members will rotate off the board in June 2024, and five members will rotate off in June 2025. Four new members will be nominated by the current board to serve beginning July 2024. These nominees will be part of ROCOC partner organizations and churches. The board intentionally seeks diversity when nominating new members, understanding the importance of having representation from all parts of the 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?	6
*Asian	0
*Black or African American	17
*Hispanic or Latino	0
*Native American/Alaskan	0

*Native Hawaiian or Other Pacific Islander	0
*White, non-Hispanic	83
*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
*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?	213
*Asian	1
*Black or African American	32
*Hispanic or Latino	6
*Native American/Alaskan	0

*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	94
*Male	6
*Non-binary	0
*Click "**Calculate**" to confirm your staff gender percentages total 100.	100.00
Organization Financials	
*Annual operating budget:	$43,600.00
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 23- June 24.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 2022-2023.pdf
*Net assets of organization (as reported on 990):	$76,151.25
*Does your organization conduct an audit?	Yes
*What is the most recent audit date?	5/05/2023

Project Description

Project Overview	
*Project title: (8 word max.)	Safeguards for Rowan's Abused, Neglected, and Poverty-Stricken Children
*Project start date:	1/01/2024
*Project end date:	12/31/2024
*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.)*	Using funds from this grant, ROCOC will provide new beds (twin, full, queen, toddler, bunk beds & mattresses; cribs & mattresses; & pack and plays), new car seats and booster seats, and appliances (used and new) for families receiving services from RCDSS Children's Services Division and families receiving WFFA.
***Grant request amount:**	$8,000.00
Target Population and Area	
*What is the geographic service area being served, such as neighborhood, county-wide, etc.?	Rowan County, NC - county-wide
*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 providing life essential needs to children/teens with active cases with RCDSS Children's Services Division and WFFA. Rowan County is fortunate to have this service. Surrounding counties do not have similar services to meet the needs of abused, neglected, and poverty-stricken children/teens. If another organization is discovered in Rowan County with duplicate services, RCDSS and ROCOC leadership will attempt to partner with this organization.
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:	Black or African American White Hispanic or Latino Asian Native American/Alaskan Native Hawaiian/Pacific Islander Not Race/Ethnicity Specific
*Additional 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 cultural backgrounds. We serve children/teens and their families regarless of sexual orientation or gender idenity.
Timeline and Expenses	
*Describe your project in detail, including proposed timeline, key milestones and dates, where applicable.	The project will be completed between 1/1/2024 and 12/31/2024 depending on when funding is received. When a RCDSS Social Worker identifies a need within a family on their caseload, they send a referral for assistance to Donna Beaver, ROCOC Program Coordinator. Mrs. Beaver reviews any past spending for the family, making sure that the request is not a duplicate. After Mrs. Beaver approves the referral, it is sent to Josh Stutts, RCDSS Children's Services Program Manager, for final approval. Then the requested item is ordered for the family with delivery directly to the family's home in most instances. Funds from this grant will be used directly to purchase beds, car seats, and appliances for families when requested by RCDSS Social Workers. Funds will not be used until needs are identified.

Please use the budget template provided below to detail your **proposed project expenses**. The following are instructions to assist you with submitting your budget:

1. Download and read the **Project Budget Instructions** before completing a budget template.
2. Once you have read the instructions, download the **project budget template.**
3. Complete the budget template as instructed.
4. Save the budget template as a PDF, no other file types will be accepted.
5. Review the PDF document, ensuring all cells and information can be read and understood.
6. **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 2023 - SR 2023.pdf
*Total project budget:	$8,000.00
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.)*	All grant funding will be used directly to pay for beds, car seats, and appliances. Currently, a twin bed and mattress can be purchased for approximately $195. A crib and mattress can be purchased for $150, and a car seat can be purchased for approximately $90. Appliances range in price from $100 to $400, depending on what is needed. Most purchases are made through Amazon. Used appliances are purchased at Hill's Used Appliances in Thomasville, NC or the Habitat Restore in Salisbury, NC. Shipping is normally free with Amazon purchases. Families pick up purchases from Hill's or the Restore, so there are no delivery charges. Taxes are paid by Rowan County. Purchases are never made unless a true need is identified within a family.

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?	No

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.)*	With this grant funding, ROCOC will purchase beds (twin, bunk, full, queen, toddler beds & mattresses; cribs & mattresses; pack & plays), car seats, and appliances for families with active cases with RCDSS Children's Services Division and WFFA. Requests for assistance will be reviewed by Donna Beaver, ROCOC Program Coordinator, and Josh Stutts, RCDSS Children's Services Program Manager, before making purchases. All expenditures will be entered on the ROCOC financial ledger. The ledger will be audited by Rowan County DSS Financial Department and by an outside auditing team. Accurate counts of the number of children/teens assisted will be calculated monthly. Social Workers will review how the families are using the items purchased for them. Social Workers will continually assess the safety of children as their families' cases remain active with the RCDSS.
*How many participants will you serve?	130
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.)*:	130 participants is based on the number of children and families assisted with prior funding from this grant. Social Workers will ensure that 100% of the children/teens will receive the needed life essentials that are purchased for them..
*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 lead the initative. Mrs. Beaver has over 19 years of experience working in many areas of RCDSS. During this time, she has worked directly with families and understands the needs of children in the community. Mrs. Beaver continues to spend time in the community, connecting with new and longstanding partners. She works to form new partnerships and obtain added support for ROCOC. Mrs. Beaver is supported by RCDSS leadership and the ROCOC Advisory Board.

*What have you achieved in the past three years that contributes to your organization's success? *(200 word max)*	Since the beginning of 2020, ROCOC has gone through some significant changes and still managed to maintain funding and increase our assistance to families. The pandemic slowed the requests for assistance, as Social Workers were unable to visit in family homes. Funding dropped during this time when churches and civic organizations were not meeting regularly to make decisions about giving to the community. ROCOC's longtime Program Coordinator retired in the fall of 2020 after being out of work due to illnes for several months. Mrs. Beaver became the Program Coordinator in January 2021. During the time when the Program Coordinator position was vacant, some of the grant application deadlines were missed, and funding decreased. ROCOC had to move out of their Assistance Center, where families were assisted in person on a regualar basis, in May of 2023, due to a change in ownership of the building. With these significant challenges, ROCOC has continued to keep a strong presence in the community. Our partners continue to be supportive of our efforts to assist families. In 2022, ROCOC assisted 479 children with life essential items. Since the beginning of 2023, 411 children have already been assisted.

☑ Submittal Page

Certification	
*Do you certify that the executive director and board of directors have approved submission 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:	Social Worker III/ROCOC Program Coordinator
*Signature of representative requesting grant:	Donna Beaver 8/16/2023 2:01 PM

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.

Document Title	Question	Size (KB)	Date Uploaded
Board Members beginning July 2022 1.pdf	AS Attach 501c3 Board List	79.57	8/14/2023 1:59 PM
Financial Statement 2022-2023.pdf	Organizations annual budget for the previous year	119.29	8/16/2023 8:32 AM

Projected Budget July 23- June 24.pdf	Organizations current annual budget	126.45	8/16/2023 8:53 AM
Project Budget Template_Rev 2023 - SR 2023.pdf	Project budget upload	43.2	8/16/2023 10:52 AM

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Aaron Church, County Manager
DATE: 9/5/2023
SUBJECT: RFQ Authorization - Crawford Building

The Rowan County Sheriff's Office is requesting to move the CID Division from the Courthouse to the Crawford Building. To begin this process, the County is requesting authorization to post an RFQ to receive qualifications for an Engineer/ Architecture firm. Once qualifications are received and evaluated, a firm will be selected to move forward with the first phase of the renovation project for the existing, unoccupied portions of the Crawford Building.

Board of Commissioners to Authorize the County Manager to begin RFQ process.

ATTACHMENTS:
None

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Alyssa Harris, Public Health Director
DATE: 9/5/2023
SUBJECT: Rowan County Health Department - 2023-24 Environmental Health Fee Schedule

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ATTACHMENTS:

1. Rowan County Health Department - Environmental Health Fee Schedule 2023-24 Memo
2. Rowan County Health Department - Environmental Health Fees - FY 2023-24
3. SL2023-90 Position Statement_FINAL w Common Form

Alyssa L. 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

Memo

To:	Rowan County Commissioners
From:	Alyssa Harris, Public Health Director Adrian Pruett, Environmental Health Manager
Date:	08/23/2023
Re:	RCHD EH Fee Schedule for FY23-24

Situation:
Environmental Health Fee changes due to the passing of Session Law 2023-90 (H628) that amends the language of G.S. 130A-335 and 336

Background:
Session Law 2023-90 (H628) has multiple Sections that affect or change the allowable fees all North Carolina Health Departments can collect when septic system permits are issued by Authorized Onsite Wastewater Evaluators (AOWE) and Professional Engineers. These fees are required to take effect September 1, 2023.

Assessment:
Session Law 2023-90 (H628)
Section 1 amends G.S. 130A-335(a6) - the Local Health Department may assess a fee for the Construction Authorization or the Improvement Permit/Construction Authorization combination permit of up to **forty percent (40%)** of the fee established for similar systems permitted by the Local Health Department. These permits are submitted by AOWE's.
Section 3 amends G.S. 130A-336.1(n) Alternative process for wastewater system approvals – the Local Health Department may assess an administrative fee of no more than **thirty-five dollars ($35.00)** for filing cost. When using a Professional Engineer to submit an Engineered Option Permit Notice of Intent for wastewater system construction.
Section 4 amends G.S. 130A-336.2(n) Alternative wastewater system approvals for nonengineered systems – the Local Health Department may assess an administrative fee of no more than **thirty-five dollars ($35.00)** for filing costs. When using an AOWE to submit a complete Notice of Intent for wastewater system construction.

Recommendation:
A revised Fee Schedule has been created that addresses the required fee changes per Session Law 2023-90 (H628).

The Rowan County Board of Health approved the Fee Schedule change during the August 8th, 2023 Board of Health Meeting. All were in agreement. The Rowan County Board of Health respectfully requests Board of Commissioner's approval of the updated Environmental Health Fee schedule.

ROWAN COUNTY ENVIRONMENTAL HEALTH FEE SCHEDULE EFFECTIVE September 1, 2023

MODIFIED 7/31/2023

Residential and Commercial Septic Systems	
	Current Fee
New Septic Permit Residential and Commercial (non-residential)	
Improvement Permit (IP)	
≤ 480 Gal. per Day (GPD)	$275.00
481 – 720 Gal. per Day (GPD)	$350.00
721 – 1000 Gal. per Day (GPD)	$450.00
1001 – 2000 Gal. per Day (GPD)	$550.00
≥2001 Gal. per Day (GPD)	$650.00
Construction Authorization (CA)	
≤ 480 Gal. per Day (GPD)	$125.00
481 – 720 Gal. per Day (GPD)	$150.00
721 – 1000 Gal. per Day (GPD)	$175.00
1001 – 2000 Gal. per Day (GPD)	$200.00
≥2001 Gal. per Day (GPD)	$250.00
Onsite Meeting Fee • Includes two staff onsite for evaluation • One hour time limit • Follow-up and wrap-around services after visit	$250.00
Existing Septic System Inspection (reuse)	$100.00
Site Revisit Fee (Site not ready for evaluation, not surveyed, house not marked, etc.), $75 first visit, +$25 second visit, +$50 third visit, +$100 fourth visit	$75.00
Septic System Repair Permit (CA)	$0.00
Engineer Option Permit Notice of Intent and Authorized On-Site Wastewater Evaluator Notice of Intent	$35.00
Authorized On-Site Wastewater Evaluator Construction Authorization or Improvement Permit/Construction Authorization combination permits	40% of the fee or combination of fees
Redraw/Re-permitting Fee	$125.00
Well Permits and Services	
New Well Permit (New and Replacement)	$375.00
Well Repair Permit	$100.00
Well Permit Redraw in Office (change of name, change of well location, not requiring a site visit)	$50.00
Well Abandonment Permit	$100.00
Well Variance Application	$100.00
Well Camera	$100.00
Site Revisit Fee (site improperly marked, additional visits for sampling after notification well is ready, etc.), $75 first visit, +$25 second visit, +$50 third visit, +$100 fourth visit	$75.00
Water Samples (Per Sample)	
Bacteriological	$55.00

ROWAN COUNTY ENVIRONMENTAL HEALTH FEE SCHEDULE EFFECTIVE September 1, 2023

MODIFIED 7/31/2023

Sulfur/Sulfate-Reducing Bacteria	$65.00
Inorganic Panel Metal, Anions	$95.00
Inorganic Panel Coal Ash	$105.00
Hexavalent Chromium	$105.00
Fluoride	$55.00
Nitrate/Nitrite	$55.00
Pesticides	$105.00
Petroleum	$105.00
Volatile Organic Chemicals	$105.00
Well Panel Kit (bacteriological, inorganic & nitrate/nitrite)	$125.00
Food, Lodging and Institution Plan Review	
Food & Lodging Plan Review (New)	$225.00
Food & Lodging Plan Review (Remodel)	$125.00
Food & Lodging Application Review (with no plans)	$75.00
Mobile Food Unit, Pushcart Plan Review	$125.00
Catering/Shared Kitchen Application	$75.00
Temporary Food Establishment	$75.00
Limited Food Establishment	$75.00
Swimming Pool Permits	
Year-Round/Annual (per year)	$200.00
Seasonal (per year)	$150.00
Application and Pool Plan Review (New)	$250.00
Revisit Fee (pool not ready for permit to be issued), $75 first visit, +$25 second visit, +$50 third visit, +$100 fourth visit	$75.00
Tattoo Permits	
Annual Permit per Artist	$250.00
Administrative Fee	
Cancellation of Applications prior to work beginning	$25.00

***For New Septic Permits a MAXIMUM of 2 acres will be evaluated at the building site. Additional acreage will require a new application and New Septic Permit Fee**

***Additional fees above and beyond the original application fee are required to be paid prior to receiving the permit applied for.**

***NO REFUNDS once work or evaluations have begun on the property applied for or plan review has begun.**

***When 3 or more applications are submitted for Septic Permitting in the same location or the lot has been previously denied by our department Soil Evaluation/Backhoe Pits are required.**

***Any application will expire after 1 year from original payment date if no permit has been issued.**

***Existing Septic System Inspection (reuse) Permits are only valid for 6 months from the date approved.**

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK BENTON • Deputy Secretary for Health
SUSAN KANSAGRA • Assistant Secretary for Public Health
Division of Public Health

July 10, 2023

POSITION STATEMENT: Amend On-Site Wastewater/Environment Statutes

PURSUANT TO: Session Law 2023-90 (H628)

SOURCE: Jon Fowlkes, Branch Head, On-site Water Protection Branch (OSWP)

ISSUE: Implementation of Session Law Provisions

SUMMARY & IMPLEMENTATION:

Session Law 2023-90 (H628) has multiple Sections that affect the on-site wastewater industry. This document is intended to provide the OSWP's interpretation of the language in this Session Law to local health departments (LHDs) and industry professionals to help promote consistency statewide. This information is presented according to the Section in the Session Law that addresses each issue. **Please be aware that this document ONLY provides summaries and interpretations of the Sections that affect authorized agents of the state in Onsite Water Protection, which includes Sections 1-6, 8, 9.5, 10.1, and 12.**

Section 1, Modifications to G.S. 130A-335:
This Section amends language in G.S. 130A-335(a3) and (a5) to require a completeness review by the LHD upon a submittal of an Improvement Permit and/or Construction Authorization pursuant to (a2) of this statute. This Section requires the Department to develop a common form. A determination of completeness is made by the LHD by ensuring:

- The common form developed by the Department is submitted, completed and contains all required components of an Improvement Permit and/or Construction Authorization, as applicable, pursuant to G.S. 130A-336;
- A site sketch is attached to the submittal which clearly shows initial and repair wastewater system areas. The areas should be sited in a way that makes it clear for the septic contractor and the installation inspector to find the wastewater system areas in the field; and
- Any required legal agreements, artificial drainage requirements, and Licensed Soil Scientist (LSS)/Authorized Onsite Wastewater Evaluator (AOWE)/Licensed Geologist (LG)/Professional Engineer (PE) reports and/or plans are attached to the submittal.

Previously, the LHD had 10 business days to review a submittal under this statute. This Section now states that a LHD has five business days to make this completeness review. If a LHD fails to act in this 5-day period, the applicant may treat this failure as a determination of completeness. If a LHD determines that the submittal is incomplete, the applicant shall be notified of the components that are missing. The

OSWP also recommends notifying the LSS/AOWE/LG/PE. The LHD will have five business days to perform the completeness review of the re-submittal.

While the LHD shall not review these submittals for accuracy or validity, inevitably issues or problems will be found on occasion. When issues are discovered by the LHD during the completeness review (e.g., error in bedrooms, incorrect design daily flow, setback violation, etc.), the LHD shall notify the applicant and the LSS/AOWE/LG/PE, as appropriate. This is a professional courtesy that allows the licensed professional the opportunity to correct the error. If the licensed professional chooses to correct the error, the LHD shall mark the common form as incomplete to allow time for the correction. However, if the licensed professional refuses to make the correction, the LHD shall document this notification and response. The applicant/owner shall be notified of the response, and the LHD shall proceed with the completeness review. The LHD shall not conduct any type of site visits or evaluations for the issuance of the Improvement Permit and/or Construction Authorization when submitted by an LSS/AOWE/LG/PE.

This Section amends language in G.S. 130A-335(a4) and (a5) to allow the LSS/AOWE/LG/PE to require the LHD to revoke or suspend an Improvement Permit and/or Construction Authorization submitted pursuant to (a2) of this statute "for cause." "Cause" will exist if there are one or more grounds to revoke or suspend pursuant to G.S. 130A-23. Grounds to revoke include any violation of the Commission's rules, violation of applicable laws and statutes, or a finding that the permit was issued based upon inaccurate or inadequate information. A request to revoke under this provision shall be made in writing to the LHD.

This Section amends language in G.S. 130A-335(a6) that allows a LHD to charge a fee for the Construction Authorization or the Improvement Permit/Construction Authorization combination of up to 40% of the normal fees for similar wastewater systems. Thus, a LHD may charge up to 100% of their normal fees for an Improvement Permit only, but if an application is submitted for a Construction Authorization or Improvement Permit/Construction Authorization combination, the LHD may only charge 40% of their normal fees.

This Section amends language in G.S. 130A-335(a7) that allows the issuer of the Construction Authorization pursuant to (a5) of this statute to delay wastewater system construction until a determination of site conditions is made to verify that site conditions remain unchanged. Site conditions include soil wetness, or grading or landscaping that impacts the soil evaluation, compacts the soil, or alters the landscape position. Language was also added to (a7) that requires the owner to contact the authorized agent and septic contractor and notify them "of any known changes to the site that alter the site evaluation or conditions."

Finally, this Section amends language in G.S. 130A-335(a9) that removes the requirements in 15A NCAC 18A .1938(e) or (f) for State review of systems with a design flow greater than 3,000 gallons per day or any industrial process wastewater systems for submittals pursuant to (a2) of this statute. If a proposal is sent to the Department for review, the completeness review is not required to meet the 5-day deadline. The decision for State review shall be the responsibility of the licensed professional and not the LHD.

This Section is effective immediately, except for the fee changes which will take effect September 1, 2023.

Section 2, Modifications to G.S. 130A-335.1:
This Section removes the requirement of the visible marker for a septic tank's access device in G.S. 130A-335.1(b)(5).

This Section is effective immediately.

Section 3, Modifications to G.S. 130A-336.1:
This Section amends language in G.S. 130A-336.1 by requiring the fee for an Engineered Option Permit (EOP) to be submitted with the Notice of Intent to Construct (NOI). In addition, this Section removes the requirement for a completeness review by the LHD. The fee for an EOP was changed from 30% of the cumulative total of the fees the LHD has established to obtain an Improvement Permit, a Construction Authorization, and an Operation Permit for wastewater systems under its jurisdiction, to no more than $35.00 for filing costs. The owner is now required to submit the Authorization to Operate (ATO) to the LHD and a letter documenting the acceptance of the EOP report, but that letter no longer needs to be notarized. In addition, the owner is required to submit a copy of the PE's report and a copy of the operations and management program.

This Section amends language in G.S. 130A-336.1(o) by only allowing an EOP to be transferable to a new owner with consent of the PE and a contract between the PE and new owner.

This Section adds new language, G.S. 130A-336.1(o1) and (o2). G.S. 130A-336.1(o1) grants authority of revocation to the PE that issued the EOP. The PE may send written notice to the LHD, as well as the owner, the LSS, the LG, if any, the certified contractor, and the certified water pollution control system operator, if any. This includes revocation of both the NOI and the ATO.

G.S. 130A-336.1(o2) allows an owner the option to submit an application to the LHD for a malfunctioning EOP system. The LHD's responsibility is to evaluate the site as they would for a new septic system and issue both an Improvement Permit and a Construction Authorization, accordingly. Thus, best professional judgement shall not be used by the LHD for a malfunctioning EOP system. If the LHD determines that a site is unsuitable for a subsurface wastewater system in this scenario, the LHD shall submit a written report to the owner in accordance with 15A NCAC 18A .1937(m). For issuance of Notices of Violation and permanent pump and haul permits, please contact OSWP for guidance as needed. If a septic or pump tank needs replacing, or any other component outside of the nitrification field that is not considered maintenance, the LHD shall issue both an Improvement Permit and Construction Authorization but specifically state on the permit that the issuance is for the replacement of the wastewater system component only and has no impact on the nitrification field. The LHD shall not evaluate soils in the nitrification field in this scenario. A revocation is not required by law of the previously issued NOI or ATO. Additional repair area shall not be required.

This Section is effective immediately, except for the fee changes which will take effect September 1, 2023.

Section 4, Modifications to G.S. 130A-336.2:
This Section amends language in G.S. 130A-336.2 by requiring the fee for an AOWE permit to be submitted with the NOI. In addition, this Section removes the requirement for a completeness review by the LHD. The fee for an AOWE permit was changed from 30% of the cumulative total of the fees established for similar systems permitted by the LHD to no more than $35.00 for filing costs. The owner is now required to submit the ATO to the LHD but is no longer required to provide a notarized letter documenting the acceptance of the AOWE report. The owner shall only sign confirming acceptance and receipt of the AOWE report and submit this to the LHD, in addition to the AOWE's report and a copy of the operations and management program.

This Section removes the responsibility for OSWP to develop the common form for AOWE permits and transfers this responsibility to the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board.

This Section amends language in G.S. 130A-336.2(o) by only allowing an AOWE permit to be transferable to a new owner with consent of the AOWE and a contract between the AOWE and new owner.

This Section also adds new language, G.S. 130A-336.2(o1) and (o2). G.S. 130A-336.2(o1) grants authority of revocation to the AOWE that issued the AOWE permit. The AOWE may send written notice to the LHD, the owner, the LSS, the LG (if applicable), the certified contractor, and the certified water pollution control system operator (if applicable). This includes revocation of both the NOI and the ATO.

G.S. 130A-336.2(o2) allows an owner the option to submit an application to the LHD for a malfunctioning AOWE system. The LHD's responsibility is to evaluate the site as they would for a new septic system and issue both an Improvement Permit and a Construction Authorization, accordingly. Thus, best professional judgement shall not be used by the LHD for a malfunctioning AOWE system. If the LHD determines that a site is unsuitable for a subsurface wastewater system in this scenario, the LHD shall submit a written report to the owner in accordance with 15A NCAC 18A .1937(m). For issuance of Notices of Violation and permanent pump and haul permits, please contact OSWP for guidance as needed. If a septic or pump tank needs replacing, or any other component outside of the nitrification field that is not considered maintenance, the LHD shall issue both an Improvement Permit and Construction Authorization but specifically state on the permit that the issuance is for the replacement of the wastewater system component only and has no impact on the nitrification field. The LHD shall not evaluate soils in the nitrification field in this scenario. A revocation is not required by law of the previously issued NOI or ATO. Additional repair area shall not be required.

This Section is effective immediately, except for the fee changes which will take effect September 1, 2023.

Section 5, Modifications to G.S. 130A-337:
This Section adds new language, G.S. 130A-337(a1), that allows an AOWE to contract with an applicant to conduct an inspection of a wastewater system installation and issue an Operation Permit, accordingly. The AOWE is required to provide written verification to the applicant that the system installation meets all of the conditions of the Improvement Permit and Construction Authorization, and the AOWE shall issue an as-built drawing with the Operation Permit that meets the standards and scale of the LHD that issued the Construction Authorization. The applicant shall submit these items to the LHD within two business days of receipt from the AOWE.

This Section also adds language to G.S. 130A-337(a1) that releases liability from the Department, the Department's authorized agents, and the LHDs from any claims attributed to the wastewater system installation. The AOWE is responsible for ensuring that the wastewater system is installed in accordance with the Construction Authorization. However, the LHD retains the responsibility for the Improvement Permit and Construction Authorization.

This Section is effective immediately.

Section 6, Modifications to G.S. 130A-343:
This Section adds new language, G.S. 130A-343(h)(1) and (h)(2), which says: (1) that any Accepted wastewater system approval be limited to the manufacturer that submitted the petition and received the Accepted status from the Commission for Public Health (CPH) and (2) that the CPH, the Department,

or any LHD may not "condition, delay, or deny the substitution of any Accepted wastewater system based on location of nitrification lines when all parts of the dispersal field can be installed within the approved initial dispersal field area while complying with all Commission rules."

This Section is effective immediately and applies retroactively to any wastewater system approvals issued by the CPH.

Section 8.1, Modifications to G.S. 160D-1110:
This Section adds new language, G.S. 160D-1110(h1), which disallows local governments to withhold a building permit on a project when there's no increase in design daily flow or wastewater strength to an existing wastewater system if an owner submits an on-site wastewater existing system inspection exemption affidavit. This affidavit should be submitted to the local Inspections department, not the LHD.

This affidavit must be created and distributed by the Building Code Council by October 1, 2023.

Section 9.5, Modifications to G.S. 87-97:
This Section removes G.S. 87-97(b1) which required a LHD to notify building inspections when a well permit was issued, and allowed building inspections to conduct an inspection of the trench from the well to the house without the well contractor present. This Section now allows the well contractor to cover the trench without an inspection.

This Section is effective immediately.

Section 10.1, Modifications to G.S. 90A-51 through 53 and G.S. 90A-63, Adds G.S. 90A-53.1 and 90A-53.2:
This Section adds an Environmental Health Associate (EHA) that will be allowed to permit and inspect private water wells, any Type II or III onsite wastewater system, including system layouts and existing system inspections, and inspect migrant housing. An EHA is allowed to carry out other duties in Environmental Health, also, but these listed here only affect Onsite Water Protection.

An EHA is required to attend CIT, must be authorized by the Department, and must be registered by the Board of Environmental Health Specialist Examiners. An EHA is also required to obtain continuing education each year as required by the Board.

This Section is effective May 1, 2024.

Section 12, Effective date of fees:
This Section applies to Sections 1, 3, and 4 of this Act and requires that the fees established in these Sections take effect on September 1, 2023.

Terminology Guidance:
For the sake of consistency and clarity, the following terms are recommended for use throughout the state:

Permit Type	Statutory Authority	Recommended Term
Improvement Permit	G.S. 130A-335(a2) & (a3)	(a2) Improvement Permit
Construction Authorization	G.S. 130A-335(a2) & (a5)	(a2) Construction Authorization
Notice of Intent to Construct (NOI)	G.S. 130A-336.1(b)	EOP NOI
Authorization to Operate (ATO)	G.S. 130A-336.1(m)	EOP ATO

Notice of Intent to Construct (NOI)	G.S. 130A-336.2(b)	AOWE NOI
Authorization to Operate (ATO)	G.S. 130A-336.2(m)	AOWE ATO

LHD Reporting Requirements:
All LHDs shall report all private option permitting in their monthly activity reports to the OSWP, including permits issued in accordance with G.S. 130A-335(a2). Large systems (>3,000 GPD, unreduced) and Industrial Process Wastewater systems (IPWW) shall be reported to OSWP as these system types are required to be reported to the Environmental Protection Agency (EPA).

LHDs are no longer required to send copies of NOIs and ATOs to OSWP unless they are large systems (>3,000 GPD, unreduced) or IPWW.

Common Form:
A common form has been developed by OSWP in accordance with Section 1 of Session Law 2023-90, G.S. 130A-335(a3) and (a5). This common form is to be used as the Improvement Permit and/or the Construction Authorization. This common form is not meant to be an application for permits. However, OSWP has developed an application page that, in conjunction with the common form, can serve as the application for an Improvement Permit and/or Construction Authorization. Please keep in mind that this application page is not required to be accepted by the LHD, but it is recommended for consistency statewide.

Both the common form and application page can be found at the end of this position statement and can also be found on OSWP's website.

Private Permitting Quick Summary:

Private Permitting Option	Completeness Review?	Fees Allowed (compared to normal LHD fees)	Effective Date of Fee Changes	Can LHD Conduct Repairs?	Who May Conduct Final Inspection?
(a2) IP/CA	Yes – 5 days	IP: up to 100% CA: up to 40% IP+CA: up to 40%	9/1/23	Yes – as normal, CA only	LHD or AOWE
EOP	No	Up to $35	9/1/23	Yes – no BPJ, IP+CA required	PE
AOWE	No	Up to $35	9/1/23	Yes – no BPJ, IP+CA required	AOWE

NOTE: Position statements are policy documents intended to clarify how to interpret or enforce a law or rule. They are not enforceable on their own, but are intended to promote uniform interpretation and enforcement of the underlying law or rule.

Permit #: _____

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK BENTON • Deputy Secretary for Health
SUSAN KANSAGRA • Assistant Secretary for Public Health
Division of Public Health

Submittal Includes: ☐ **(a2) Improvement Permit** ☐ **(a2) Construction Authorization** ☐ **Fee $**_____

IMPROVEMENT PERMIT FOR G.S. 130A-335(a2)

County: _____

PIN/Lot Identifier: _____

Issued To: _____

Property Location: _____

Subdivision (if applicable)_____ Lot #: _____ Block: _____ Section: _____

LSS Report Provided: Yes ☐ No ☐

If yes, name and license number of LSS: _____

New ☐ Expansion ☐ System Relocation ☐ Change of Use ☐

Proposed Structure: _____

Number of bedrooms: _____ Number of Occupants: _____ Other: _____

Design Wastewater Strength: ☐ domestic ☐ high strength ☐ industrial process

Proposed Design Daily Flow: _____ GPD Proposed LTAR (Initial): _____ Proposed LTAR (Repair): _____

Proposed Wastewater System Type*: _____ (Initial) Pump Required: ☐ Yes ☐ No ☐ May be required

Proposed Wastewater System Type*: _____ (Repair) Pump Required: ☐ Yes ☐ No ☐ May be required

**Please include system classification for proposed wastewater system types in accordance with 15A NCAC 18A .1961 Table V(a)*

Saprolite System (initial): ☐ Yes ☐ No Saprolite System (repair): ☐ Yes ☐ No

Fill System (Initial): ☐ Yes ☐ No If yes, specify: ☐ New ☐ Existing (when adding more than 6 inches of fill to system area provide a fill plan)

Fill System (repair): ☐ Yes ☐ No If yes, specify: ☐ New ☐ Existing (when adding more than 6 inches of fill to system area provide a fill plan)

Usable Soil Depth (Initial): _____ Usable Soil Depth (Repair): _____

Max. Trench Depth (Initial)‡: _____ Max. Trench Depth (Repair)‡: _____ ***‡ Measured on the downhill side of the trench***

Artificial Drainage Required: ☐ Yes ☐ No If yes, please specify details: _____

Type of Water Supply: ☐ Private well ☐ Public well ☐ Shared well ☐ Municipal Supply ☐ Spring ☐ Other:_____

Drainfield location meets requirements of Rule .1945: Yes ☐ No ☐ Drainfield location meets requirements of Rule .1950: Yes ☐ No ☐

Permit valid for: ☐ Five years [site plan submitted pursuant to GS 130A-334(13a)] ☐ No expiration [plat submitted pursuant to GS 130A-334(7a)]

Permit conditions:

_____

_____

_____

Licensed Soil Scientist Print Name: _____

Licensed Soil Scientist Signature: _____ Date: _____

The LSS evaluation is being submitted pursuant to and meets the requirements of G.S. 130A-335(a2).

See attached site sketch

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF PUBLIC HEALTH

LOCATION: 5605 Six Forks Road, Building 3, Raleigh, NC 27609
MAILING ADDRESS: 1632 Mail Service Center, Raleigh, NC 27699-1632
www.ncdhhs.gov • TEL: 919-707-5854 • FAX: 919-845-3972

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Permit #: _____

This Section for Local Health Department Use Only

Initial submittal received: _____ by _____
Date *Initials*

G.S. 130A-335(a3) states the following:

When an applicant for an Improvement Permit submits to a local health department an Improvement Permit application, the permit fee charged by the local health department, the common form developed by the Department, and a soil evaluation pursuant to subsection (a2) of this section, the local health department shall, within five business days of receiving the application, conduct a completeness review of the submittal. A determination of completeness means that the Improvement Permit includes all of the required components. If the local health department determines that the Improvement Permit is incomplete, the local health department shall notify the applicant of the components needed to complete the Improvement Permit. The applicant may submit additional information to the local health department to cure the deficiencies in the Improvement Permit. The local health department shall make a final determination as to whether the Improvement Permit is complete within five business days after the local health department receives the additional information from the applicant. If the local health department fails to act within any period set out in this subsection, the applicant may treat the failure to act as a determination of completeness. The Department shall develop a common form for use as the Improvement Permit.

The review for completeness of this Improvement Permit was conducted in accordance with G.S. 130A-335(a3). This Improvement Permit is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing:

_____

_____

Copies of this were sent to the LSS and the Applicant on _____
Date

State Authorized Agent: _____ Date: _____

☐ Complete

State Authorized Agent: _____ Date: _____

This Improvement Permit is issued pursuant to G.S. 130A-335 (a2) and (a3) using the signed and sealed LSS/LG evaluation(s) attached here. The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. This permit is subject to revocation if the site plan, plat, or the intended use changes. The Improvement Permit shall not be affected by a change in ownership of the site. This permit is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit.

The Department, the Department's authorized agents, and the local health departments shall be discharged and released from any liabilities, duties, and responsibilities imposed by statute or in common law from any claim arising out of or attributed to evaluations, submittals, or actions from a licensed soil scientist or licensed geologist pursuant to GS 130A-335(a2).

Improvement Permit Expiration Date: _____

See attached site sketch

Permit #: _____

Re-submittal of Improvement Permit

LHD USE ONLY: This IP resubmittal received: _____ by _____
Date *Initials*

The following items are being resubmitted pursuant to G.S. 130A-335(a3) for issuance of the Improvement Permit:

_____

_____

_____

_____

I, _____hereby attest that the information required to be included with this re-submittal
Licensed Soil Scientist (Print Name)
is accurate and complete to the best of my knowledge and that the proposed Improvement Permit meets all applicable federal, State, and local laws, regulations, rules, and ordinances.

_____ _____
Signature of Licensed Soil Scientist *Date*

The section below is for Local Health Department use after submittal of items noted as missing above.

LHD Follow-up Completeness Review of Improvement Permit

The review for completeness of this Improvement Permit re-submittal was conducted in accordance with G.S. 130A-335(a3). This Improvement Permit is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing:

_____

_____

Copies of this were sent to the LSS and the Applicant on _____
Date

State Authorized Agent: _____ Date: _____

☐ Complete

State Authorized Agent: _____ Date: _____

NCDHHS

Permit #: _____

CONSTRUCTION AUTHORIZATION FOR G.S. 130A-335(a2)

County: _____

PIN/Lot Identifier: _____

Issued To: _____

Property Location: _____

AOWE/PE Plans/Evaluations Provided: Yes ☐ No ☐ If yes, name and license number of AOWE/PE: _____

Facility Type: _____

☐ New ☐ Expansion ☐ Repair ☐ System Relocation ☐ Change of Use

Basement? ☐ Yes ☐ No Basement Fixtures? ☐ Yes ☐ No

Type of Wastewater System* _____ (Initial) _____ (Repair)

**Please include system classification for proposed wastewater system types in accordance with 15A NCAC 18A .1961 Table V(a)*

Design Daily Flow: _____ GPD Wastewater Strength: ☐ domestic ☐ high strength ☐ industrial process

Session Law 2014-120 Section 53, Engineering Design Utilizing Low-flow Fixtures and Low-flow Technologies? ☐ Yes ☐ No
(if yes, please provide engineering documentation)

Installation Requirements/Conditions

Septic Tank Size: _____ gallons Total Trench/Bed Length: _____ feet Trench/Bed Spacing: _____ feet on center

Trench/Bed Width: _____ inches LTAR: _____ gpd/ft^2

Soil Cover: _____ inches Slope Corrected Maximum Trench/Bed Depth‡: _____ inches ***‡ Measured on the downhill side of the trench***

Aggregate Depth: _____inches above pipe _____inches below pipe _____inches total

Pump Tank Size (if applicable): _____ gallons Requires more than 1 pump? ☐ Yes ☐ No

Pump Requirements: _____ ft. TDH vs. _____ GPM Grease Trap Size (if applicable): _____ gallons

Distribution Method: ☐ Serial ☐ D-Box or Parallel ☐ Pressure Manifold(s) ☐ LPP ☐ Other:_____

Artificial Drainage Required: Yes ☐ No ☐ If yes, please specify details: _____

Legal Agreements *(If the answer is "Yes" to any type of legal agreements, please attach a copy of the agreement.)*

Multi-party Agreement Required [.1937(h)]: ☐ Yes ☐ No

Easement, Right-of-Way, or Encroachment Agreement Required [.1938(j)]: ☐ Yes ☐ No

Declaration of Restrictive Covenants: ☐ Yes ☐ No

Pre-Construction Conference Required: Yes ☐ No ☐

Conditions: _____

_____

_____

The construction and installation requirements of Rules .1950, .1952, .1954, .1955, .1956, .1957, .1958, and .1959 are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the attached system layout.

AOWE/PE Print Name: _____ Expiration Date: _____

AOWE/PE Signature: _____ Date: _____

This AOWE/PE submittal is pursuant to and meets the requirements of G.S. 130A-335(a2) and (a5).

See attached site sketch

NCDHHS

Permit #: _____

This Section for Local Health Department Use Only

Initial submittal received: _____ by _____
Date *Initials*

G.S. 130A-335(a5) states the following:

When an applicant for a Construction Authorization, or an Improvement Permit and Construction Authorization together, submits a Construction Authorization, or an Improvement Permit and Construction Authorization application together, the permit fee charged by the local health department, the common form developed by the Department, and any necessary signed and sealed plans or evaluations conducted by a person licensed pursuant to Chapter 89C of the General Statutes as a licensed engineer or a person certified pursuant to Article 5 of Chapter 90A of the General Statutes as an Authorized On-Site Wastewater Evaluator, the local health department shall, within five business days of receiving the application, conduct a completeness review of the submittal. A determination of completeness means that the Construction Authorization or Improvement Permit and Construction Authorization includes all of the required components. If the local health department determines that the Construction Authorization or Improvement Permit and Construction Authorization is incomplete, the local health department shall notify the applicant of the components needed to complete the Construction Authorization or Improvement Permit and Construction Authorization. The applicant may submit additional information to the local health department to cure the deficiencies in the Construction Authorization or Improvement Permit and Construction Authorization. The local health department shall make a final determination as to whether the Construction Authorization or Improvement Permit and Construction Authorization is complete within five business days after the local health department receives the additional information from the applicant. If the local health department fails to act within any period set out in this subsection, the applicant may treat the failure to act as a determination of completeness. The applicant may apply for the building permit for the project upon the decision of completeness of the Construction Authorization or Improvement Permit and Construction Authorization by the local health department or if the local health department fails to act within five business days. The Authorized On-Site Wastewater Evaluator or licensed engineer submitting the evaluation pursuant to this subsection may request that the local health department revoke or suspend the Construction Authorization or Improvement Permit and Construction Authorization for cause. Upon written request of the Authorized On-Site Wastewater Evaluator or licensed engineer, the local health department shall suspend or revoke the Construction Authorization or Improvement Permit and Construction Authorization pursuant to G.S. 130A-23. The Department shall develop a common form for use as the Construction Authorization.

The review for completeness of this Construction Authorization was conducted in accordance with G.S. 130A-335(a5). This Construction Authorization is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing: _____

_____

Copies of this were sent to the AOWE/PE and the Applicant on _____
Date

State Authorized Agent: _____ Date: _____

☐ Complete

State Authorized Agent: _____ Date of Issuance: _____

This Construction Authorization is issued pursuant to G.S. 130A-335(a2) and (a5) using the signed and sealed plans or evaluations attached here. This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The Construction Authorization shall not be affected by a change in ownership of the site. This Construction Authorization is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit.

The Department, the Department's authorized agents, and the local health departments shall be discharged and released from any liabilities, duties, and responsibilities imposed by statute or in common law from any claim arising out of or attributed to plans, evaluations, preconstruction conference findings, submittals, or actions from a person licensed pursuant to Chapter 89C of the General Statutes as a licensed engineer or a person certified pursuant to Article 5 of Chapter 90A of the General Statutes as an Authorized On-Site Wastewater Evaluator in GS 130A-335(a2), (a5), and (a7). The Department, the Department's authorized agents, and the local health departments shall be responsible and bear liability for their actions and evaluations and other obligations under State law or rule, including the issuance of the operations permit pursuant to GS 130A-337.

Construction Authorization Expiration Date: _____

See attached site sketch

Permit #: _____

Re-submittal of Construction Authorization

LHD USE ONLY: This CA resubmittal received: _____ by _____
Date *Initials*

The following items are being resubmitted pursuant to G.S. 130A-335(a5) for issuance of the Construction Authorization:

_____

_____

_____

_____

I, _____hereby attest that the information required to be included with this re-submittal
Authorized Onsite Wastewater Evaluator (Print Name)
is accurate and complete to the best of my knowledge and that the proposed Construction Authorization meets all applicable federal, State, and local laws, regulations, rules, and ordinances.

_____ _____
Signature of Authorized On-Site Wastewater Evaluator *Date*

The section below is for Local Health Department use after submittal of items noted as missing above.

LHD Follow-up Completeness Review of Construction Authorization

The review for completeness of this Construction Authorization re-submittal was conducted in accordance with G.S. 130A-335(a5). This Construction Authorization is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing:

_____

_____

Copies of this were sent to the AOWE/PE and the Applicant on _____
Date

State Authorized Agent: _____ Date: _____

☐ Complete

State Authorized Agent: _____ Date: _____

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2023

SESSION LAW 2023-90
HOUSE BILL 628

AN ACT TO AMEND THE STATUTES GOVERNING ON-SITE WASTEWATER SYSTEMS, TO MAKE CERTAIN NC ON-SITE WASTEWATER CONTRACTORS AND INSPECTORS CERTIFICATION BOARD CHANGES, TO DIRECT THE BUILDING CODE COUNCIL TO CREATE AN ON-SITE WASTEWATER EXISTING SYSTEM AFFIDAVIT, TO MAKE CERTAIN WASTEWATER ELECTRICAL CHANGES, TO MAKE CERTAIN CHANGES TO PRIVATE DRINKING WATER WELL BUILDING INSPECTION AND INSTALLATION, TO PROHIBIT FORCED SEWER CONNECTIONS IN CERTAIN SITUATIONS, AND TO ESTABLISH A REGISTERED ENVIRONMENTAL HEALTH ASSOCIATE CERTIFICATION UNDER THE STATE BOARD OF ENVIRONMENTAL HEALTH SPECIALIST EXAMINERS.

The General Assembly of North Carolina enacts:

ON-SITE WASTEWATER CHANGES

SECTION 1. G.S. 130A-335 reads as rewritten:

"**§ 130A-335. Wastewater collection, treatment and disposal; rules.**

(a) A person owning or controlling a residence, place of business or a place of public assembly shall provide an approved wastewater system. Except as may be allowed under another provision of law, all wastewater from water-using fixtures and appliances connected to a water supply source shall discharge to the approved wastewater system. A wastewater system may include components for collection, treatment and disposal of wastewater.

(a1) Any proposed site for a residence, place of business, or a place of public assembly located in an area that is not served by an approved wastewater system for which a new wastewater system is proposed or repair is necessary for compliance may be evaluated for soil conditions and site features by a person licensed pursuant to Chapter 89F of the General Statutes as a licensed soil scientist. For purposes of this subsection, "site features" include topography and landscape position; soil characteristics (morphology); soil wetness; soil depth; restrictive horizons; available space; and other applicable factors that involve accepted public health principles. A person licensed pursuant to Chapter 89E of the General Statutes as a licensed geologist may evaluate the proposed site or repair area, as applicable, for geologic and hydrogeologic conditions.

(a2) Evaluations conducted by a licensed soil scientist or a licensed geologist pursuant to subsection (a1) of this section shall be used in developing design and construction features for a new proposed wastewater system or a proposed repair project for an existing wastewater system, including the addressing of any special hydrologic conditions that may be required under the applicable rules for an ~~improvement permit~~ Improvement Permit or a ~~construction authorization,~~ Construction Authorization, shall be approved by the applicable permitting authorities under G.S. 130A-336 provided both of the following conditions are met:

(1) ~~The evaluation of soil conditions, site features, or geologic and hydrogeologic conditions satisfies all requirements of this Article.~~ The evaluation shall not cover areas outside the scope of the applicable license.

(2) The licensed soil scientist or licensed geologist conducting the evaluation maintains an errors and omissions liability insurance policy issued by an insurer licensed under Chapter 58 of the General Statutes in an amount commensurate with the risk.

(a3) When an applicant for an ~~improvement permit~~ Improvement Permit submits to a local health department an ~~application~~ Improvement Permit application, the permit fee charged by the local health department, the common form developed by the Department, and a soil evaluation pursuant to subsection (a2) of this section, the local health department shall, within ~~10~~ five business days of receiving the ~~application, take one of the following actions:~~application, conduct a completeness review of the submittal. A determination of completeness means that the Improvement Permit includes all of the required components. If the local health department determines that the Improvement Permit is incomplete, the local health department shall notify the applicant of the components needed to complete the Improvement Permit. The applicant may submit additional information to the local health department to cure the deficiencies in the Improvement Permit. The local health department shall make a final determination as to whether the Improvement Permit is complete within five business days after the local health department receives the additional information from the applicant. If the local health department fails to act within any period set out in this subsection, the applicant may treat the failure to act as a determination of completeness. The Department shall develop a common form for use as the Improvement Permit.

~~(1) Issue the improvement permit.~~

~~(2) Deny the permit application and provide a signed, written report to the applicant citing the applicable rule(s) for permit denial.~~

~~(3) Notify the applicant that additional information is needed if the application is incomplete.~~

(a4) ~~If a local health department fails to act on an application for an improvement permit submitted pursuant to subsection (a3) of this section within 10 business days of receipt of a complete application, the local health department shall issue the improvement permit.~~The licensed soil scientist or licensed geologist submitting the evaluation pursuant to subsection (a2) of this section shall have the right to request that the local health department revoke or suspend the Improvement Permit for cause. Upon written request by the licensed soil scientist or licensed geologist, the local health department shall suspend or revoke the Improvement Permit pursuant to G.S. 130A-23.

(a5) When an applicant for a ~~construction authorization~~ Construction Authorization, or an Improvement Permit and Construction Authorization together, submits ~~an application along with~~ a Construction Authorization, or an Improvement Permit and Construction Authorization application together, the permit fee charged by the local health department, the common form developed by the Department, and any necessary signed and sealed plans or ~~evaluations, as required by the local health department,~~ evaluations conducted by a person licensed pursuant to Chapter 89C of the General Statutes as a licensed engineer or a person certified pursuant to Article 5 of Chapter 90A of the General Statutes as an Authorized On-Site Wastewater Evaluator, the local health department shall, within ~~10~~ five business days of receiving the application, ~~take one of the following actions:~~conduct a completeness review of the submittal. A determination of completeness means that the Construction Authorization or Improvement Permit and Construction Authorization includes all of the required components. If the local health department determines that the Construction Authorization or Improvement Permit and Construction Authorization is incomplete, the local health department shall notify the applicant of the components needed to complete the Construction Authorization or Improvement Permit and Construction Authorization. The applicant may submit additional information to the local health department to cure the deficiencies in the Construction Authorization or Improvement Permit and Construction Authorization. The local health department shall make a final

determination as to whether the Construction Authorization or Improvement Permit and Construction Authorization is complete within five business days after the local health department receives the additional information from the applicant. If the local health department fails to act within any period set out in this subsection, the applicant may treat the failure to act as a determination of completeness. The applicant may apply for the building permit for the project upon the decision of completeness of the Construction Authorization or Improvement Permit and Construction Authorization by the local health department or if the local health department fails to act within five business days. The Authorized On-Site Wastewater Evaluator or licensed engineer submitting the evaluation pursuant to this subsection may request that the local health department revoke or suspend the Construction Authorization or Improvement Permit and Construction Authorization for cause. Upon written request of the Authorized On-Site Wastewater Evaluator or licensed engineer, the local health department shall suspend or revoke the Construction Authorization or Improvement Permit and Construction Authorization pursuant to G.S. 130A-23. The Department shall develop a common form for use as the Construction Authorization.

~~(1) Approve the permit application.~~

~~(2) Deny the permit application and provide a signed, written report to the applicant citing the applicable rule(s) for permit denial.~~

~~(3) Notify the applicant that additional information is needed if the application is incomplete.~~

(a6) ~~If a local health department fails to act on an application for a construction authorization submitted pursuant to subsection (a5) of this section within 10 business days of receipt of a complete application, the local health department shall issue the construction authorization.~~The local health department may assess a fee for the Construction Authorization or the Improvement Permit/Construction Authorization combination permit of up to forty percent (40%) of the fee established for similar systems permitted by the local health department.

(a7) The wastewater system contractor shall notify the local health department, or professional engineer or Authorized On-Site Wastewater Evaluator, as applicable, prior to the start of construction of the proposed wastewater system by telephone or other electronic means. The local health department, professional engineer, or Authorized On-Site Wastewater Evaluator conducting the evaluation pursuant to subsection (a5) of this section shall retain the ability to delay construction until determination of site ~~conditions.~~ conditions, including soil wetness, grading or landscaping that damages the soil evaluation, soil compaction, or landscape position. The owner or certified on-site wastewater contractor shall notify the authorizing agent and is responsible for contacting the authorizing agent, as applicable, and the certified on-site wastewater contractor prior to the start of system construction of any known changes to the site that alter the site evaluation or conditions.

The ~~applicant or the~~ wastewater system contractor certified under rules established by the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board shall notify the local health department of completion of the wastewater system for the inspection and issuance of the operation permit pursuant to G.S. 130A-337 after determination of compliance with the construction authorization.

(a8) The Department, the Department's authorized agents, and the local health departments shall be discharged and released from any liabilities, duties, and responsibilities imposed by statute or in common law from any claim arising out of or attributed to evaluations, submittals, or actions from a licensed soil scientist or licensed geologist pursuant to subsection (a2) of this section. The Department, the Department's authorized agents, and the local health departments shall be discharged and released from any liabilities, duties, and responsibilities imposed by statute or in common law from any claim arising out of or attributed to plans, evaluations, preconstruction conference findings, submittals, or actions from a person licensed pursuant to Chapter 89C of the General Statutes as a licensed engineer or a person certified pursuant to

Article 5 of Chapter 90A of the General Statutes as an Authorized On-Site Wastewater Evaluator in subsections (a2), (a5), and (a7) of this section. The Department, the Department's authorized agents, and the local health departments shall be responsible and bear liability for their actions and evaluations and other obligations under State law or rule, including the issuance of the operations permit pursuant to G.S. 130A-337.

(a9) Proposed wastewater systems submitted to the local health department pursuant to this section shall not be required to meet the requirements of 15A NCAC 18A .1938(e) or 15A NCAC 18A .1938(f). Any proposals sent to the Department for review shall not be required to meet the time constraints set forth in this section.

(b) All wastewater systems shall either (i) be regulated by the Department under rules adopted by the ~~Commission or~~ Commission, (ii) conform with the engineered option permit criteria set forth in G.S. 130A-336.1 and under rules adopted by the ~~Commission~~ Commission, or (iii) conform with the Authorized On-Site Wastewater Evaluator permit criteria pursuant to G.S. 130A-336.2 and rules adopted by the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board except for the following wastewater systems that shall be regulated by the Department of Environmental Quality under rules adopted by the Environmental Management Commission:

(1) Wastewater collection, treatment, and disposal systems designed to discharge effluent to the land surface or surface waters.
(2) Wastewater systems designed for groundwater remediation, groundwater injection, or landfill leachate collection and disposal.
(3) Wastewater systems designed for the complete recycle or reuse of industrial process wastewater.
(4) Gray water systems as defined in G.S. 143-350.

…

(c2) Notwithstanding any other provision of law, a ~~municipality~~ unit of local government shall not prohibit or regulate by ordinance or enforce an existing ordinance regulating the use of off-site wastewater systems or other systems approved by the Department under rules adopted by the Commission when the proposed system meets the specific conditions of the approval.

…

(d1) The Department or owner of a wastewater system may file a written complaint with the North Carolina Board of Examiners for Engineers and Surveyors in accordance with rules and procedures adopted by the Board pursuant to Chapter 89C of the General Statutes citing failure of a professional engineer to adhere to the rules adopted by the Commission pursuant to this Article. The Department or owner of a wastewater system may file a written complaint with the North Carolina Board of Licensed Soil Scientists in accordance with rules and procedures adopted by the Board pursuant to Chapter 89F of the General Statutes citing failure of a licensed soil scientist to adhere to the rules adopted by the Commission pursuant to this Article. The Department or owner of a wastewater system may file a written complaint with the North Carolina Board for Licensing of Geologists in accordance with rules and procedures adopted by the Board pursuant to Chapter 89E of the General Statutes citing failure of a licensed geologist to adhere to the rules adopted by the Commission pursuant to this Article. The Department or owner of a wastewater system may file a written complaint with the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board in accordance with rules and procedures adopted by the Board pursuant to Article 5 of Chapter 90A of the General Statutes citing failure of a contractor to adhere to the rules adopted by the Commission pursuant to this ~~Article.~~Article or for failure of an Authorized On-Site Wastewater Evaluator to adhere to rules adopted by the Commission or the Board pursuant to this Article.

…

(f) The rules of the Commission and the rules of the local board of health shall classify systems of wastewater collection, treatment and disposal according to size, type of treatment and

any other appropriate factors. The rules shall provide construction requirements, including pretreatment and system control requirements, standards for operation, maintenance, monitoring, reporting, and ownership requirements for each classification of systems of wastewater collection, treatment and disposal in order to prevent, as far as reasonably possible, any contamination of the land, groundwater and surface waters. The Department and local health departments may impose conditions on the issuance of permits and may revoke the permits for failure of the system to satisfy the conditions, the rules, or this Article. Permits other than improvement permits shall be valid for a period prescribed by rule. Improvement permits shall be valid upon a showing satisfactory to the Department or the local health department that the site and soil conditions are unaltered, that the facility, design wastewater flow, and wastewater characteristics are not increased, and that a wastewater system can be installed that meets the permitting requirements in effect on the date the ~~improvement permit~~ Improvement Permit was issued. Improvement permits for which a plat is provided shall be valid without expiration. Improvement permits for which a site plan is provided shall be valid for five years. The period of time for which the permit is valid and a statement that the permit is subject to revocation if the site plan or plat, whichever is applicable, or the intended use changes shall be displayed prominently on both the application form for the permit and the permit.

(f1) A preconstruction conference with the owner or developer, or an agent of the owner or developer, and a representative of the local health department shall be required for any ~~construction authorization~~ Construction Authorization issued with an ~~improvement permit~~ Improvement Permit under G.S. 130A-336 when the authorization is greater than five years old. Following the conference, the local health department shall advise the owner or developer of any rule changes for wastewater system construction incorporating current technology that can reasonably be expected to improve the performance of the system. The local health department shall issue a revised ~~construction authorization~~ Construction Authorization incorporating the rule changes upon the written request of the owner or developer.

…

(g) Prior to denial of an ~~improvement permit,~~ Improvement Permit, the local health department shall advise the applicant of possible site modifications or alternative systems, and shall provide a brief description of those systems. When an ~~improvement permit~~ Improvement Permit is denied, the local health department shall issue the site evaluation in writing stating the reasons for the unsuitable classification. The evaluation shall also inform the applicant of the right to an informal review by the Department, the right to appeal under G.S. 130A-24, and to have the appeal held in the county in which the site for which the ~~improvement permit~~ Improvement Permit was requested is located.

…."

SECTION 2. G.S. 130A-335.1 reads as rewritten:

"**§ 130A-335.1. Effluent filters and access devices for certain septic tank systems.**

…

(b) The access device required by G.S. 130A-335(f) shall provide access to each compartment of a septic tank for inspection and maintenance either by means of an opening in the top of the septic tank or by a riser assembly and shall include an appropriate cover. The access device shall:

(1) Be of sufficient size to facilitate inspection and service.

(2) Be designed and constructed to equal or exceed the minimum loading specifications applicable to the septic tank.

(3) Prevent water entry.

(4) Come to within six inches of the finished grade.

~~(5) Be visibly marked so that the access device can be readily located.~~"

SECTION 3. G.S. 130A-336.1 reads as rewritten:

"**§ 130A-336.1. Alternative process for wastewater system approvals.**

(a) Engineered Option Permit Authorized. – A professional engineer licensed under Chapter 89C of the General Statutes may, at the direction of the owner of a proposed wastewater system who wishes to utilize the engineered option permit, prepare signed and sealed drawings, specifications, plans, and reports for the design, construction, operation, and maintenance of the wastewater system in accordance with this section and rules adopted thereunder.

(b) Notice of Intent to Construct. – Prior to commencing or assisting in the construction, siting, repair, or relocation of a wastewater system, the owner of a proposed wastewater system who wishes to utilize the engineered option permit, or a professional engineer authorized as the legal representative of the owner, shall submit to the local health department with jurisdiction over the location of the proposed wastewater system a ~~notice of intent to construct~~ Notice of Intent to Construct a wastewater system utilizing the ~~engineered permit option.~~ Engineered Option Permit along with the fee required pursuant to subsection (n) of this section. The owner may apply for a building permit for the project upon submitting a complete Notice of Intent to Construct to the local health department. The owner shall notify the local health department upon completing installation of the wastewater system, adherence to the submitted Notice of Intent to Construct, and the submittal of the Authorization to Operate to the local health department. The Department shall develop a common form for use as the ~~notice of intent to construct~~ Notice of Intent to Construct that includes all of the following:

(1) The owner's name, address, e-mail address, and telephone number.
(2) The professional engineer's name, license number, address, e-mail address, and telephone number.
(3) For the professional engineer, the licensed soil scientist, the licensed geologist, and any on-site wastewater contractors, proof of errors and omissions insurance coverage or other appropriate liability insurance.
(4) A description of the facility the proposed site is to serve and any factors that would affect the wastewater load.
(5) The type of proposed wastewater system and its location.
(6) The design wastewater flow and characteristics.
(7) Any proposed landscape, site, drainage, or soil modifications.
(8) A soil evaluation that is conducted and signed and sealed by a either a licensed soil scientist or licensed geologist.
(9) A plat, as defined in G.S. 130A-334(7a), or a site plan, as defined in G.S. 130A-334(13a).

~~(c) Completeness Review for Notice of Intent to Construct. The local health department shall determine whether a notice of intent to construct, as required pursuant subsection (b) of this section, is complete within 15 business days after the local health department receives the notice of intent to construct. A determination of completeness means that the notice of intent to construct includes all of the required components. If the local health department determines that the notice of intent to construct is incomplete, the department shall notify the owner or the professional engineer of the components needed to complete the notice. The owner or professional engineer may submit additional information to the department to cure the deficiencies in the notice. The local health department shall make a final determination as to whether the notice of intent to construct is complete within 10 business days after the department receives the additional information from the owner or professional engineer. If the department fails to act within any time period set out in this subsection, the owner or professional engineer may treat the failure to act as a determination of completeness.~~

(d) Submission of Notice of Intent to Construct to Department for Certain Systems. – Prior to commencing in the construction, siting, repair, or relocation of a wastewater system designed (i) for the collection, treatment, and disposal of industrial process wastewater or (ii) to treat greater than 3,000 gallons per day, the owner of a proposed wastewater system who wishes to utilize the ~~engineered option permit,~~ Engineered Option Permit, or a professional engineer

authorized as the legal representative of the owner, shall provide to the Department a duplicate copy of the ~~notice of intent to construct~~ Notice of Intent to Construct submitted to the local health department required pursuant to subsection (b) of this section.

(e) Site Design, Construction, and Activities. –

(1) The professional engineer designing the proposed wastewater system shall use recognized principles and practices of engineering and applicable rules of the Commission in the calculations and design of the wastewater system. The investigations and findings of the professional engineer shall include, at a minimum, the information required in rules adopted by the Commission pursuant to G.S. 130A-335(e). The professional engineer may, at the engineer's discretion, employ pretreatment technologies not yet approved in this State.

(2) Notwithstanding G.S. 130A-335(a1), the owner of the proposed wastewater system shall employ a person licensed pursuant to Chapter 89F of the General Statutes as a licensed soil scientist to conduct soil and site evaluations and, as applicable, a person licensed pursuant to Chapter 89E of the General Statutes as a licensed geologist to evaluate geologic and hydrogeologic conditions.

(3) The professional engineer designing the proposed wastewater system:

a. Shall be responsible for the engineer's scope of work, including all aspects of the design and any drawings, specifications, plans, or reports that are signed and sealed by the professional engineer.

b. Shall prepare a signed and sealed statement of special inspections that includes the following items:

1. The materials, systems, components, and work subject to special inspection or testing.

2. The type and extent of each special inspection and each test.

3. The frequency of each type of special inspection. For purposes of this sub-sub-subdivision, frequency of special inspections shall be required on either a continuous or periodic basis. Continuous special inspections mean the full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is performed. Periodic special inspections mean the part-time or intermittent observation of work requiring a special inspection by an approved special inspector who is present in the area where the work is or has been performed and at the completion of the work.

c. May assist the owner of the proposed wastewater system with the selection of an on-site wastewater system contractor certified pursuant to Article 5 of Chapter 90A of the General Statutes.

(4) An on-site wastewater system contractor, licensed pursuant to Article 5 of Chapter 90A of the General Statutes, who is employed by the owner of the wastewater system, shall:

a. Be responsible for all aspects of the construction and installation of the wastewater system or components of the wastewater system, including adherence to the design, specifications, and any special inspections that are prepared, signed, and sealed by the professional engineer in accordance with all the applicable provisions of this section.

b. Submit a signed and dated statement of responsibility to the owner of the wastewater system, prior to the commencement of work, that

contains acknowledgement and awareness of the requirements in the professional engineer's statement of special inspections.

~~(5) Where the professional engineer's designs, plans, and specifications call for the installation of a conventional wastewater system, such designs, plans, and specifications shall allow for the installation of an accepted system in lieu of a conventional system in accordance with the accepted system approval.~~

(6) In addition to the requirements of this section, the owner, the professional engineer designing the proposed wastewater system, and any on-site wastewater system contractors employed to construct or install the wastewater system shall comply with applicable federal, State, and local laws, regulations, rules, and ordinances.

(f) No Public Liability. – The Department, the Department's authorized agents, or local health departments shall have no liability for wastewater systems designed, constructed, and installed pursuant to ~~a engineered option permit.~~an Engineered Option Permit.

(g) Inspections, Construction Observations, and Reports. –

~~(1) Site visits. – The local health department may, at any time, conduct a site visit of the wastewater system.~~

(2) Construction observations. – The professional engineer who designed the wastewater system shall make periodic visits to the site, at intervals appropriate to the stage of construction, to observe the progress and quality of the construction and to determine, generally, if the construction is proceeding in accordance with the engineer's plans and specifications.

(3) Special inspections. – The owner of the proposed wastewater system shall employ one or more approved special inspectors to conduct special inspections during the construction of the wastewater system. The professional engineer who designed the wastewater system, or the engineer's personnel, may function as an approved agency to conduct special inspections required by this subdivision. The professional engineer's personnel shall only operate as an approved agency for special inspections if the personnel can demonstrate competence and relevant experience or training. For purposes of this subdivision, experience or training shall be considered relevant when the documented experience or training is related in complexity to the same type of special inspection activities for projects of similar complexity and material qualities.

(4) Inspection reports. – Approved special inspectors shall maintain and furnish all inspection records to the professional engineer who designed the wastewater system. The records shall indicate whether the work inspected was completed in conformance with the engineer's design and specifications. Any discrepancies identified between the completed work and the engineer's design shall be brought to the immediate attention of the on-site wastewater system contractor for correction. If discrepancies are not corrected, they shall be brought to the attention of the professional engineer who designed the wastewater system prior to completion of work. A final inspection report documenting the required special inspections and the correction of any identified discrepancies shall be provided to the professional engineer and the owner of the wastewater system for review at the post-construction conference required pursuant to subsection (j) of this section.

(h) Local Authority. – This section shall not relieve the owner or operator of a wastewater system from complying with any and all modifications or additions to rules adopted by a local health department to protect public health pursuant to G.S. 130A-335(c) that are required at the time the owner or operator submits the ~~notice of intent to construct~~ Notice of Intent to Construct

pursuant to G.S. 130A-336.1(b). The local health department shall notify the owner or operator of the wastewater system of any issues of compliance related to such modifications or additions.

…

(j) Post-Construction Conference. – The professional engineer designing the wastewater system shall hold a post-construction conference with the owner of the wastewater system; the licensed soil scientist or licensed geologist who performed the soils evaluation for the wastewater system; the on-site wastewater system contractor, certified pursuant to Article 5 of Chapter 90A of the General Statutes, who installed the wastewater system; and the certified operator of the wastewater system, if ~~any; and representatives from the local health department and, as applicable, the Department.~~ any. The post-construction conference shall include start-up of the wastewater system and any required verification of system design or system components. The post-construction conference required by this subsection may be waived for Type I, II, and III wastewater systems, as listed in 15A NCAC 18A.1961 Table V(a), upon written request by the professional engineer and written approval by the owner of the wastewater system.

(k) Required Documentation. –

(1) At the completion of the post-construction conference conducted pursuant to subsection (j) of this section, the professional engineer who designed the wastewater system shall deliver to the owner signed, sealed, and dated copies of the engineer's report, which, for purposes of this subsection, shall include the following:

a. The evaluation of soil conditions and site features as prepared by either the licensed soil scientist or licensed geologist.

b. The drawings, specifications, plans, and reports of the wastewater system, including the statement of special inspections required pursuant to G.S. 130A-336.1(e)(3); the on-site wastewater system contractor's signed statement of responsibility required pursuant to G.S. 130A-336.1(e)(4); records of all special inspections; and the final inspection report documenting the correction of any identified discrepancies required pursuant to subsection (g) of this section.

c. The operator's management program manual that includes a copy of the contract with the certified water pollution control system operator required pursuant to subsection (i) of this section.

d. Any reports and findings related to the design and installation of the wastewater system.

e. A copy of the authorization to operate that can be used for the certificate of occupancy for the facility.

(2) Upon reviewing the professional engineer's report, the owner of the wastewater system shall sign ~~and notarize the report as having been received.~~the report confirming acceptance and receipt of the report.

(*l*) Reporting Requirements. –

(1) The owner of the wastewater system shall submit the following to the local health department:

a. A copy of the professional engineer's report required pursuant to G.S. 130A-336.1(k)(1).

b. A copy of the operations and management program.

~~c. The fee required pursuant to subsection (n) of this section.~~

d. A ~~notarized~~ letter that documents the owner's acceptance of the system from the professional engineer.

e. A copy of the Authorization to Operate.

(2) The owner of any wastewater system that is subject to subsection (d) of this section shall deliver to the Department copies of the engineer's report, as described G.S. 130A-336.1(k)(1).

~~(m) Authorization to Operate. – Within 15 business days of receipt of the documents and fees required pursuant to G.S. 130A-336.1(*l*)(1), the local health department shall issue the owner a letter of confirmation that states the documents and information contained therein have been received and that the wastewater system may operate in accordance with rules adopted by the Commission.~~

(n) Fees. – The local health department may assess ~~a~~ an administrative fee ~~for the engineered option permit of up to thirty percent (30%) of the cumulative total of the fees the department has established to obtain an improvement permit, an authorization to construct, and an operations permit for wastewater systems under its jurisdiction. The fee shall only be used by the department in support of its work pursuant to this section to conduct site inspections; support the department's staff participation at post-construction conference meetings; and archive the engineered permit with the county register of deeds or other recordation of the wastewater system as required.~~of no more than thirty-five dollars ($35.00) for filing costs.

(o) Change in System Ownership. – A wastewater system authorized pursuant to this section shall ~~not be affected by change in ownership of the site for the wastewater system, provided both the site for the wastewater system and the facility the system serves are unchanged and remain under the ownership or control of the person owning the facility.~~be transferrable to a new owner with the consent of the professional engineer. The new owner and the professional engineer shall enter a contract for the wastewater system.

(o1) Revocation. – A Notice of Intent to Construct or an Authorization to Operate issued by an engineer under this section may be revoked by the engineer that issued the Notice of Intent to Construct or the Authorization to Operate. The professional engineer shall send written notification of the revocation to the owner, the licensed soil scientist, the licensed geologist, if any, the certified contractor, the local health department, and the certified water pollution control system operator, if any. The professional engineer shall cite the specific reason for the revocation in the written notification.

(o2) Repair of Malfunctioning Systems. – The owner may apply for an Improvement Permit and a Construction Authorization from the local health department or obtain a Notice of Intent to Construct to repair a malfunctioning wastewater system initially established under this section.

(p) Remedies. – Notwithstanding any other provision of this section or any other provision of law, owners; operators; professional engineers who utilize the engineered option permit, who prepare drawings, specifications, plans, and reports; licensed soil scientists; licensed geologists; and on-site wastewater system contractors employed for the construction or installation of the wastewater system shall be subject to the provisions and remedies provided to the Department and local health departments pursuant to Article 1 of this Chapter.

(q) Rule Making. – The Commission shall adopt rules to implement the provisions of this section.

~~(r) Reports. – The Department shall report to the Environmental Review Commission and the Joint Legislative Oversight Committee on Health and Human Services on or before January 1, 2017, and annually thereafter, on the implementation and effectiveness of this section. For the report due on or before January 1, 2017, the Department shall specifically study (i) whether the engineered option permit resulted in a reduction in the length of time improvement permits or authorizations to construct are pending; (ii) whether the engineered option permit resulted in increased system failures or other adverse impacts; (iii) if the engineered option permit resulted in new or increased environmental or public health impacts; (iv) an amount of errors and omissions insurance or other liability sufficient for covering professional engineers, licensed soil scientists, licensed geologists, and contractors who employ the engineered option permit; and (v)~~

~~the fees charged by local health departments to administer the engineered option permit pursuant to subsection (n) of this section. The Department may include recommendations, including any legislative proposals, in its reports to the Commission and Committee.~~"

SECTION 4. G.S. 130A-336.2 reads as rewritten:

"**§ 130A-336.2. Alternative wastewater system approvals for nonengineered systems.**

(a) Authorized On-Site Wastewater Evaluator. – An individual licensed as a soil scientist pursuant to Chapter 89F of the General Statutes and further certified under conditions developed and administered by the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board may, at the direction of the owner of a proposed wastewater system, prepare signed and sealed soil and site evaluations, specifications, plans, and reports for the site layout, construction, operation, and maintenance of a wastewater system in accordance with this section and rules adopted pursuant to this section. An Authorized On-Site Wastewater Evaluator shall not perform any of the functions performed by a professional engineer for engineered wastewater systems described in G.S. 130A-336.1.

(b) Notice of Intent to Construct. – Prior to commencing or assisting in the construction, siting, relocation, or repair of a wastewater system, the owner of a proposed wastewater system who wishes to use an Authorized On-Site Wastewater Evaluator shall submit a ~~notice of intent to construct~~ complete Notice of Intent to Construct a wastewater system using an Authorized On-Site Wastewater Evaluator to the local health department with jurisdiction over the location of the proposed wastewater system. The owner may apply for a building permit for the project upon submitting a complete Notice of Intent to Construct and the fee required pursuant to subsection (n) of this section to the local health department. The ~~Department of Health and Human Services~~ North Carolina On-Site Wastewater Contractors and Inspectors Certification Board shall develop a common form for use as a ~~notice of intent to construct that includes all of the following:~~Notice of Intent to Construct.

~~(1)~~ ~~The owner's name, e-mail address, mailing address, and phone number.~~

~~(2)~~ ~~The Authorized On-Site Wastewater Evaluator's name, certification number, mailing address, e-mail address, and telephone number.~~

~~(3)~~ ~~The physical location of proposed site.~~

~~(4)~~ ~~Proof of errors and omissions, liability, or other insurance adequate for the proposed wastewater system.~~

~~(5)~~ ~~A description of the facility the proposed site is to serve and any factors that would affect the wastewater load.~~

~~(6)~~ ~~The type of wastewater system proposed.~~

~~(7)~~ ~~The estimated wastewater flow and wastewater characteristics.~~

~~(8)~~ ~~Any proposed landscape, site, drainage, or soil modifications.~~

~~(9)~~ ~~An evaluation of soil conditions and site features that is conducted and signed and sealed by a licensed soil scientist or for geologic or hydrogeologic conditions by a licensed geologist.~~

~~(10)~~ ~~A plat, as defined in G.S. 130A-334(7a), or a site plan, as defined in G.S. 130A-334(13a).~~

~~(c) Completeness Review for Notice of Intent to Construct. The local health department shall determine whether the notice of intent to construct required pursuant to subsection (b) of this section is complete within five business days after receiving the notice of intent to construct. A determination of completeness means that the notice of intent to construct includes all of the required components. If the local health department determines that the notice of intent to construct is incomplete, the local health department shall notify the owner and list the information needed to complete the notice. The owner may then submit additional information to the local health department to cure the deficiencies in the initial notice. The local health department shall make a final determination as to whether the notice of intent to construct is complete within five business days after the department receives the additional information. If the local health~~

~~department fails to act within any time period set out in this subsection, the owner may treat the failure to act as a determination of completeness. The owner shall be able to apply for the building permit for the project upon the decision of completeness of the notice of intent by the local health department or if the local health department fails to act within the five business day time period.~~

(d) Soil and Site Evaluation, Construction, and Activities. –

(1) The Authorized On-Site Wastewater Evaluator shall use standards incorporated in recognized soil and siting practices in North Carolina. The evaluation and findings shall include, at a minimum, the information required in rules adopted by the Commission pursuant to G.S. 130A-335(e). An Authorized On-Site Wastewater Evaluator shall not form a direct business relationship with any technology that may result in a conflict of interest.

(2) The Authorized On-Site Wastewater Evaluator shall prepare a signed and sealed statement of special inspections that includes the following items:

a. The materials, systems, components, and work subject to special inspections and testing.

b. The type, frequency, and extent of each special inspection and each test. For the purposes of this subdivision, "special inspection" means any continuous or intermittent inspection or visitation performed by the Authorized On-Site Wastewater Evaluator at the construction site on behalf of the owner.

(3) The Authorized On-Site Wastewater Evaluator shall assist the owner in the selection of an on-site wastewater system contractor who shall be under contractual obligation to the owner of the system and have sufficient errors and omissions, liability, or other insurance for the system constructed.

(4) The Authorized On-Site Wastewater Evaluator may assist in the construction, siting, relocation, or repair of any wastewater system described in G.S. 130A-343.

~~(5) Where the Authorized On-Site Wastewater Evaluator's designs, plans, and specifications call for the installation of a conventional wastewater system, those designs, plans, and specifications shall allow for the installation of an Accepted system in lieu of a conventional system in accordance with the Accepted system approval.~~

…

(g) Inspections, Construction Observations, and Reports. –

~~(1) A local health department may, at any time, conduct a site visit of the wastewater system.~~

(2) An Authorized On-Site Wastewater Evaluator shall make periodic visits to the site to observe the progress and quality of the construction.

(3) An Authorized On-Site Wastewater Evaluator may employ independent inspectors to observe and direct the construction of the wastewater system. Authorized On-Site Wastewater Evaluators shall be liable for any errors or omissions made by independent inspectors they employ or contract with.

(4) All construction and inspection reports shall be signed by the authorized inspector or Authorized On-Site Wastewater Evaluator. Copies shall be furnished to the owner and the certified contractor and shall be included in the submittal package to the local health department.

(h) Local Authority. – Nothing in this section shall relieve the owner of the wastewater system from complying with all rules adopted by a local health department pursuant to G.S. 130A-335(c) that are in effect at the time the owner submits the ~~notice of intent to construct~~ Notice of Intent to Construct described in subsection (b) of this section. The local health

department shall notify the owner of the wastewater system of any issues of compliance related to such modifications or additions.

(i) Operation and Management. –

(1) An Authorized On-Site Wastewater Evaluator shall establish a written operation and management program based on the rules established for similar wastewater systems and shall provide this information to the owner of the system.

(2) If necessary to comply with rules adopted by the ~~Commission,~~ North Carolina On-Site Wastewater Contractors and Inspectors Certification Board, the owner shall enter into a contract with a water pollution control system operator certified pursuant to Part 1 of Article 3 of Chapter 90A of the General Statutes.

(3) The owner shall be responsible for the continued adherence to the operations and management program established by the Authorized On-Site Wastewater Evaluator pursuant to subdivision (1) of this subsection.

(j) Post-Construction Conference. – The Authorized On-Site Wastewater Evaluator shall hold a post-construction conference with the owner, the certified contractor, and the certified water pollution control system operator, if any. The post-construction conference shall include start-up and any required verification of system components.

(k) Required Documents. – At the post-construction conference, the Authorized On-Site Wastewater Evaluator shall provide the owner with the following documents:

(1) A signed and sealed copy of reports on soil conditions and site features, layouts, drawings, specifications, justification on any proposed design daily flow reductions, and any special inspection reports or corrections made during the construction of the system.

(2) The owner's operation and management program established for the specific wastewater system under subdivision (1) of subsection (i) of this section.

(3) Any reports and findings related to the evaluation, siting, and construction of the wastewater system.

(4) The Authorization to Operate to be used for the certificate of occupancy for the facility.

(*l*) After reviewing the Authorized On-Site Wastewater Evaluator's report, the owner shall sign ~~and notarize a document~~ confirming acceptance and receipt of the report. The owner shall then submit the following to the local health department:

(1) A copy of the Authorized On-Site Wastewater Evaluator's ~~report.~~report, including the Authorization to Operate.

(2) A copy of the operations and management program established for the system by the Authorized On-Site Wastewater Evaluator.

(3) The fee established pursuant to subsection (n) of this section.

(4) ~~A notarized letter that documents the owner's acceptance of the system.~~A copy of the document confirming acceptance and receipt of the report by the owner.

~~(m) Authorization to Operate. – Within five business days of receipt of the required documents and fees described in subsection (*l*) of this section, the local health department shall issue the owner an authorization to operate confirming all the requirements of this section have been met and all rules adopted by the Commission pertaining to nonengineered on-site wastewater systems have been complied with.~~

(n) Fees. – The local health department may assess ~~a~~ an administrative fee ~~for the system developed by the Authorized On-Site Wastewater Evaluator of up to thirty percent (30%) of the cumulative total of the fees established for similar systems permitted by the local health department. The fee shall only be used by the local health department in support of its work pursuant to duties established by this section.~~of no more than thirty-five dollars ($35.00) for filing costs.

(o) Change in System Ownership. – A wastewater system authorized pursuant to this section shall ~~not be affected by change of ownership of the site for the wastewater system, provided both the site for the wastewater system and the type of facility the system serves are unchanged.~~be transferrable to a new owner with the consent of the Authorized On-Site Wastewater Evaluator. The new owner and the Authorized On-Site Wastewater Evaluator shall enter a contract for the wastewater system.

(o1) Revocation. – A Notice of Intent to Construct or an Authorization to Operate issued by an Authorized On-Site Wastewater Evaluator under this section may be revoked by the Authorized On-Site Wastewater Evaluator that issued the Notice of Intent to Construct or the Authorization to Operate. The Authorized On-Site Wastewater Evaluator shall send written notification of the revocation to the owner, the licensed soil scientist, if applicable, the licensed geologist, if any, the certified contractor, the local health department, and the certified water pollution control system operator, if any. The Authorized On-Site Wastewater Evaluator shall cite the specific reason for the revocation in the written notification.

(o2) Repair of Malfunctioning Systems. – The owner may apply for an Improvement Permit and a Construction Authorization from the local health department or obtain a Notice of Intent to Construct to repair a malfunctioning wastewater system initially established under this section.

(p) Remedies. – Notwithstanding any other provision of law to the contrary, Authorized On-Site Wastewater Evaluators, certified contractors described in subsection (e) of this section, and certified water pollution control systems operators described in subdivision (2) of subsection (i) of this section shall be subject only to the disciplinary authority of their individual certifying boards.

(q) Rule Making. –

(1) The ~~Commission~~ North Carolina On-Site Wastewater Contractors and Inspectors Certification Board shall have the power to adopt rules to implement the provisions of this section.

(2) Notwithstanding any provision of law to the contrary, the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board shall have the exclusive authority to promulgate rules regarding certification of Authorized On-Site Wastewater Evaluators where review and seal of a professional engineer is not necessary pursuant to this section.

(3) The rules adopted by the Board for wastewater systems approved under the alternative wastewater system approvals for nonengineered system criteria pursuant to G.S. 130A-336.2 shall be, at a minimum, as stringent as the rules for wastewater systems established by the Commission.

~~(r) Reports. The Department shall report to the Environmental Review Commission and the Joint Legislative Oversight Committee on Health and Human Services by January 1, 2020, and annually thereafter, on the program established under this section. The Department shall specifically include the efficiency and effectiveness of the program developed under this section and whether the program aided in reducing the length of time in issuing permits. The Department shall obtain activity reports from the local health departments showing the wastewater systems developed under this section. The annual report shall include any suggestions for the improvement of this section, including adequate and appropriate insurance coverage, operator reporting requirements, or fee allowance.~~"

SECTION 5. G.S. 130A-337 reads as rewritten:

"**§ 130A-337. Inspection; operation permit required.**

(a) No system of wastewater collection, treatment and disposal shall be covered or placed into use by any person until an inspection by the local health department has determined that the system has been installed or repaired in accordance with any conditions of the ~~improvement permit,~~ Improvement Permit, the rules, and this Article.

(a1) Notwithstanding subsection (a) of this section, an applicant may contract with an Authorized On-Site Wastewater Evaluator certified pursuant to Article 5 of Chapter 90A of the General Statutes to conduct any required verifications or inspections. The evaluator shall provide the applicant with written verification that all conditions of the Improvement Permit and Construction Authorization have been met, including an as-built drawing meeting the standards and scale of the local health department issuing the Construction Authorization as certified by the evaluator. The applicant may cover the system and place it into operation upon receipt of the evaluator's written verification and shall submit the verification to the local health department within two business days of receipt of the verification. The Department, the Department's authorized agents, and the local health department shall be discharged and released from any liabilities, duties, and responsibilities imposed by statute or common law from any claim arising out of or attributed to the on-site wastewater system installation.

(b) Upon determining that the system is properly installed or repaired and that the system is capable of being operated in accordance with the conditions of the ~~improvement permit,~~ Improvement Permit, the rules, this Article and any conditions to be imposed in the operation permit, as applicable, the local health department shall issue an operation permit authorizing the residence, place of business or place of public assembly to be occupied and for the system to be placed into use or reuse.

(c) Upon determination that an existing wastewater system has a valid operation permit and is operating properly in a manufactured home park, the local health department shall issue authorization in writing for a manufactured home to be connected to the existing system and to be occupied. Notwithstanding G.S. 130A-336, an ~~improvement permit~~ Improvement Permit is not required for the connection of a manufactured home to an existing system with a valid operation permit in a manufactured home park.

(d) No person shall occupy a residence, place of business or place of public assembly, or place a wastewater system into use or reuse for a residence, place of business or place of public assembly until an operation permit has been issued or authorization has been obtained pursuant to G.S. 130A-337(c)."

SECTION 6.(a) G.S. 130A-343 reads as rewritten:

"**§ 130A-343. Approval of on-site subsurface wastewater systems.**

…

(h) Accepted Wastewater Dispersal Systems. – A manufacturer of an Innovative wastewater dispersal system or other approved trench dispersal system specifically identified in a rule adopted by the Commission that has been in general use in this State for a minimum of five years may petition the Commission to have the system designated as an Accepted wastewater system as provided in this subsection. The manufacturer shall provide the Commission with the data and findings of all prior evaluations of the performance of the system in this State and other states referenced in the petition, including disclosure of any conditions found to result in unacceptable structural integrity, treatment, or hydraulic performance. In addition, the manufacturer shall provide the Commission with information sufficient to enable the Commission to fully evaluate the performance of the system in this State for at least the five-year period immediately preceding the petition. The Commission shall designate a wastewater dispersal system as an Accepted wastewater system only if it finds that there is clear, convincing, and cogent evidence based on actual field surveys and county activity reports (i) to confirm the findings made by the Department at the time the Department approved the system as a wastewater dispersal system and (ii) that the system performs in a manner that is equal or superior to a conventional or Accepted wastewater system under actual field conditions in this State. The Commission shall specify the circumstances in which use of the system is appropriate and any conditions and limitations related to the use of the system. If the Commission designates a wastewater dispersal system as an Accepted wastewater system pursuant to this section, the following shall apply:

(1) The approval shall be limited to the manufacturer who submitted the petition and received the Accepted status from the Commission.

(2) Neither the Commission, the Department, or any local health department shall condition, delay, or deny the substitution of any Accepted wastewater system based on location of nitrification lines when all parts of the dispersal field can be installed within the approved initial dispersal field area while complying with all Commission rules.

(i) Nonproprietary Wastewater Systems. – The Department may initiate a review of a nonproprietary wastewater system and approve the system for use as a provisional wastewater system or an innovative wastewater system without having received an application from a manufacturer. ~~The Department may recommend that the Commission designate a nonproprietary wastewater system as an accepted wastewater system without having received a petition from a manufacturer.~~

(j) Repealed by Session Laws 2015-286, s. 4.15(a), effective October 22, 2015.

(j1) Clarification With Respect to Certain Dispersal Media. – In considering the application by a manufacturer of a wastewater system utilizing expanded polystyrene synthetic aggregate particles as a septic effluent dispersal medium for approval of the system under this section, neither the Commission nor the Department may condition, delay, or deny the approval based on the particle or bulk density of the expanded polystyrene material. With respect to approvals already issued by the Department or Commission that include conditions or requirements related to the particle or bulk density of expanded polystyrene material, the Commission or Department, as applicable, shall promptly reissue all such approvals with the conditions and requirements relating to the density of expanded polystyrene material permanently deleted while leaving all other terms and conditions of the approval intact.

…."

SECTION 6.(b) This section is effective when it becomes law and applies retroactively to any wastewater system approvals issued by the Commission for Public Health or the Department of Health and Human Services.

NC ON-SITE WASTEWATER CONTRACTORS AND INSPECTORS CERTIFICATION BOARD CHANGES

SECTION 7.(a) G.S. 90A-73 reads as rewritten:

"**§ 90A-73. Creation and membership of the Board.**

(a) Creation and Appointments. – There is created the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board. The Board shall consist of nine members appointed to three-year terms as follows:

(1) One member appointed by the Governor who, at the time of appointment, is engaged in the construction, installation, repair, or inspection of on-site wastewater systems, to a term that expires on 1 July of years that precede by one year those years that are evenly divisible by three.

(2) One member appointed by the Governor who, at the time of appointment, is a certified water pollution control system operator pursuant to Article 3 of this Chapter, to a term that expires on 1 July of years evenly divisible by three.

(3) One member appointed by the Governor who is a registered professional engineer licensed under Chapter 89C of the General Statutes and whose work experience includes the design of on-site wastewater systems to a term that expires on 1 July of years that follow by one year those years that are evenly divisible by three.

(4) One member appointed by the General Assembly upon recommendation of the President Pro Tempore of the Senate who, at the time of appointment, is engaged in the construction, installation, repair, or inspection of on-site

wastewater systems, to a term that expires on 1 July of years that follow by one year those years that are evenly divisible by three.

(5) One member appointed by the General Assembly upon recommendation of the President Pro Tempore of the Senate who, at the time of appointment, is engaged in the business of inspecting on-site wastewater systems, to a term that expires on 1 July of years that precede by one year those years that are evenly divisible by three.

(6) One member appointed by the General Assembly upon recommendation of the President Pro Tempore of the Senate upon the recommendation of the North Carolina Home Builders Association, to a term that expires on 1 July of years evenly divisible by three.

(7) One member appointed by the General Assembly upon recommendation of the Speaker of the House of Representatives who, at the time of appointment, is engaged in the construction, installation, repair, or inspection of on-site wastewater systems, to a term that expires on 1 July of years evenly divisible by three.

(8) One member appointed by the General Assembly upon recommendation of the Speaker of the House of Representatives who, at the time of appointment, is (i) ~~employed as an~~ a registered environmental health specialist, and (ii) engaged primarily in the inspection ~~and permitting~~ of on-site wastewater ~~systems,~~ systems pursuant to Article 5 of this Chapter, and the operation of on-site wastewater systems, to a term that expires on 1 July of years that follow by one year those years that are evenly divisible by three.

(9) One member appointed by the General Assembly upon recommendation of the Speaker of the House of Representatives who, at the time of appointment, is ~~a soil scientist licensed under Chapter 89F of the General Statutes with experience in soil and site evaluation for on-site wastewater systems,~~ an Authorized On-Site Wastewater Evaluator certified pursuant to Article 5 of this Chapter, to a term that expires on 1 July of years that precede by one year those years that are evenly divisible by three.

(b) Vacancies. – An appointment to fill a vacancy on the Commission created by the resignation, dismissal, disability, or death of a member shall be for the balance of the unexpired term. Vacancies in appointments made by the General Assembly shall be filled as provided in G.S. 120-122.

(c), (d) Repealed by Session Laws 2010-31, s. 13.2(h), effective July 1, 2010.

(e) Officers. – The Board shall elect a Chair from among its members. The Chair shall serve from the time of election until 30 June of the following year, or until a successor is elected.

(f) Compensation. – Board members who are State employees shall receive no per diem compensation for serving on the Board but shall be reimbursed for their expenses in accordance with G.S. 138-6. All other Board members shall receive per diem compensation and reimbursement in accordance with the compensation rate established in G.S. 93B-5.

(g) Quorum. – A majority of the members of the Board constitutes a quorum for the transaction of business.

(h) Meetings. – The Board shall meet at least twice each year and may hold special meetings at the call of the Chair or a majority of the members of the Board.

(i) Repealed by Session Laws 2010-31, s. 13.2(h), effective July 1, 2010."

SECTION 7.(b) This section is effective when it becomes law and applies to terms beginning on or after that date.

SECTION 8. G.S. 90A-74 reads as rewritten:

"**§ 90A-74. Powers and duties of the Board.**

The Board shall have the following general powers and duties:

(1) To adopt rules in the manner prescribed by Chapter 150B of the General Statutes to govern its actions and to implement the provisions of this ~~Article.~~Article, as well as the provisions of G.S. 130A-336.2.
(2) To determine the eligibility requirements for persons seeking certification pursuant to this Article.
(3) To establish grade levels of certifications based on design capacity, complexity, projected costs, and other features of approved on-site wastewater systems.
(4) To develop and administer examinations for specific grade levels of certification as approved by the Board. The Board may approve applications by recognized associations for certification of its members after a review of the requirements of the association to ensure that they are equivalent to the requirements of the Board.
(5) To issue, renew, deny, restrict, suspend, or revoke certifications and to carry out any of the other actions authorized by this Article.
(6) To establish, publish, and enforce rules of professional conduct of persons who are certified pursuant to this Article.
(7) To maintain a record of all proceedings and make available to persons certified under this Article, and to other concerned parties, an annual report of all Board action.
(8) To establish reasonable fees for application, certification, and renewal, and other services provided by the Board.
(9) To conduct investigations to determine whether violations of this Article or grounds for disciplining persons certified under this Article exist.
(10) To adopt a common seal containing the name of the Board for use on all certificates and official reports issued by the Board.
(10a) To employ staff necessary to carry out the provisions of this Article and to determine the compensation, duties, and other terms and conditions of employment of its staff.
(10b) To employ professional, clerical, investigative, or special personnel necessary to carry out the provisions of this Article.
(10c) To acquire, hold, convey, rent, encumber, alienate, and otherwise deal with real property in the same manner as a private person or corporation, subject only to the approval of the Governor and Council of State. The rents, proceeds, and other revenues and benefits of the ownership of real property shall inure to the Board. Collateral pledged by the Board for any encumbrance of real property shall be limited to the assets, income, and revenues of the Board.
(11) To conduct other services necessary to carry out the purposes of this Article."

DIRECT THE BUILDING CODE COUNCIL TO CREATE AN ON-SITE WASTEWATER EXISTING SYSTEM AFFIDAVIT

SECTION 8.1.(a) G.S. 160D-1110 is amended by adding a new subsection to read:

"(h1) No local government may withhold a building permit under this section where the project does not propose to increase the design daily flow or wastewater strength of the existing system, and the property owner submits an on-site wastewater existing system inspection exemption affidavit. The property owner shall affirm that any modifications will meet local and State on-site wastewater system setback requirements pursuant to G.S. 130A-335."

SECTION 8.1.(b) The North Carolina Building Code Council, with assistance from the North Carolina Department of Insurance, shall create an on-site wastewater existing system inspection exemption affidavit for distribution to all building inspection departments throughout the State. The on-site wastewater existing system inspection exemption affidavit shall inform the

property owner of their ability to consult with an authorized on-site wastewater evaluator certified by the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board or an inspector, as defined in G.S. 90A-71(5), to locate the on-site wastewater existing system and verify system setback requirements prior to executing the affidavit at the option of the property owner. The property owner shall not be required to consult with an authorized on-site wastewater evaluator or an inspector to submit an on-site wastewater existing system inspection exemption affidavit to a local health department.

SECTION 8.1.(c) The Building Code Council shall create and distribute the affidavit required by subsection (b) of this section no later than October 1, 2023.

WASTEWATER ELECTRICAL CHANGES

SECTION 9. G.S. 87-43.1 reads as rewritten:

"**§ 87-43.1. Exceptions.**

The provisions of this Article shall not apply:

…

(11) To the installation, construction, maintenance, or repair of electrical wiring or devices, appliances, or equipment by a person who is an on-site wastewater contractor certified pursuant to Article 5 of Chapter 90A of the General Statutes when the contractor is wiring the wastewater pump to the control panel for the wastewater system."

REPEAL OPTIONAL BUILDING INSPECTION FOR PRIVATE DRINKING WATER WELLS AND MODIFY PERMIT AUTHORIZATION

SECTION 9.5. G.S. 87-97 reads as rewritten:

"**§ 87-97. ~~Permitting, inspection,~~ Permitting and testing of private drinking water wells.**

(a) Mandatory Local Well Programs. – Each county, through the local health department that serves the county, shall implement a private drinking water well permitting, inspection, and testing program. The local health department shall be the exclusive authority for the permitting of wells and well systems as described in G.S. 143-138(b17)(2). Local health departments shall administer the program and enforce the minimum well construction, permitting, inspection, repair, and testing requirements set out in this Article and rules adopted pursuant to this Article. No person shall unduly delay or refuse to permit a well that can be constructed or repaired and operated in compliance with the requirements set out in this Article and rules adopted pursuant to this Article.

…

~~(b1) Inspections. When a permit is issued under this section, the local health department shall be responsible for notifying the appropriate building inspector of the issuance of the well permit. The appropriate building inspector may request from the local health department the opportunity to inspect the activities authorized by the permit. The inspection must be performed prior to the final inspection performed by the local health department, and the well contractor shall not be required to be onsite for the inspection by the building inspector. If an inspection by a building inspector after the final inspection has been performed by the local health department is determined to be necessary for the protection of public health, safety, or welfare, the local building inspections department shall be responsible for (i) the additional costs for the inspection and related activities necessary for the inspection and (ii) any damages to the well system caused during the inspection.~~

(b2) Permit to Include Authorization for Piping and Electrical. – A permit issued under this section shall also be deemed to include authorization for all of the following:

(1) The installation, construction, maintenance, or repair of electrical wiring, devices, appliances, or equipment by a person certified as a well contractor

under Article 7A of this Chapter when running electrical wires from the well pump to the pressure switch.

(2) The installation, construction, maintenance, or repair of water pipes by a person certified as a well contractor under Article 7A of this Chapter when running water pipes from the well to the water tank.

(3) The installation of both water pipes and electrical wiring in a single ditch by a person certified as a well contractor under Article 7A of this Chapter when running electrical wires from the well pump to the pressure switch or other pressure sensing device and water pipes from the well to the water tank. The ditch shall be as deep as the minimum cover requirements for either electrical wiring or water pipes, whichever is greater. The ditch shall be covered by a person certified as a well contractor under Article 7A of this Chapter upon the completion of the activities conducted pursuant to this subsection.

This subsection shall not be interpreted to prohibit any person licensed by an independent occupational licensing board from performing any authorized services within the scope of practice of the person's license.

…."

PROHIBIT FORCED SEWER CONNECTIONS IN CERTAIN SITUATIONS

SECTION 10.(a) G.S. 160A-317(a) reads as rewritten:

"**§ 160A-317. Power to require connections to water or sewer service and the use of solid waste collection services.**

(a) Connections. – ~~A~~ Except as provided in subdivisions (1) and (2) of this subsection, a city may require an owner of developed property on which there are situated one or more residential dwelling units or commercial establishments located within the city limits and within a reasonable distance of any water line or sewer collection line owned, leased as lessee, or operated by the city or on behalf of the city to connect the owner's premises with the water or sewer line or both, and may fix charges for the connections. In lieu of requiring connection under this subsection and in order to avoid hardship, the city may require payment of a periodic availability charge, not to exceed the minimum periodic service charge for properties that are connected. The following provisions apply to a city's authority to require connection of an owner's premises to a water or sewer line:

(1) A property owner shall be exempt from mandatory connection to a city's sewer if:

a. The city has inadequate capacity to transport and treat the proposed new wastewater from the premises at the time of connection.

b. The costs of connection, including the costs of underground piping and connections to the dwelling or building, exceed the costs of installing an on-site wastewater system authorized pursuant to Article 11 of Chapter 130A of the General Statutes. Determination of the comparative costs of connection shall be assessed by (i) a licensed soil scientist, as defined in G.S. 89F-3, (ii) an on-site wastewater contractor certified under Article 5 of Chapter 90A of the General Statutes, or (iii) a plumbing contractor licensed under Article 2 of Chapter 87 of the General Statutes. If a property owner elects to install an on-site wastewater system in lieu of connection to the city's sewer system pursuant to this subdivision, (i) the on-site wastewater system shall comply with all applicable requirements of Article 11 of Chapter 130A of the General Statutes, and rules adopted thereunder, and (ii) the owner shall have sole responsibility for the system and its use and performance.

(2) A property owner shall be exempt from a mandatory connection to a city's water supply if adequate water pressure cannot be achieved using the same piping size as the meter provides to the owner's premises. A city is prohibited from requiring a property owner to install a larger meter and corresponding larger piping connection, or imposing an increased fee, to achieve adequate water pressure. For purposes of this subdivision, the term "adequate water pressure" shall mean the average water pressure delivered to all connected customers within a one-quarter mile radius in either direction of the owner's point of connection. In order to establish the adequacy or inadequacy of water pressure for purposes of this subdivision, a property owner shall submit to the city a determination of same prepared by a professional engineer, licensed in accordance with the provisions of Chapter 89C of the General Statutes. In the event water pressure is determined to be inadequate, a property owner may elect, in lieu of connection to the city's water supply, to install a private drinking water well, as that term is defined under G.S. 87-85, which well shall be approved by the city if the well meets the requirements of Chapter 87 of the General Statutes and rules adopted thereunder. A city, however, shall have no liability for the quality or quantity of water, or water pressure, from a private drinking water well installed pursuant to this subdivision."

SECTION 10.(b) G.S. 153A-284 reads as rewritten:

"**§ 153A-284. Power to require connections.**

(a) A county may require the owner of developed property on which there are situated one or more residential dwelling units or commercial establishments located so as to be served by a water line or sewer collection line owned, leased as lessee, or operated by the county or on behalf of the county to connect the owner's premises with the water or sewer line and may fix charges for these connections. A county may only require connection of an owner's premises to a sewer line, however, if the county has adequate capacity to transport and treat the proposed new wastewater from the premises at the time of connection.

…."

ESTABLISH A REGISTERED ENVIRONMENTAL HEALTH ASSOCIATE CERTIFICATION

SECTION 10.1.(a) Subdivisions (2a) and (2b) of G.S. 90A-51 are recodified as subdivisions (2b) and (2c) of G.S. 90A-51.

SECTION 10.1.(b) Article 4 of Chapter 90A of the General Statutes, as amended by subsection (a) of this section, reads as rewritten:

"Article 4.

"Registrations of Environmental Health Specialists.

…

"**§ 90A-51. Definitions.**

The words and phrases defined below shall when used in this Article have the following meaning unless the context clearly indicates otherwise:

(1) ~~"Board" means the~~ Board. – The Board of Environmental Health Specialist Examiners.

(2) ~~"Certificate of registration" means a~~ Certificate of registration. – A document issued by the Board as evidence of registration and qualification to practice as a registered environmental health specialist or a registered environmental health specialist intern under this Article. The certificate shall bear the designation "Registered Environmental Health Specialist" or "Registered Environmental Health Specialist Intern" and show the name of the person, date of issue, serial number, seal, and signatures of the members of the Board.

(2a) Environmental health associate. – A public health professional who meets the educational requirements under this Article, has attained specialized training, and reports directly to a registered environmental health specialist.

(2b) ~~"Environmental health practice" means the~~ Environmental health practice. – The provision of environmental health services, including administration, organization, management, education, enforcement, and consultation regarding environmental health services provided to or for the public. These services are offered to prevent environmental hazards and promote and protect the health of the public in the following areas: food, lodging, and institutional sanitation; on-site wastewater treatment and disposal; public swimming pool sanitation; childhood lead poisoning prevention; well permitting and inspection; tattoo parlor sanitation; and all other areas of environmental health requiring the delegation of authority by the Division of Public Health of the Department of Health and Human Services to State and local environmental health professionals to enforce rules adopted by the Commission for Public Health. The definition also includes local environmental health professionals enforcing rules of local boards of health for on-site wastewater systems and wells.

(2c) ~~"Environmental health specialist" means a~~ Environmental health specialist. – A public health professional who meets the educational requirements under this Article and has attained specialized training and acceptable environmental health field experience effectively to plan, organize, manage, provide, execute, and evaluate one or more of the many diverse elements comprising the field of environmental health practice.

(2d) Registered environmental health associate. – An environmental health associate registered in accordance with the provisions of this Article.

(3) Repealed by Session Laws 2009-443, s. 2, effective August 7, 2009.

(4) ~~"Registered environmental health specialist" means an~~ Registered environmental health specialist. – An environmental health specialist registered in accordance with the provisions of this Article.

For purposes of this Article the following are not included within the definition of "registered environmental health specialist" unless the person is working as an environmental health specialist:

a. A person teaching, lecturing, or engaging in research.

b. A person who is a sanitary engineer, public health engineer, public health engineering assistant, registered professional engineer, industrial hygienist, health physicist, chemist, epidemiologist, toxicologist, geologist, hydrogeologist, waste management specialist, or soil scientist.

c. A public health officer or public health department director.

d. A person who holds a North Carolina license to practice medicine, veterinary medicine, or nursing.

e. Laboratory personnel when performing or supervising the performance of sanitation related laboratory functions.

(5) ~~"Registered environmental health specialist intern" means a~~ Registered environmental health specialist intern. – A person who possesses the necessary educational qualifications as prescribed in G.S. 90A-53, but who has not completed the experience and specialized training requirements in the field of public health sanitation as required for registration.

"**§ 90A-52. Practice without certificate unlawful.**

(a) In order to safeguard life, health and the environment, it shall be unlawful for any person to practice as an environmental health specialist or an environmental health specialist intern in the State of North Carolina or use the title "registered environmental health specialist" or "registered environmental health specialist intern" unless the person shall have obtained a certificate of registration from the Board. No person shall offer services as a registered environmental health specialist or registered environmental health specialist intern or use, assume or advertise in any way any title or description tending to convey the impression that the person is a registered environmental health specialist or registered environmental health specialist intern unless the person is the holder of a current certificate of registration issued by the Board.

(b) ~~Notwithstanding the provisions of~~ The following limited exceptions apply to the practice prohibitions in subsection (a) of this ~~section, a~~ section:

(1) A person may practice as an environmental health specialist intern for a period not to exceed ~~three~~ two years from the date of the initial registration, provided the person has obtained a temporary certificate of registration from the Board.

(2) A registered environmental health associate, directly reporting to a registered environmental health specialist, may perform all of the following duties in accordance with the rules adopted by the Commission for Public Health:

a. Permitting and inspections of private water wells.

b. Inspections of Category I food establishments, temporary food establishments, and limited food service establishments.

c. Inspections of lodging establishments.

d. Permitting and inspections of any Type II or Type III on-site wastewater systems, including system layouts and existing wastewater systems.

e. Inspections of migrant housing.

f. Inspections of private, public, and religious schools.

g. Inspections of local confinement facilities.

h. Inspections of residential care facilities.

"**§ 90A-53. Qualifications and examination for registration as an environmental health specialist or environmental health specialist intern.**

(a) The Board shall issue a certificate to a qualified person as a registered environmental health specialist or a registered environmental health specialist intern. A certificate as a registered environmental health specialist or a registered environmental health specialist intern shall be issued to any person upon the Board's determination that the ~~person:~~person meets the following criteria:

(1) Has made application to the Board on a form prescribed by the Board and paid a fee not to exceed one hundred dollars ($100.00);

(2) Is of good moral and ethical character and has signed an agreement to adhere to the Code of Ethics adopted by the Board;

(3) Meets any of the following ~~combinations of~~ education and practice experience standards:

a. Graduated ~~from a baccalaureate or~~ with a bachelor's degree or a postgraduate degree from a program that is accredited by the National Environmental Health Science and Protection Accreditation Council ~~(EHAC) and has one or more years of experience in the field of environmental health practice; or~~(EHAC).

b. Graduated ~~from a baccalaureate or postgraduate degree program that is accredited by an accrediting organization recognized by the United States Department of Education, Council for Higher Education Accreditation (CHEA) and meets both of the following:~~with a

bachelor's degree or a postgraduate degree in public health and has one or more years of experience in the field of environmental health practice.

~~1. Earned a minimum of 30 semester hours or its equivalent in the physical or biological sciences; and~~

~~2. Has two or more years of experience in the field of environmental health practice.~~

c. Graduated ~~from a baccalaureate program rated as acceptable by the Board and meets both of the following:~~

~~1. Earned~~ with a bachelor's degree or postgraduate degree, has earned a minimum of 30 semester hours ~~or its equivalent~~ or 45 quarter hours in the ~~physical or biological sciences; and~~

~~2. Has two~~ physical, biological, natural, life, or health sciences and has one or more years of experience in the field of environmental health practice.

d. Has worked five or more continuous years as a registered environmental health associate.

(4) Has satisfactorily completed a course in specialized instruction and training approved by the Board in the practice of environmental ~~health;~~health.

(5) Repealed by Session Laws 2009-443, s. 4, effective August 7, 2009.

(6) Has passed an examination administered by the Board designed to test for competence in the subject matters of environmental health sanitation. The examination shall be in a form prescribed by the Board and may be oral, written, or both. The examination for applicants shall be held annually or more frequently as the Board may by rule prescribe, at a time and place to be determined by the Board. A person shall not be registered if such person fails to meet the minimum grade requirements for examination specified by the Board. Failure to pass an examination shall not prohibit such person from being examined at subsequent times and places as specified by the ~~Board; and~~Board.

(7) Has paid a fee set by the Board not to exceed the cost of purchasing the examination and an administrative fee not to exceed one hundred fifty dollars ($150.00).

(b) The Board may issue a certificate to a person serving as a registered environmental health specialist intern without the person meeting the full requirements for experience of a registered environmental health specialist for a period not to exceed ~~three~~ two years from the date of initial registration as a registered environmental health specialist intern, provided, the person meets the educational requirements in G.S. 90A-53 and is in the field of environmental health practice.

"**§ 90A-53.1. Qualifications for registration as an environmental health associate.**

The Board shall issue a certificate to a qualified person as a registered environmental health associate upon the Board's determination that the person satisfies all of the following criteria:

(1) Has made application to the Board on a form prescribed by the Board and paid a fee not to exceed one hundred dollars ($100.00).

(2) Is of good moral and ethical character and has signed an agreement to adhere to the Code of Ethics adopted by the Board.

(3) Possesses one or more of the following educational qualifications:

a. Graduated with an associate, bachelor's, or postgraduate degree from a program that is accredited by the National Environmental Health Science and Protection Accreditation Council (EHAC) and

satisfactorily completed general and specialized instruction and training in environmental health approved by the Department.

b. Graduated with an associate, bachelor's, or postgraduate degree and earned a minimum of 15 semester hours in the physical, biological, natural, life, or health sciences and satisfactorily completed general and specialized instruction and training in environmental health approved by the Department.

"**§ 90A-53.2. Revocation or suspension of a registered environmental health associate.**

The authorization of a registered environmental health associate by the Department under the authority provided in G.S. 130A-4(b) may be suspended or revoked as set forth in rules adopted by the Department.

…

"**§ 90A-63. Renewal of certificates.**

(a) A certificate as a registered environmental health ~~specialist or~~ specialist, registered environmental health specialist ~~intern~~ intern, or registered environmental health associate issued pursuant to the provisions of this Article will expire on the thirty-first day of December of the current year and must be renewed annually on or before the first day of January. Each application for renewal must be accompanied by a renewal fee to be determined by the Board, but not to exceed one hundred twenty-five dollars ($125.00). However, for renewals postmarked before January 1 of each year, the renewal fee shall not exceed one hundred dollars ($100.00).

(b) Registrations expired for failure to pay renewal fees may be reinstated under the rules and regulations adopted by the Board.

(c) A registered environmental health ~~specialist~~ specialist, registered environmental health intern, or registered environmental health associate shall complete any continuing education requirements specified by the Board for renewal of a certificate.

…

"**§ 90A-65. Representing oneself as a registered environmental health ~~specialist or~~ specialist, registered environmental health specialist ~~intern.~~intern, or registered environmental health associate.**

A holder of a current certificate of registration may append to his or her name the letters, ~~"R.E.H.S." or "R.E.H.S.I."~~"R.E.H.S.," "R.E.H.S.I.," or "R.E.H.A."

…."

SECTION 10.1.(c) The Board of Environmental Health Specialist Examiners shall amend its rules consistent with this act.

SECTION 10.1.(d) Subsections (a) and (b) of this section become effective May 1, 2024. The remainder of this section is effective when it becomes law.

WASTEWATER APPROVAL AUTHORITY TECHNICAL CORRECTION

SECTION 10.2. If Senate Bill 582, 2023 Regular Session, becomes law, then G.S. 130A-343(h), as amended by Section 17(a) of that act and as amended by Section 6(a) of this act, reads as rewritten:

"(h) Accepted Wastewater Dispersal Systems. – A manufacturer of an Innovative wastewater dispersal system or other approved trench dispersal system specifically identified in a rule adopted by the Commission that has been in general use in this State for a minimum of five years may petition the Commission to have the system designated as an Accepted wastewater system as provided in this subsection. The manufacturer shall provide the Commission with the data and findings of all prior evaluations of the performance of the system in this State and other states referenced in the petition, including disclosure of any conditions found to result in unacceptable structural integrity, treatment, or hydraulic performance. In addition, the manufacturer shall provide the Commission with information sufficient to enable the Commission to fully evaluate the performance of the system in this State for at least the five-year

period immediately preceding the petition. The Commission shall designate a wastewater dispersal system as an Accepted wastewater system only if it finds that there is clear, convincing, and cogent evidence based on actual field surveys and county activity reports (i) to confirm the findings made by the Department at the time the Department approved the system as a wastewater dispersal system and (ii) that the system performs in a manner that is equal or superior to a conventional or Accepted wastewater system under actual field conditions in this State. The Commission shall specify the circumstances in which use of the system is appropriate and any conditions and limitations related to the use of the system. If the ~~Department~~ Commission designates a wastewater dispersal system as an Accepted wastewater system pursuant to this section, the following shall apply:

(1) The approval shall be limited to the manufacturer who submitted the petition and received the Accepted status from the Commission.

(2) Neither the Commission, the Department, or any local health department shall condition, delay, or deny the substitution of any Accepted wastewater system based on location of nitrification lines when all parts of the dispersal field can be installed within the approved initial dispersal field area while complying with all Commission rules."

SEVERABILITY CLAUSE

SECTION 11. If any section or provision of this act is declared unconstitutional or invalid by the courts, it does not affect the validity of this act as a whole or any part other than the part declared to be unconstitutional or invalid.

EFFECTIVE DATE

SECTION 12. Fees assessed pursuant to G.S. 130A-335(a6), as amended by Section 1 of this act, fees assessed pursuant to G.S. 130A-336.1(n), as amended by Section 3 of this act, and fees assessed pursuant to G.S. 130A-336.2(n), as amended by Section 4 of this act, shall become effective September 1, 2023. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 29th day of June, 2023.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 12:27 p.m. this 10th day of July, 2023

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Valerie Steele, Airport and Rowan Transit System Director
DATE: 9/5/2023
SUBJECT: Approval of Purchase - NCDOT IMD Vehicle Order - 20' LTV - Rowan Transit System

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In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Interstate Transportation Sales & Service Inc, LLC is among the awarded vendors and has agreed to extend to the County the price and terms set forth in their contract with North Carolina (NCDOT Agency Specific Contract 54-SG-05062022) for the purchase of one (1) vehicle. The total cost for all vehicles is not to exceed $99,500.00.

Attached is the quote from the vendor, and excel configurations from the state contract. The purchase of the vehicles is within the approved fiscal year 2024 budget.

Recommendation:
Board of Commissioners to approve this purchase and authorize the Purchasing Director to submit a purchase order to Interstate Transportation Sales & Service Inc, LLC to process the purchase of one (1) vehicle at a cost not to exceed $99,500.00. Approval request per the Rowan County Procurement Policy, page 4; section C for any transaction which exceeds $90,000.

ATTACHMENTS:
1. Quote
2. Configuration

FY23 CTP REPLACEMENT CAPITAL
2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM
COACH & EQUIPMENT METAL BODY

V# 17930
154520-575035

Send to: Interstate Transportation Sales & Service, Inc.
1321 W. Fairfield Rd, Ste 109
High Point, N.C. 27263
336-803-3111 FAX: 336-431-6114

ATTN: Ken McDowell email: krmcdowell@northstate.net

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project No. (Example 23-CT-00): 23-CT-037

Order Date: (date order placed with vendor)

From: Rowan County
130 West Innest St. Salisbury, NC 28144
(grant applicant/recipient)

Contact : Valerie Steele, Airport and Transit Director
e-mail: Valerie.Steele@rowancountyna.gov

704-239-1434 (phone number) 704-216-7978 (FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Diagram #	Description	Base Unit Cost		Total Cost
0	A-1	**NO LIFT - 13 Passenger Plan**	$ 89,641.22		$ -
1	A-2	**Lift - 2 rear wc station-plan**	$ 98,340.26		$ 98,340.26
		Options-Itemized			
0	1	Lettering	$ 225.00		$ -
0	2	Logo -labor only.	$ 145.00	ea./logo	$ -
1	3	Auxilliary Round Red Brake Lights	$ 541.31		$ 541.31
1	4	Auxiliary Amber Strobe at Rear Door	$ 577.20		$ 577.20
0	6	Diamond Donation Farebox, sm.8"x8"x8"	$ 338.83		$ -
0	7	Passenger touch tape stop request	$ 1,112.00		$ -
0	8	Panasonic P.A. System w/ AM/FM/CD	$ 750.00		$ -
0	9	Telma Brake Retarder	$ 12,278.00	*	$ -
		Other Options (those over budget are at local cost only)			
0	10		$ -		$ -
0	11		$ -		$ -
0	12		$ -		$ -
0	13		$ -		$ -
0	14		$ -		$ -

**available to systems in the mountain areas; must have enough in budget to cover cost*
*** you must have budgeted for this in your application to order this item.*

EXTERIOR COLOR: The basic body of the Coach & Equipment Phoenix is white.

INTERIOR SEATING SELECTION: Predictions Silversurf CODE: 595

**Seat coverings are listed after options on page 4*

Lettering information: Using Local Vendor
(System Name & Phone No.)

Color and Style of 6" lettering:

Striping/Tu-Tone information: Striping (1 code): [redacted] Tu-Tone (2 codes): #1: [redacted] #2: [redacted]

Vehicle to be titled to: Rowan County
130 West Innes St
Salisbury, NC 28144

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

20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:
2024 Ford E-350 cutaway chassis with 7.3L, V-8 gasoline engine; 11,500 lb. GVWR; 96" overall width; 113" overall height; 260" length; 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:56 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:
Coach & Equipment Phoenix has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyedcovering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 65,000 BTU's and rear a/c, 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

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

Warranty:
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford)
Power Train - 5 years/60,000 miles (Ford)
Chassis Corrosion warranty - 5 years/ unlimited miles (Ford)
Body Conversion warranty - 3 years/36,000 miles (Coach & Equipment)
Body Structure warranty - 5 years/75,000 miles (Coach & Equipment)
Air Conditioning (add on unit) - 24 months (ProAair ACT System)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

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

VEHICLE ORDER FORM INSTRUCTIONS

1. **VERIFY FY23 BUDGET INFORMATION**
   - **A.** CHECK YOUR CURRENT CAPITAL BUDGET TO VERIFY IT IS THE SAME AS BOT APPROVAL OR INDICATES CHANGES AS DISCUSSED WITH YOUR REGIONAL GRANT SPECIALIST.
   - **B.** IF BUDGET DOES NOT REFLECT YOUR CAPITAL APPLICATION OR CHANGES, PLEASE CONTACT YOUR RGS.
   - **C. BUDGET CHANGES MUST BE APPROVED AND REVISED BEFORE VEHICLES CAN BE ORDERED.**

2. **COMPLETE ORDER FORMS - FILL IN ALL SPACES HIGHLIGHTED WITH YELLOW**
   - **A. ENTER PURCHASE ORDER NUMBER**
   - **B. FILL IN PROJECT NUMBER**
   - **C. ORDER DATE**
   - **D. LIST NAME OF APPLICANT, CONTACT PERSON, EMAIL ADDRESS, PHONE & FAX NUMBERS**
   - **E. CHOOSE BASE VEHICLE AND ANY OPTIONS WITHIN YOUR BUDGET.**
     1) SELECT FLOOR PLAN; INDICATE NUMBER ONLY UNDER **"QUANTITY COLUMN";** COST WILL AUTOMATICALLY CALCULATE IN "TOTAL COST" COLUMN.
     2) SELECT PARTICIPATING OPTIONS; INDICATE NUMBER ONLY UNDER **"QUANTITY COLUMN"**.

   A) OPTIONS
   1. **THE MOST POPULAR OPTIONS IN THE PAST ARE NOW STANDARD.**
   2. **SELECT THE OPTIONS YOU WISH TO ADD TO THE BASE VEHICLE.**
   3. **FOR THE LIFT VANS, BE SURE TO SELECT APPROPRIATE OPTION FOR THAT FLOOR PLAN.**

   B) LETTERING:
   1. **ALL VEHICLES ARE REQUIRED TO HAVE SYSTEM NAME AND PHONE NUMBER ON BOTH SIDES OF VEHICLES.**
   2. **SYSTEM NAME & PHONE WILL BE DETAILED ON BOTH SIDES OF THE VAN.**
   3. **COMPLETE OPTION IF VENDOR IS TO PROVIDE LETTERING.**
   4. **LEAVE OPTION WITH ZERO, "0", ON ORDER FORM IF LETTERING IS TO BE COMPLETED LOCALLY AFTER DELIVERY.**
      - **a) IN THE APPLICATION : 591 VEHICLE LETTERING AND LOGOS**
        1) **MAXIMUM ELIGIBLE COST IS $500 FOR LETTERING AND/OR LOGOS**
        2) **IF LETTERING DONE LOCALLY, YOU SHOULD HAVE BUDGETED COSTS UNDER 591**
        3) **LOGOS CAN NOT REPLACE LETTERING OF SYSTEM NAME.**

   - **F. SELECTING OPTIONS OVER YOUR APPROVED BUDGET**
     1) THESE OPTIONS THAT ARE SELECTED WILL BE AT 100% LOCAL COST.
        - **A) LOGO APPLICATION: TRANSIT SYSTEM WILL PROVIDE DECAL TO VENDOR; COST IS LABOR ONLY.**
     2) TO ADD MORE LINES TO ORDER FORM, JUST COPY THE "FILL-IN BLANK" LINE.
     3) COMPLETE DESCRIPTION AND ENTER COST UNDER "UNIT COST".
   - **G. LIST SYSTEM NAME AND PHONE NUMBER - IF LETTERING OPTION IS SELECTED.**
   - **H. CHOOSE STYLE AND COLOR OF LETTERING**
   - **I. STRIPING COLOR(S) IF OPTION SELECTED.**
     1) INDICATE COLOR AND CODE NUMBER.
   - **J. COMPLETE TITLE INFORMATION**
     1) GRANT APPLICANT AND TITLE HOLDER MUST BE THE SAME.
   - **K. ADDITIONAL OPTIONS LOCATED IN SEPARATE ATTACHMENT YOU WILL RECEIVE ALONG WITH ORDER FORMS**

3. **EMAIL OR FAX ORDER FORMS AND P.O. TO VENDOR**
   - **A.** A COVER LETTER WITH THE AGENCY LETTERHEAD ON IT MAY BE USED IN LIEU OF P.O.

4. **ALL ORDERS SHOULD BE PLACED ASAP.**
   - **B.** DELIVERY WILL BE APPROXIMATELY 120-150 DAYS. **(may be subject to delays during supply chain issues)**

5. **FOR ADDITIONAL INFORMATION ON VEHICLE ORDERING, TITLE PAPERWORK AND DELIVERY - SEE VEHICLE ORDERING PROCEDURES WHICH ARE ATTACHED TO THE EMAIL.**

updated 4/2023

FY23 CTP REPLACEMENT CAPITAL

2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM

STARCRAFT METAL BODY

Send to: PALMETTO BUS SALES
P.O. Box 2898
West Columbia, SC 29171
803-754-3827 FAX: 803-754-5326

ATTN: Barnie Smith e-mail: bsmith@palmettobussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project No. (Example 23-CT-00):

Order Date:
(date order placed with vendor)

From: Contact :
(grant applicant/recipient) e-mail:

( ) - ( ) -
(phone number) (FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Diagram #	Description	Base Unit Cost		Total Cost
0	A-1	**NO LIFT - 13 Passenger Plan**	$ 95,688.12		$ -
0	A-2	**Lift - 2 rear wc station-plan**	$ 103,263.12		$ -
		Options-Itemized	**SUBTOTAL OF BASIC LTVs**		$ -
0	1	Lettering	$ 975.00		$ -
0	2	Logo -labor only.	$ 450.00	ea./logo	$ -
0	3	Auxiliary Round Red Brake Lights	$ 675.00		$ -
0	4	Auxiliary Amber Strobe at Rear Door	$ 650.00		$ -
0	5	Donation Farebox, small aprox 8"x8"x8"	$ 1,100.00		$ -
0	7	Transign destination sign - electronic	$ 2,950.00		$ -
0	8	Passenger pull cord stop request	$ 1,400.00		$ -
0	9	Jensen P.A. System w/ 2 speakers	$ 400.00		$ -
0	10	Telma Brake Retarder	$ 12,500.00	*	$ -
0	11	Bike Rack (stainless steel)	$ 4,700.00	**	$ -
0	12	Add'l Emergency Window Exits	$ 250.00	ea.	$ -
		Other Options (those over budget are at local cost only)	**SUBTOTAL w/ PARTICIPATING OPTIONS**		$ -
0	13		$ -		$ -
0	14		$ -		$ -
0	15		$ -		$ -
0	16		$ -		$ -
0	17		$ -		$ -
			GRAND TOTAL		$ -

EXTERIOR COLOR: The basic body of the Starcraft Starlite is white.

INTERIOR SEATING SELECTION: CODE:
Seat coverings are listed after options on page 4

Lettering information:
(System Name & Phone No.)

Color and Style of 6" lettering:

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

Vehicle to be titled to:

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

20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:

2024 Ford E-350 cutaway chassis with 7.3L, gasoline engine; 11,500 lb. GVWR; 96" overall width; 116" overall height; 267" length; 159" wheelbase; 4,600 lbs. front axle/ 8,500 lbs. rear axle/ 4:10 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1540 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:
Starcraft Starlite has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Gerflor transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1170 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 35,000 BTU's and rear a/c, 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

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

Warranty:
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford)
Power Train - 5 years/60,000 miles (Ford)
Chassis Corrosion warranty - 5 years/75,000 (Ford)
Body Conversion warranty - 3 years/36,000 miles (Starcraft)
Body Structure warranty - 5 years/75,000 miles (Starcraft)
Air Conditioning (add on unit) - 24 months (ACC Climate Control, Inc.)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

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

FY23 CTP REPLACEMENT CAPITAL

2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM

STARCRAFT COMPOSITE BODY

Send to: PALMETTO BUS SALES
P.O. Box 2898
West Columbia, SC 29171
803-754-3827 FAX: 803-754-5326

ATTN: Barnie Smith e-mail: bsmith@palmettobussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project No. (Example 23-CT-00):

Order Date:
(date order placed with vendor)

From: Contact :
(grant applicant/recipient) e-mail:

( ) - ( ) -
(phone number) (FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Diagram #	Description	Base Unit Cost		Total Cost
0	A-1	**NO LIFT - 13 Passenger Plan**	$ 97,528.12		$ -
0	A-2	**Lift - 2 rear wc station-plan**	$ 105,103.12		$ -
		Options-Itemized	**SUBTOTAL OF BASIC LTVs**		$ -
0	1	Lettering	$ 975.00		$ -
0	2	Logo -labor only.	$ 450.00	ea./logo	$ -
0	3	Auxiliary Round Red Brake Lights	$ 675.00		$ -
0	4	Auxiliary Amber Strobe at Rear Door	$ 650.00		$ -
0	5	Donation Farebox, small aprox 8"x8"x8"	$ 1,100.00		$ -
0	7	Transign destination sign - electronic	$ 2,950.00		$ -
0	8	Passenger pull cord stop request	$ 1,400.00		$ -
0	9	Jensen P.A. System w/ 2 speakers	$ 400.00		$ -
0	10	Telma Brake Retarder	$ 12,500.00	*	$ -
0	11	Bike Rack (stainless steel)	$ 4,700.00	**	$ -
0	12	Add'l Emergency Window Exits	$ 250.00	ea.	$ -
		Other Options (those over budget are at local cost only)	**SUBTOTAL w/ PARTICIPATING OPTIONS**		$ -
0	13		$ -		$ -
0	14		$ -		$ -
0	15		$ -		$ -
0	16		$ -		$ -
0	17		$ -		$ -
			GRAND TOTAL		$ -

EXTERIOR COLOR: The basic body of the Starcraft Starlite is white.

INTERIOR SEATING SELECTION: CODE:
Seat coverings are listed after options on page 4

Lettering information:
(System Name & Phone No.)

Color and Style of 6" lettering:

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

Vehicle to be titled to:

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

20 FT. LTV - COMPOSITE BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:

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DELIVERY: Approximately 120 days from receipt of chassis

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FY23 CTP REPLACEMENT CAPITAL

2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM

COACH & EQUIPMENT METAL BODY

Send to: Interstate Transportation Sales & Service, Inc.
1321 W. Fairfield Rd, Ste 109
High Point, N.C. 27263
336-803-3111 FAX: 336-431-6114

ATTN: Ken McDowell email: krmcdowell@northstate.net

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project No. (Example 23-CT-00):

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0	6	Diamond Donation Farebox, sm.8"x8"x8"	$ 338.83		$ -
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0	8	Panasonic P.A. System w/ AM/FM/CD	$ 750.00		$ -
0	9	Telma Brake Retarder	$ 12,278.00	*	$ -
Other Options (those over budget are at local cost only)			**SUBTOTAL w/ PARTICIPATING OPTIONS**		$ -
0	10		$ -		$ -
0	11		$ -		$ -
0	12		$ -		$ -
0	13		$ -		$ -
0	14		$ -		$ -
			GRAND TOTAL		$ -

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

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

EXTERIOR COLOR: The basic body of the Coach & Equipment Phoenix is white.

INTERIOR SEATING SELECTION: CODE:

Seat coverings are listed after options on page 4

Lettering information:
(System Name & Phone No.)

Color and Style of 6" lettering:

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

Vehicle to be titled to:

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

20 FT. LTV - METAL BODY

SPECIFICATION AND PRICING INFORMATION

Chassis:

2024 Ford E-350 cutaway chassis with 7.3L, V-8 gasoline engine; 11,500 lb. GVWR; 96" overall width; 113" overall height; 260" length; 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:56 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:

Coach & Equipment Phoenix has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyedcovering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 65,000 BTU's and rear a/c, 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

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

Warranty:

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

DELIVERY: Approximately 120 days from receipt of chassis

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

FY23 CTP REPLACEMENT CAPITAL

2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM

COACH & EQUIPMENT COMPOSITE BODY

Send to: Interstate Transportation Sales & Service, Inc.
1321 W. Fairfield Rd, Ste 109
High Point, N.C. 27263
336-803-3111 FAX: 336-431-6114

ATTN: Ken McDowell email: krmcdowell@northstate.net

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project No. (Example 23-CT-00):

Order Date:
(date order placed with vendor)

From: Contact :
(grant applicant/recipient) e-mail:

( ) - ( ) -
(phone number) (FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Diagram #	Description	Base Unit Cost		Total Cost
0	A-1	**NO LIFT - 13 Passenger Plan**	$ 90,664.59		$ -
0	A-2	**Lift - 2 rear wc station-plan**	$ 98,340.26		$ -
Options-Itemized			**SUBTOTAL OF BASIC LTVs**		$ -
0	1	Lettering	$ 225.00		$ -
0	2	Logo -labor only.	$ 145.00	ea./logo	$ -
0	3	Auxilliary Round Red Brake Lights	$ 407.00		$ -
0	4	Auxiliary Amber Strobe at Rear Door	$ 425.00		$ -
0	6	Diamond Donation Farebox, sm.8"x8"x8"	$ 338.83		$ -
0	7	Passenger touch tape stop request	$ 1,112.00		$ -
0	8	Panasonic P.A. System w/ AM/FM/CD	$ 750.00		$ -
0	9	Telma Brake Retarder	$ 12,278.00	*	$ -
Other Options (those over budget are at local cost only)			**SUBTOTAL w/ PARTICIPATING OPTIONS**		$ -
0	10		$ -		$ -
0	11		$ -		$ -
0	12		$ -		$ -
0	13		$ -		$ -
0	14		$ -		$ -
			GRAND TOTAL		$ -

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

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

EXTERIOR COLOR: The basic body of the Coach & Equipment Phoenix is white.

INTERIOR SEATING SELECTION: CODE:

Seat coverings are listed after options on page 4

Lettering information:
(System Name & Phone No.)

Color and Style of 6" lettering:

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

Vehicle to be titled to:

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

20 FT. LTV - COMPOSITE BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:
2024 Ford E-350 cutaway chassis with 7.3L, V-8 gasoline engine; 11,500 lb. GVWR; 96" overall width; 113" overall height; 260" length; 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:56 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:
Coach & Equipment Phoenix has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyedcovering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 65,000 BTU's and rear a/c, 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

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

Warranty:
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford)
Power Train - 5 years/60,000 miles (Ford)
Chassis Corrosion warranty - 5 years/ unlimited miles (Ford)
Body Conversion warranty - 3 years/36,000 miles (Coach & Equipment)
Body Structure warranty - 5 years/75,000 miles (Coach & Equipment)
Air Conditioning (add on unit) - 24 months (ProAair ACT System)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

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

FY23 CTP REPLACEMENT CAPITAL
2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM

STARTRANS METAL BODY

Send to: Creative Bus Sales
2529 Oneida Rd
Charlotte, NC 28269
615-618-5370 FAX: 909-465-5529

ATTN: Chris Yarber email: cyarber@creativebussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project No. (Example 23-CT-00):

Order Date:
(date order placed with vendor)

From: Contact :
(grant applicant/recipient) e-mail:

( ) - ( ) -
(phone number) (FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Item no.	Description	Base Unit Cost		Total Cost
0	A-1	**NO LIFT - 13 Passenger Plan**	$ 96,236.00		$ -
0	A-2	**Lift - 2 rear wc station-plan A2**	$ 104,460.00		$ -
			SUBTOTAL OF BASIC LTVs		$ -
Options-Itemized					
0	1	Lettering	$ 350.00		$ -
0	2	Logo -labor only.	$ 150.00	ea./logo	$ -
0	3	Auxilliary Round Red Brake Lights	$ 390.00		$ -
0	4	Auxiliary Amber Strobe at Rear Door	$ 390.00		$ -
0	6	Donation Farebox, sm.8"x8"x8"	$ 880.00		$ -
0	7	Transign destination sign - electronic	$ 2,620.00		$ -
0	8	Passenger touch tape stop request	$ 1,425.00		$ -
0	9	REI Transit P.A. System	$ 550.00		$ -
0	10	Bike Rack (stainless steel)	$ 4,685.00	*	$ -
0	11	Telma Brake Retarder	N/A		$ -
0	12	Add'l Emergency Window Exits (up to 3)	$ 200.00	ea.	$ -
Other Options (those over budget are at local cost only)			**SUBTOTAL w/ PARTICIPATING OPTIONS**		$ -
0	13		$ -		$ -
0	14		$ -		$ -
0	15		$ -		$ -
0	16		$ -		$ -
0	17		$ -		$ -
			GRAND TOTAL		$ -

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

EXTERIOR COLOR: The basic body of the Startrans - Primetime is white.

INTERIOR SEATING SELECTION: CODE:

**Seat coverings are listed after options on page 4*

Lettering information:

(System Name & Phone No.)

Color and Style of 6" lettering:

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

Vehicle to be titled to:

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

20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:
2023 Ford E-350 cutaway chassis with 7.3L, V-8 gas engine; 11,500 lb. GVWR; 84" overall width; 114" overall height; 259" length; 138" wheelbase; 4,600 lbs. front axle/ 8,500 lbs. rear axle/ 4:10 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1500 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:
STARTRANS CANDIDATE II has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 35,000 BTU's and rear a/c, 55,000 BTU's; non-slip coat applied to stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

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

Warranty:
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/)
Power Train - 5 years/60,000 miles (Ford)
Chassis Corrosion warranty - 5 years/ unlimited miles (Ford)
Body Conversion warranty - 5 years/100,000 miles (STARTRANS)
Body Structure warranty - 5 years/100,000 miles (STARTRANS)
Air Conditioning (add on unit) - 24 months (ACC Climate Control, Inc.)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

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

FY23 CTP REPLACEMENT CAPITAL
2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM

STARTRANS COMPOSITE BODY

Send to: Creative Bus Sales
2529 Oneida Rd
Charlotte, NC 28269
615-618-5370 FAX: 909-465-5529

ATTN: Chris Yarber email: cyarber@creativebussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project No. (Example 23-CT-00):

Order Date:
(date order placed with vendor)

From: Contact :
(grant applicant/recipient) e-mail:

( ) - ( ) -
(phone number) (FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Item no.	Description	Base Unit Cost		Total Cost
0	A-1	**NO LIFT - 13 Passenger Plan**	$ 98,076.00		$ -
0	A-2	**Lift - 2 rear wc station-plan A2**	$ 106,300.00		$ -
			SUBTOTAL OF BASIC LTVs		$ -
Options-Itemized					
0	1	Lettering	$ 350.00		$ -
0	2	Logo -labor only.	$ 150.00	ea./logo	$ -
0	3	Auxilliary Round Red Brake Lights	$ 390.00		$ -
0	4	Auxiliary Amber Strobe at Rear Door	$ 390.00		$ -
0	6	Diamond Donation Farebox, sm.8"x8"x8"	$ 880.00		$ -
0	7	Transign destination sign - electronic	$ 2,620.00		$ -
0	8	Passenger touch tape stop request	$ 1,425.00		$ -
0	9	REI Transit P.A. System	$ 550.00		$ -
0	10	Bike Rack (stainless steel)	$ 4,685.00	*	$ -
0	11	Telma Brake Retarder	N/A		$ -
0	12	Add'l Emergency Window Exits (up to 3)	$ 200.00	ea.	$ -
Other Options (those over budget are at local cost only)			**SUBTOTAL w/ PARTICIPATING OPTIONS**		$ -
0	13		$ -		$ -
0	14		$ -		$ -
0	15		$ -		$ -
0	16		$ -		$ -
0	17		$ -		$ -
				GRAND TOTAL	$ -

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

EXTERIOR COLOR: The basic body of the Startrans - Primetime is white.

INTERIOR SEATING SELECTION: CODE:

**Seat coverings are listed after options on page 4*

Lettering information:

(System Name & Phone No.)

Color and Style of 6" lettering:

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

Vehicle to be titled to:

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

20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:
2023 Ford E-350 cutaway chassis with 7.3L, V-8 gas engine; 11,500 lb. GVWR; 84" overall width; 114" overall height; 259" length; 138" wheelbase; 4,600 lbs. front axle/ 8,500 lbs. rear axle/ 4:10 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1500 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

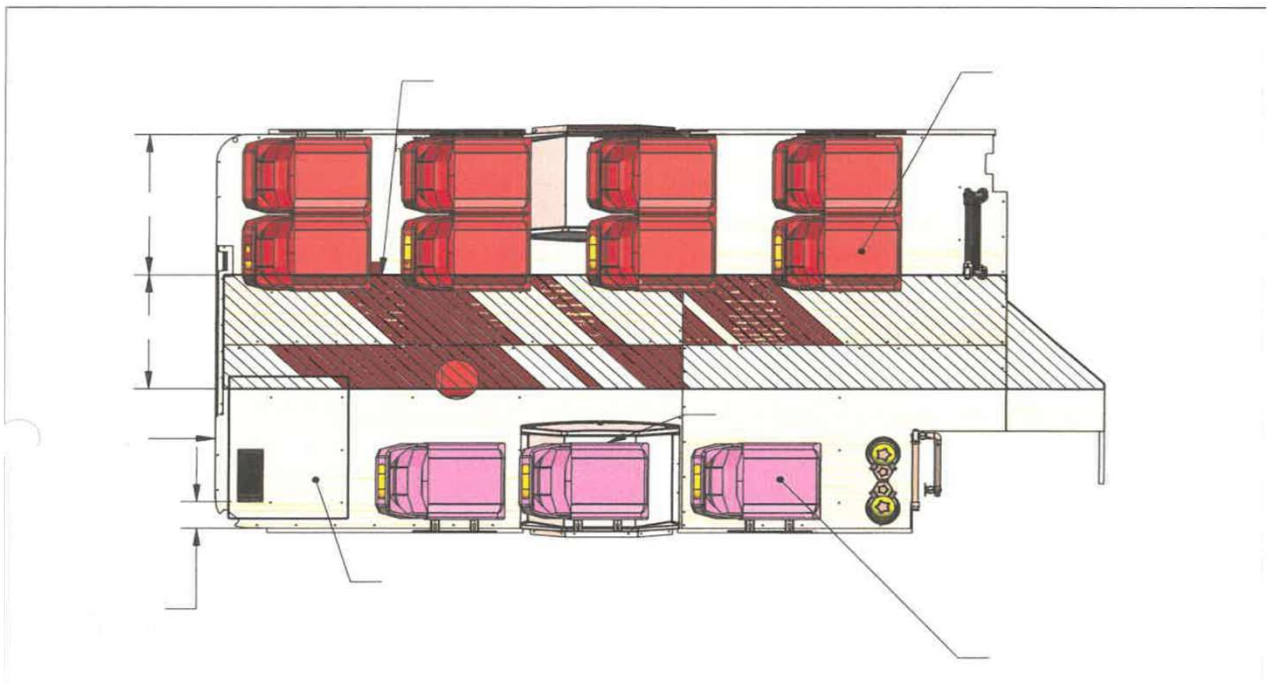
Body:
STARTRANS CANDIDATE II has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 35,000 BTU's and rear a/c, 55,000 BTU's; non-slip coat applied to stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

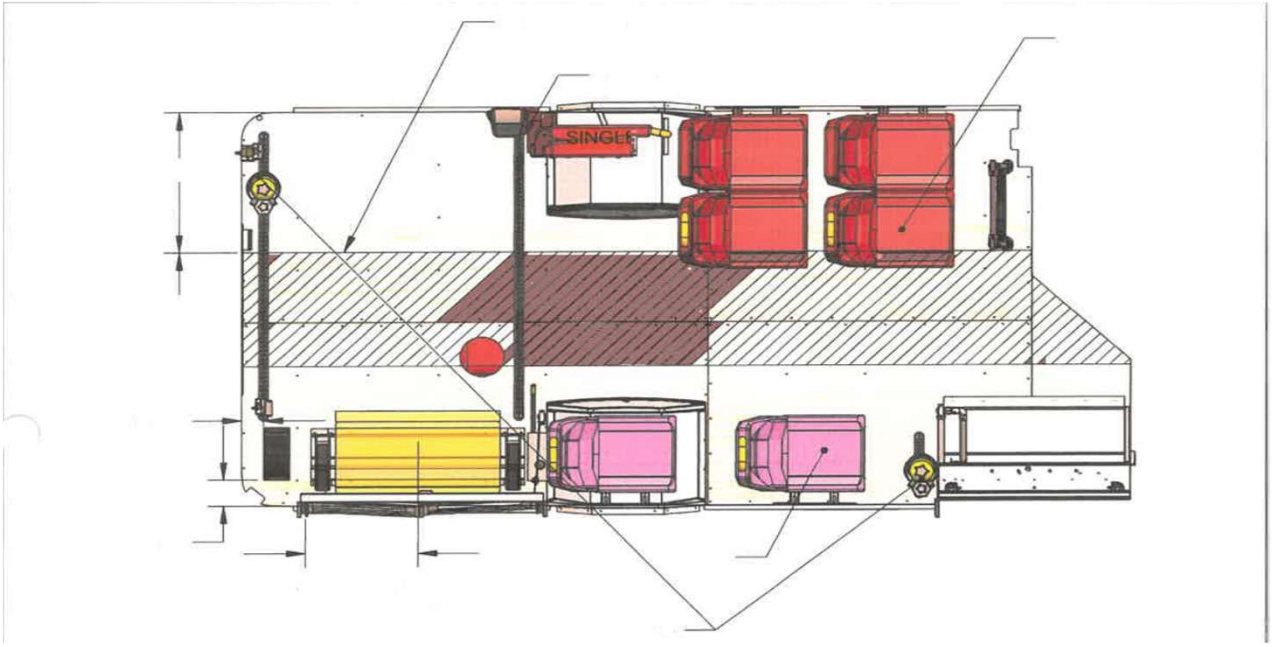
Wheelchair lift (meets all requirements of the American with Disabilities Act and the FMVSS):
Braun Century NCL1000(F)IB3454HB-2, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Q'Straint QRT-360 4-point wheelchair tie-down system and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

Warranty:
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/)
Power Train - 5 years/60,000 miles (Ford)
Chassis Corrosion warranty - 5 years/ unlimited miles (Ford)
Body Conversion warranty - 5 years/100,000 miles (STARTRANS)
Body Structure warranty - 5 years/100,000 miles (STARTRANS)
Air Conditioning (add on unit) - 24 months (ACC Climate Control, Inc.)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

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




SINGLE

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Valerie Steele, Airport and Rowan Transit System Director

DATE: 9/5/2023

SUBJECT: Approval of Purchase - NCDOT IMD Vehicle Order (2-Raised Roof) - Rowan Transit System

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In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Creative Bus Sales is among the awarded vendors and has agreed to extend to the County the price and terms set forth in their contract with North Carolina (NCDOT Agency Specific Contract 54-SG-05062022) for the purchase of two (2) vehicles. This vendor is not the lowest bidder awarded, but due to Out-of-State Tilting issues, the Transit Systems Director is requesting to utilize Creative Bus Sales. The total cost for all vehicles is not to exceed $190,300.00.

Attached is the quote from the vendor, and excel configurations from the state contract. The purchase of the vehicles is within the approved fiscal year 2024 budget.

Board of Commissioners to approve this purchase and authorize the Purchasing Director to submit a purchase order to Creative Bus Sales to process the purchase of two (2) vehicles at a cost not to exceed $190,300.00. Approval request per the Rowan County Procurement Policy, page 4; section C for any transaction which exceeds $90,000.

ATTACHMENTS:

1. Quote
2. Configuration

FY- 23 CTP REPLACEMENT CAPITAL
2023 FORD RAISED ROOF LIFT VAN ORDER FORM

V# 174424
154520-575035

Send to: Creative Bus Sales
2529 Oneida Rd
Charlotte, NC 28269
615-618-5370 FAX: 909-465-5529

ATTN: Chris Yarber email: cyarber@creativebussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project Code (Example 23-CT-00): 23-CT-037

Order Date: (date order placed with vendor)

From: Rowan County
130 West Innest St, Salisbury, NC 28144
(grant applicant/recipient)
Contact : Valorie Steele, Airport and Transit Director
e-mail: Valerie.Steele@rowancountync.gov

704-239-1434 (phone number) 704-216-7978 (FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	2	Mid-Roof Ford MobilityTRANS All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. NO TRANSIT DOOR SYSTEM (sliding van door only); WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 71,160.00	$ -
2	5	High-Top Ford MobilityTRANS - Model 1 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 84,557.00	$ 169,114.00
0	7	High-Top Ford MobilityTRANS - Model 2 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 82,231.00	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 350.00	$ -
0	6	Logo Application - Labor only	$ 200.00	$ -
2	7	Auxiliary Round Red Brake Lights (2)	$ 350.00	$ 700.00
2	8	Auxiliary Red Strobe at Rear Door	$ 575.00	$ 1,150.00
0	9	Transit PA System (to include amplifer, handheld microphone with 2 speakers	$ 650.00	$ -
0	10	Diamond Donation box	$ 590.00	$ -
2	11	REAR WHEELCHAIR LIFT	$ 8,613.00	$ 17,226.00
0	13	Alternative Fuel - All Electric Vehicle option (available on Mid-roof van only)		
2	14	Upgrade to 1,000# Lift	$ 1,050.00	$ 2,100.00
0	15		$ -	$ -
0	16		$ -	$ -
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$ 190,290.00

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: Using local vendor
System Name & Phone No.

Color and Style of 6" lettering:

Striping information:

Vehicle to be titled to: Rowan County
130 West Innes St
Salisbury, NC 28144

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

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

STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)

Ford Mid-Roof MobilityTRANS

3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

Ford High-Top MobilityTRANS

3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

WARRANTIES

Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.
Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.
Manufacturer's OEM standard warranty of five (5) years/unlimited miles for corrosion shall apply.
Alterer's standard warranty shall apply.
Wheelchair/mobility Aid Lift and related components shall have a limited warranty of five (5) years.
The air conditioning system and related components that are not a part of the chassis or body shall have a minimum warranty of two (2) years.
The tires shall have a warranty with a minimum of 50,000 miles on tread life.
Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior to the application of undercoating material.

DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.

VEHICLE ORDER FORM INSTRUCTIONS

1. **VERIFY FY23 BUDGET INFORMATION**
   - **A.** CHECK YOUR CURRENT CAPITAL BUDGET TO VERIFY IT IS THE SAME AS BOT APPROVAL OR INDICATES CHANGES AS DISCUSSED WITH YOUR REGIONAL GRANT SPECIALIST.
   - **B.** IF BUDGET DOES NOT REFLECT YOUR CAPITAL APPLICATION OR CHANGES, PLEASE CONTACT YOUR RGS.
   - **C. BUDGET CHANGES MUST BE APPROVED AND REVISED BEFORE VEHICLES CAN BE ORDERED.**

2. **COMPLETE ORDER FORMS - FILL IN ALL SPACES HIGHLIGHTED WITH YELLOW**
   - **A. ENTER PURCHASE ORDER NUMBER**
   - **B. FILL IN PROJECT NUMBER**
   - **C. ORDER DATE**
   - **D. LIST NAME OF APPLICANT, CONTACT PERSON, EMAIL ADDRESS, PHONE & FAX NUMBERS**
   - **E. CHOOSE BASE VEHICLE AND ANY OPTIONS WITHIN YOUR BUDGET.**
     1) SELECT FLOOR PLAN; INDICATE NUMBER ONLY UNDER **"QUANTITY COLUMN";** COST WILL AUTOMATICALLY CALCULATE IN "TOTAL COST" COLUMN.
     2) SELECT PARTICIPATING OPTIONS; INDICATE NUMBER ONLY UNDER **"QUANTITY COLUMN"**.

   A)→ OPTIONS
   1. **THE MOST POPULAR OPTIONS IN THE PAST ARE NOW STANDARD.**
   2. **SELECT THE OPTIONS YOU WISH TO ADD TO THE BASE VEHICLE.**
   3. **FOR THE LIFT VANS, BE SURE TO SELECT APPROPRIATE OPTION FOR THAT FLOOR PLAN.**

   B) LETTERING:
   1. **ALL VEHICLES ARE REQUIRED TO HAVE SYSTEM NAME AND PHONE NUMBER ON BOTH SIDES OF VEHICLES.**
   2. **SYSTEM NAME & PHONE WILL BE DETAILED ON BOTH SIDES OF THE VAN.**
   3. **COMPLETE OPTION IF VENDOR IS TO PROVIDE LETTERING.**
   4. **LEAVE OPTION WITH ZERO, "0", ON ORDER FORM IF LETTERING IS TO BE COMPLETED LOCALLY AFTER DELIVERY.**
      - **a) IN THE APPLICATION : 591 VEHICLE LETTERING AND LOGOS**
        - **1) MAXIMUM ELIGIBLE COST IS $500 FOR LETTERING AND/OR LOGOS**
        - **2) IF LETTERING DONE LOCALLY, YOU SHOULD HAVE BUDGETED COSTS UNDER 591**
        - **3) LOGOS CAN NOT REPLACE LETTERING OF SYSTEM NAME.**

   - **F. SELECTING OPTIONS OVER YOUR APPROVED BUDGET**
     1) THESE OPTIONS THAT ARE SELECTED WILL BE AT 100% LOCAL COST.
        - **A) LOGO APPLICATION: TRANSIT SYSTEM WILL PROVIDE DECAL TO VENDOR; COST IS LABOR ONLY.**
     2) TO ADD MORE LINES TO ORDER FORM, JUST COPY THE "FILL-IN BLANK" LINE.
     3) COMPLETE DESCRIPTION AND ENTER COST UNDER "UNIT COST".
   - **G. LIST SYSTEM NAME AND PHONE NUMBER - IF LETTERING OPTION IS SELECTED.**
   - **H. CHOOSE STYLE AND COLOR OF LETTERING**
   - **I. STRIPING COLOR(S) IF OPTION SELECTED.**
     1) INDICATE COLOR AND CODE NUMBER.
   - **J. COMPLETE TITLE INFORMATION**
     1) GRANT APPLICANT AND TITLE HOLDER MUST BE THE SAME.
   - **K. ADDITIONAL OPTIONS LOCATED IN SEPARATE ATTACHMENT YOU WILL RECEIVE ALONG WITH ORDER FORMS**

3. **EMAIL OR FAX ORDER FORMS AND P.O. TO VENDOR**
   - **A.** A COVER LETTER WITH THE AGENCY LETTERHEAD ON IT MAY BE USED IN LIEU OF P.O.

4. **ALL ORDERS SHOULD BE PLACED ASAP.**
   - **B.** DELIVERY WILL BE APPROXIMATELY 120-150 DAYS. **(may be subject to delays during supply chain issues)**

5. **FOR ADDITIONAL INFORMATION ON VEHICLE ORDERING, TITLE PAPERWORK AND DELIVERY - SEE VEHICLE ORDERING PROCEDURES WHICH ARE ATTACHED TO THE EMAIL.**

updated 4/2023

FY- 23 CTP REPLACEMENT CAPITAL
2023 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Interstate Transportation Sales & Service, Inc.
1321 W. Fairfield Rd, Ste 109
High Point, N.C. 27263
336-803-3111 FAX: 336-431-6114

ATTN: Ken McDowell email: krmcdowell@northstate.net

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: Project Code (Example 23-CT-00):

Order Date: (date order placed with vendor)

From: (grant applicant/recipient) Contact :

e-mail:

( ) - (phone number) ( ) - (FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	1	Mid-Roof Ford Transit X2C All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. BASE UNIT DOES NOT INCLUDE W/C LIFT; PLEASE SEE OPTIONAL FLOOR PLANS 1 & 2	$ 79,687.26	$ -
0	4	High-Top Ford Transit U4X All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. BASE UNIT DOES NOT INCLUDE W/C LIFT; PLEASE SEE OPTIONAL FLOOR PLANS 3 & 4	$ 80,907.73	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 350.00	$ -
0	6	Logo Application - Labor only	$ 200.00	$ -
0	7	Auxilliary Round Red Brake Lights (2)	$ 280.00	$ -
0	8	Auxiliary Red Strobe at Rear Door	$ 250.00	$ -
	9			
0		Transit PA System (to include amplifer, handheld microphone with 4 speakers	$ 750.00	$ -
0	10	Transit Door System (high top only)	$ 11,935.28	$ -
0	11	Donation Farebox	$ 650.00	$ -
0	12	Mid-roof Optional Floor Plan #1 (see diagram 2)	$ 2,056.17	$ -
0	13	Mid-roof Optional Floor Plan #2 (see diagram 3)	$ 5,045.38	$
0	14	High-top Optional Floor Plan #3 (See Diagram 5)	$ 782.46	$ -
0	15	High-top Optional Floor Plan #4 (See Diagram 6)	$ 5,108.87	$ -
0	16		$ -	$ -
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$ -

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: System Name & Phone No.

Color and Style of 6" lettering:

Striping information:

Vehicle to be titled to:

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

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

STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)

Ford Transit X2C

3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallc

Ford Transit U4X

3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon

WARRANTIES

Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.

Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.

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Alterer's standard warranty shall apply.

Wheelchair/mobility Aid Lift and related components shall have a limited warranty of five (5) years.

The air conditioning system and related components that are not a part of the chassis or body shall have a minimum warranty of two (2) years.

The tires shall have a warranty with a minimum of 50,000 miles on tread life.

Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior to the application of undercc

DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.

FY- 23 CTP REPLACEMENT CAPITAL
2023 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Creative Bus Sales
2529 Oneida Rd
Charlotte, NC 28269
615-618-5370 FAX: 909-465-5529

ATTN: Chris Yarber email: cyarber@creativebussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: _____ Project Code (Example 23-CT-00): _____

Order Date: _____
(date order placed with vendor)

From: _____ Contact : _____
(grant applicant/recipient) e-mail: _____

( ) - ( ) -
(phone number) (FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	2	Mid-Roof Ford MobilityTRANS **All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. NO TRANSIT DOOR SYSTEM (sliding van door only); WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11**	$ 71,160.00	$ -
0	5	High-Top Ford MobilityTRANS - Model 1 **All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11**	$ 84,557.00	$ -
0	7	High-Top Ford MobilityTRANS - Model 2 **All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11**	$ 82,231.00	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 350.00	$ -
0	6	Logo Application - Labor only	$ 200.00	$ -
0	7	Auxilliary Round Red Brake Lights (2)	$ 350.00	$ -
0	8	Auxiliary Red Strobe at Rear Door	$ 575.00	$ -
0	9	Transit PA System (to include amplifer, handheld microphone with 2 speakers	$ 650.00	$ -
0	10	Diamond Donation box	$ 590.00	$ -
0	11	REAR WHEELCHAIR LIFT	$ 8,613.00	$ -
0	13	Alternative Fuel - All Electric Vehicle option (available on Mid-roof van only)	$ 24,727.00	$
0	14		$ -	$ -
0	15		$ -	$ -
0	16		$ -	$ -
0	17		$ -	$ -

0	18		$ -	$ -
			GRAND TOTAL	$ -

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information:

System Name & Phone No.

Color and Style of 6" lettering:

Striping information:

Vehicle to be titled to:

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

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

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Ford Mid-Roof MobilityTRANS

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Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior

DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.

FY- 23 CTP REPLACEMENT CAPITAL
2023 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Palmetto Bus Sales
PO Box 2898
West Columbia, SC 29171
803-754-3827

FAX: 803-754-5326

ATTN: Barnie Smith

email: bsmith@palmettobussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: _____

Project Code (Example 23-CT-00): _____

Order Date: _____
(date order placed with vendor)

From: _____
(grant applicant/recipient)

Contact : _____

e-mail: _____

( ) - _____
(phone number)

( ) - _____
(FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diag. #	Description	Base Unit Cost	Total Cost
0	2	Mid-Roof Ford Transit **All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11. TRANSIT DOOR SYSTEM NOT ELIGIBLE FOR THIS VEHICLE TYPE.**	$ 80,235.77	$ -
0	4	High-Top Ford Transit - Model 1 **All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM NOT INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11**	$ 81,166.65	$ -
0	5	High-Top Ford Transit - Model 2 **All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR NOT SYSTEM INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11**	$ 81,268.38	$ -
0	7	High-Top Ford Transit - Model 3 **All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM NOT INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED ON THIS MODEL**	$ 86,662.11	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 975.00	$ -
0	6	Logo Application - Labor only	$ 450.00	$ -
0	7	Auxilliary Round Red Brake Lights (2)	$ 675.00	$ -
0	8	Auxiliary Red Strobe at Rear Door	$ 650.00	$ -

0	9	Transit PA System (to include amplifer, handheld microphone with 2 speakers	$ 850.00		$ -
0	10	Diamond Donation box	$ 1,100.00		$ -
0	11	WHEELCHAIR LIFT	$ 8,500.00		$ -
0	12	Alternative Fuel - Propane Bi-Fuel Conversion Kit	$ 17,500.00		$ -
0	13				$ -
0	14	Transit Door System	$ 7,500.00		$ -
0	15		$ -		$ -
0	16		$ -		$ -
0	17		$ -		$ -
0	18		$ -		$ -
				GRAND TOTAL	$ -

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: _____
System Name & Phone No.

Color and Style of 6" lettering: _____

Striping information: _____

Vehicle to be titled to: _____

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Ford Transit U4X

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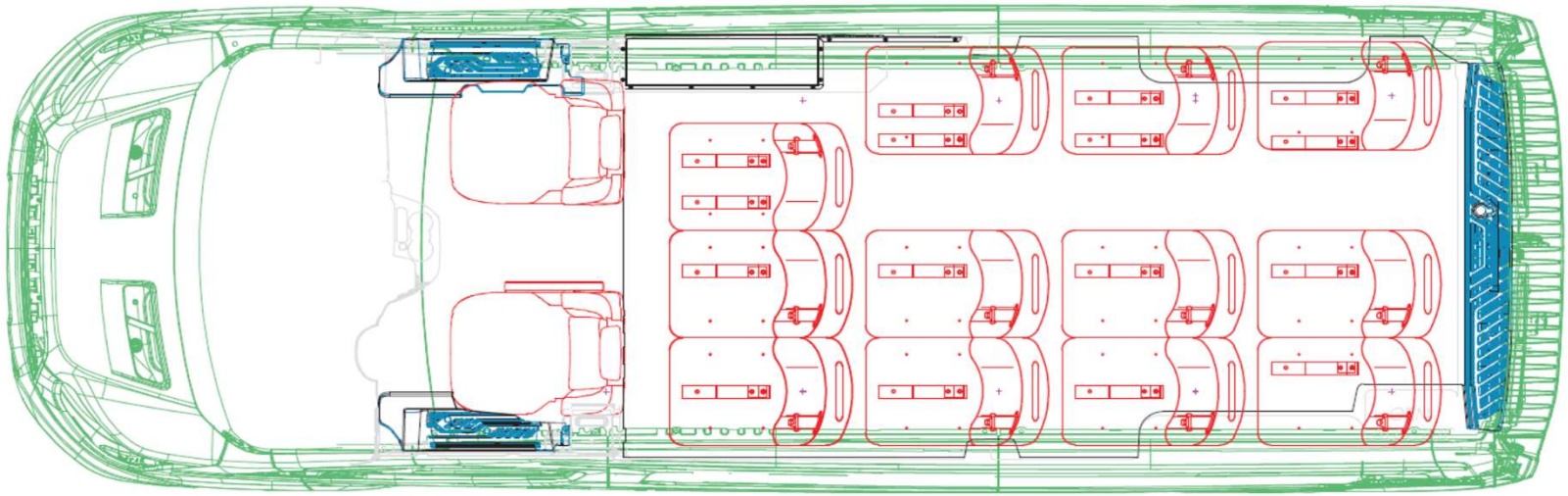
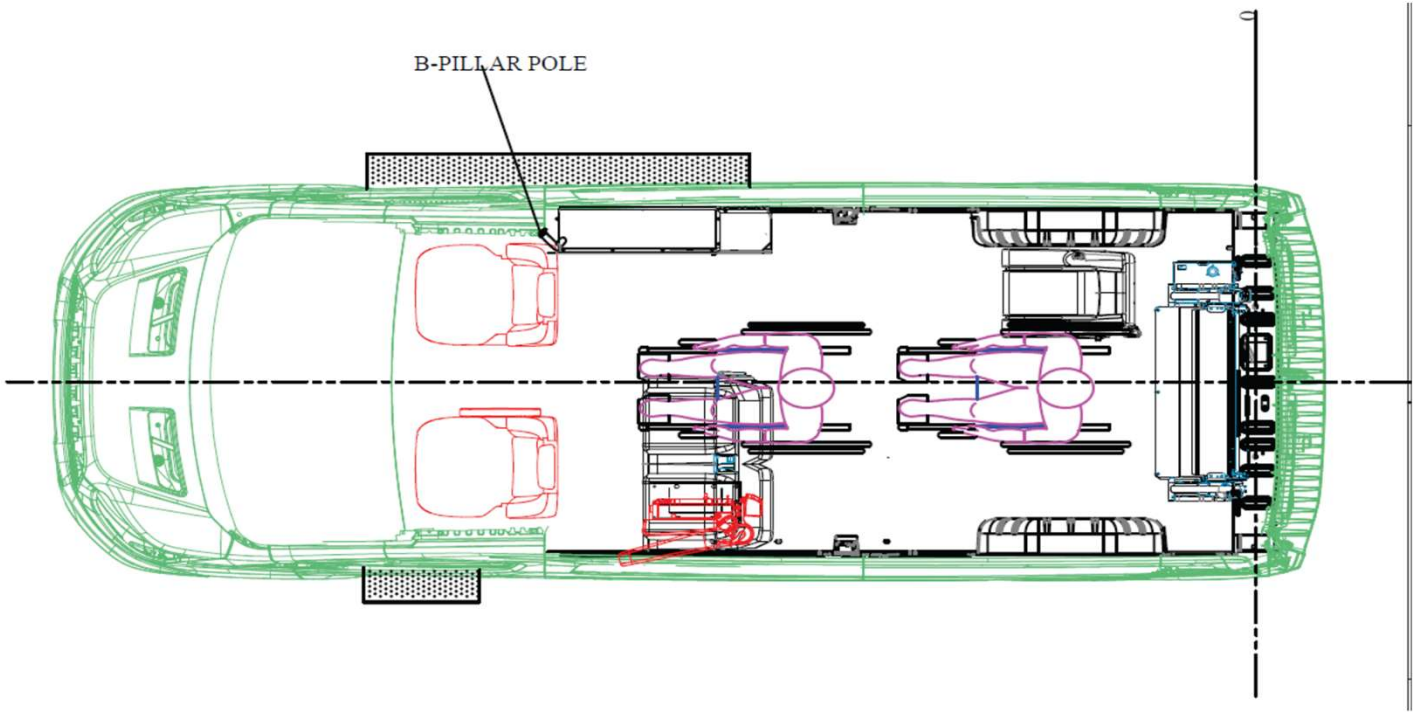
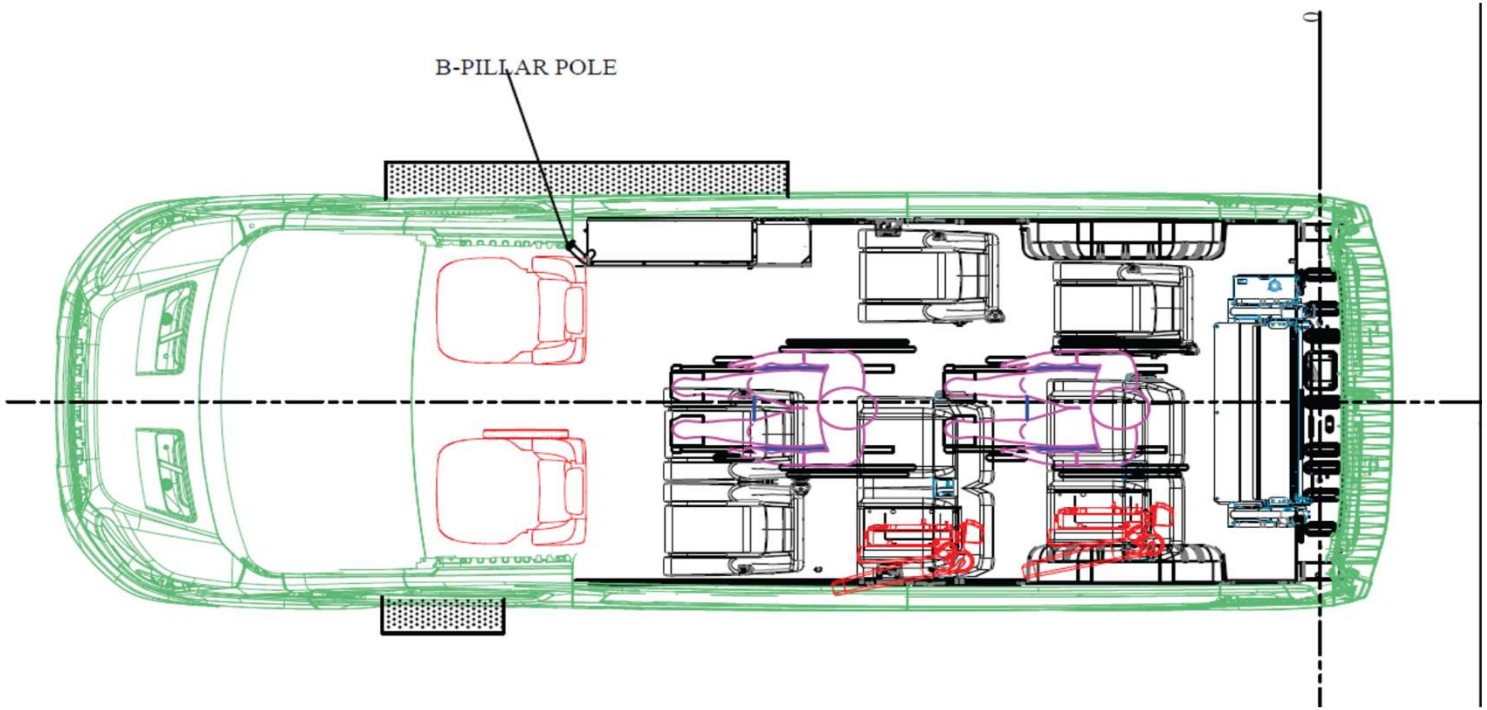
DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.




B-PILLAR POLE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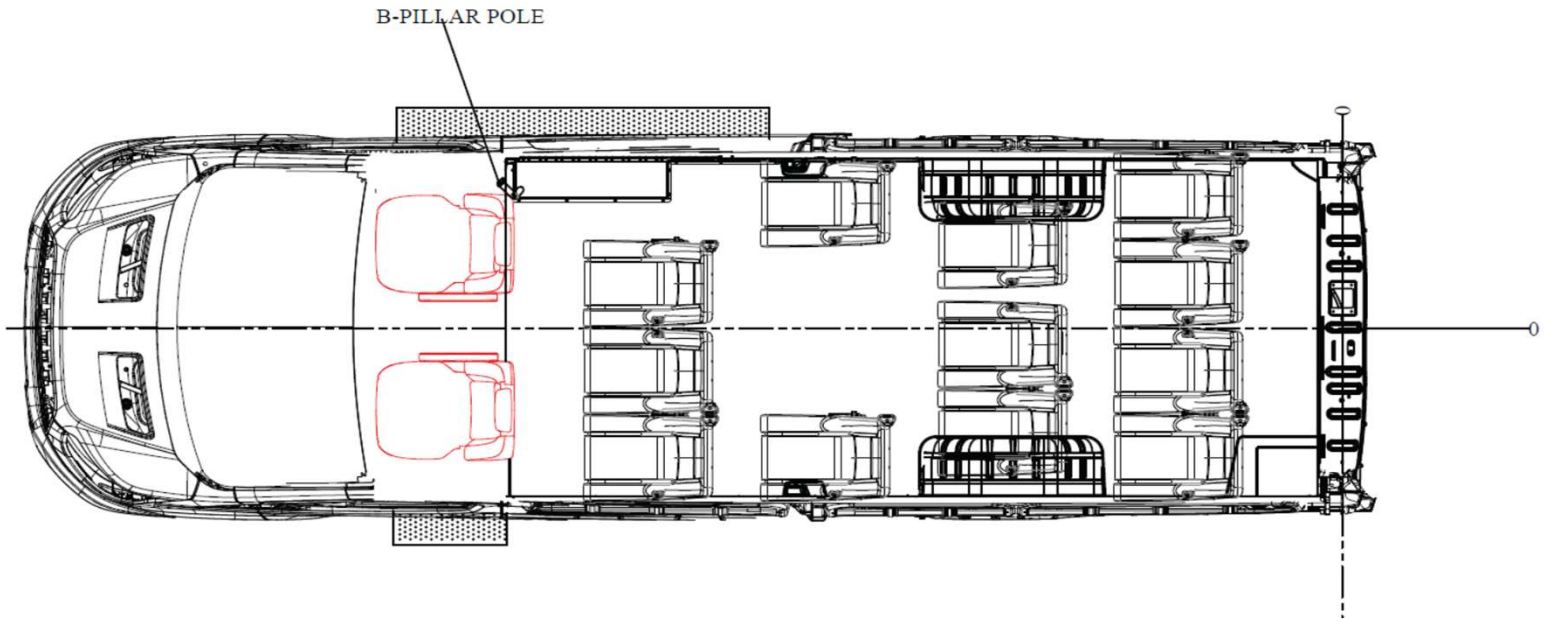
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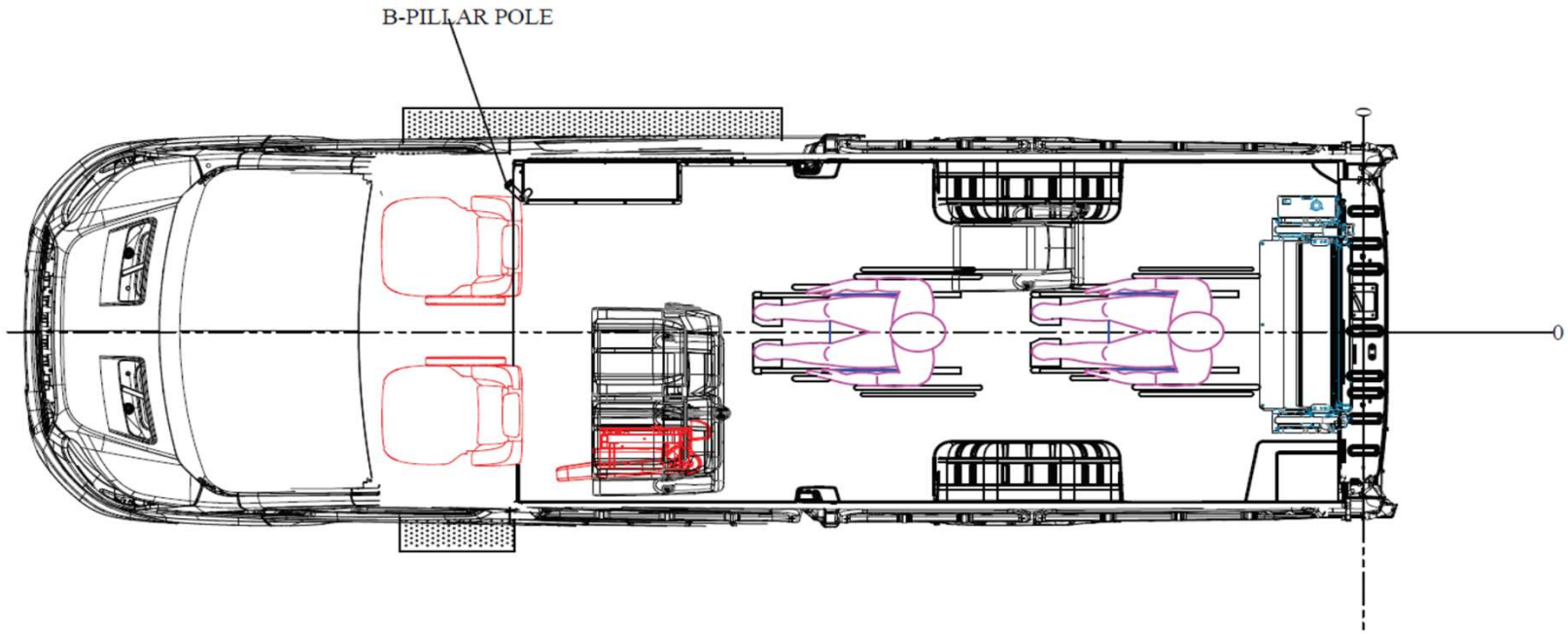
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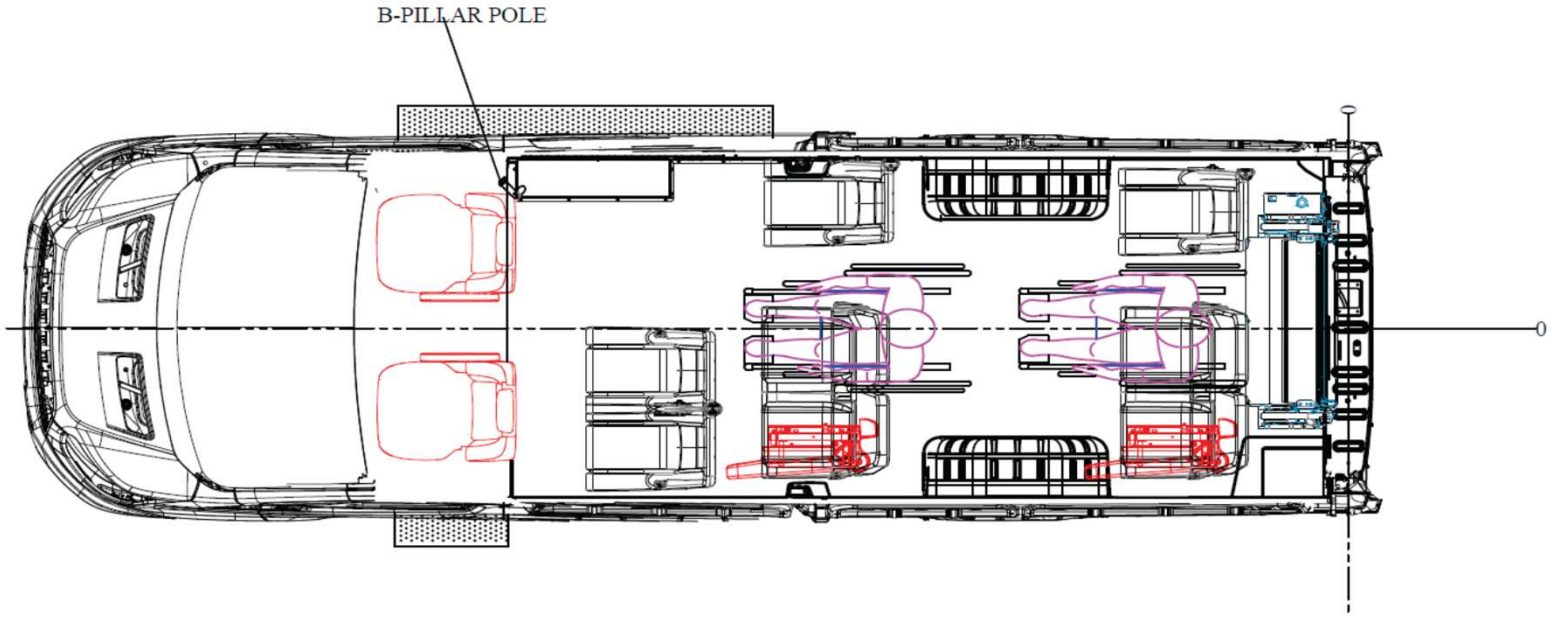
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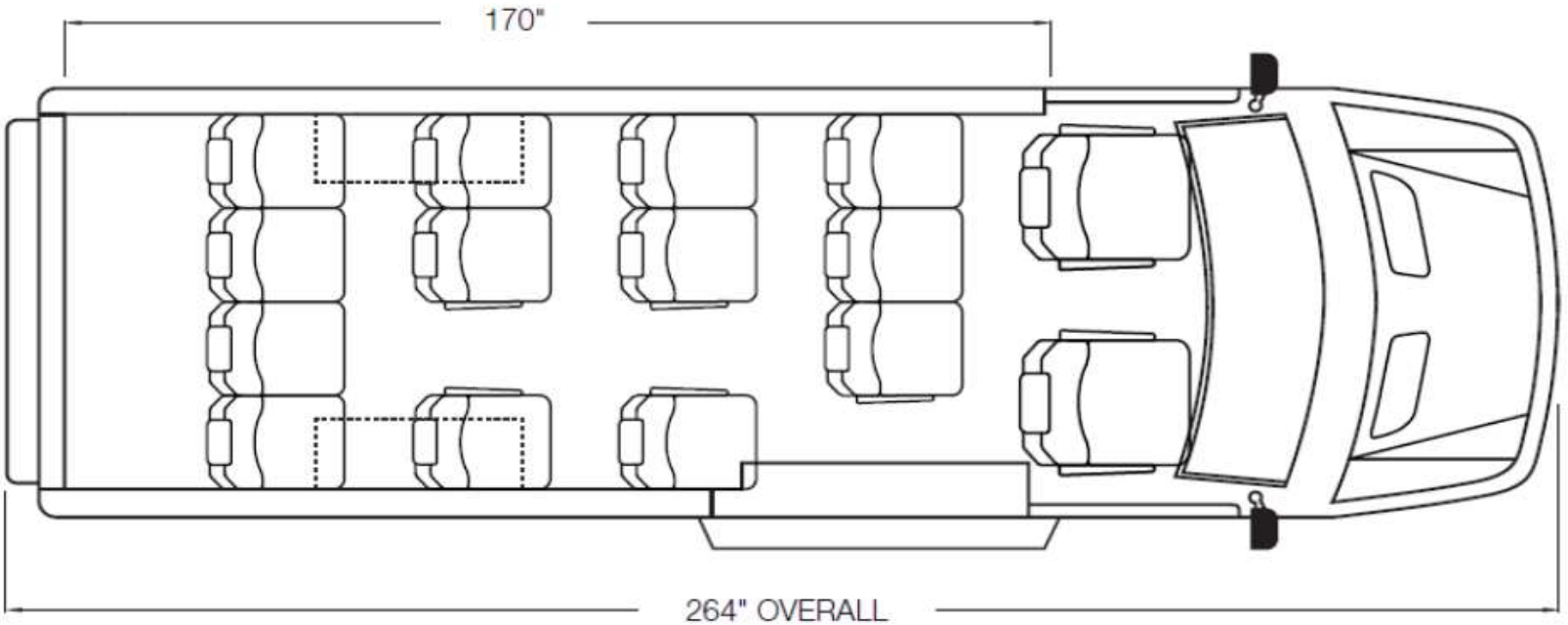
170"
264" OVERALL

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Anna Bumgarner, Finance Director
DATE: 9/5/2023
SUBJECT: Budget Amendment - Dog Exercise Area NDDAC at Rowan County Animal Shelter

---

On August 21, 2023, the Board approved the addition of a new dog exercise area at Rowan County animal shelter. The attached budget amendment is needed to cover the cost of this addition.

Board of Commissioners to approve the attached budget amendment.

ATTACHMENTS:
1. BA Dog Exercise Area
2. Memo Dog Exercise Area
3. Quote Dog Exercise Area

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To Budget for New Dog Exercise Area at New Animal Shelter

Prepared by: Teresa Sharpless
Date: 8/23/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
C/A - Animal Shelter	E	1154112-575045	24,000	
Appropriated FB - Unrestricted	R	1143390-495000	24,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 02-713
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Aug 23, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Craig Pierce, Commissioner
DATE: 8/21/2023
SUBJECT: Dog Exercise Area NDDAC at Rowan County Animal Shelter

---

As a member of the Board of Commissioners, I have worked with Shelter Guardians on additional projects for the dog adoption center. Trees and Plants Nursery & Garden Center has submitted a quote to build two (2) 24x40 Astro-turf dog exercise areas. I request the BOC Vote to approve the following items:

1.) Waive local purchasing policies requiring additional estimates.
2.) Approve the drawings of the two (2) dog exercise areas.
3.) Approve the estimate for "net payment" of $24,000 from the County to Trees and Plants Nursery & Garden Center for the scope of work outlined.
4.) Authorize staff to execute a Service Agreement consistent with the estimated and net payment quoted.

Recommendation:
Board of Commissioners to waive local policy for purchase, approve the specs and drawings, approve the net payment of $24,000 from the County to Trees and Plants Nursery & Garden Center, authorize the County staff to allocate funds and authorize the Chairperson to sign the service agreement with Trees and Plants Nursery & Garden Center.

ATTACHMENTS:
1. Quote
2. Drawing 1
3. Drawing 2
4. Drawing 3

Trees and Plants Nursery and Garden Center

2213 Mooresville Rd
Salisbury, NC 28147
NCLCLB License No 3604. Corporate License No 1733

Shelter Guardians

FOR

New Landscape Installation

Details	AMOUNT
24 X 40 Astro-turf dog exercise area	
24 X 40 segregated dog exercise area	
Excavation to 4 inches	
Removal and disposal of all excavated material	
Aggregate base course stone to a minimum depth of 4 inches	
Astro turf is antifungal rated for use in k-9 applications	
Price includes materials labor.	
	48000
1 area donated by Trees and Plants to Shelter Guardians	-24000
	24000

SUBTOTAL	$24,000.00
Sales Tax	
We cannot gurantee the viability of trees and plants that are moved	
TOTAL	$24,000.00

If you accept this quote, please sign below. This quote expires in 30 days.

x

THANK YOU FOR YOUR BUSINESS!

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Anna Bumgarner, Finance Director
DATE: 9/5/2023
SUBJECT: Budget Amendments

Please see the attached budget amendments.

Approval of attached budget amendments.

ATTACHMENTS:
1. BA's Combined - BOC 09-05
2. BA's 02-773;774;775 Combined - BOC 09-05
3. BA 02-897

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

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

Prepared by: Kelly Johnson
Date: 8/15/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Low Income Energy Assistance	E	33018-352-593011-100	$18,993	
Low Income Energy Assistance	R	33018-5317-431070-000	$18,993	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 02-465
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/15/2023		Date:	Posted by:
Signature:		Signature:	Approved by:

Anna R Burngarner Aug 16, 2023

Project Expense Inquiry [Rowan County]

Project string

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description
Phase *	352	LIHEAP Benefit Payments	
Object *	593011	LOW INCOME ENERGY ASSISTANCE	
Sub-Task *	100	Reimbursable	Justification
Name *	LOW INCOME ENERGY ASSISTANCE		
Short Name *	LIEAP		
Status	Active		
Projected date range	07/01/2017	to 06/30/2018	Project Avail
Actual date range		to	Actual overhe
			Expense Type

Project String Balances | GL Accounts

	Project Year 2024	Project Year 2023	Project Y
Original Budget	136,500.00	720,946.00	
Transfers - In	.00	.00	
Transfers - Out	.00	.00	
Revised Budget	136,500.00	720,946.00	
Actual (Memo)	.00	45,837.84	
Encumbrances	.00	.00	
Requisitions	.00	.00	
Available	136,500.00	675,108.16	
Percent Used	0.00	6.36	

Add / Display reminder alerts on the current record

1 of 1

Project Funding Source Inquiry [Rowan County]

Project string detail

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
Program *	5317	Energy Assistance		
Object *	431070	LOW INCOME ENERGY ASST	Justification	
Frequency *	000	Non-Reportable		

Name *	LOW INCOME ENERGY ASSISTANCE	Projected date range	
Short Name *	LIEAP	Actual date range	
Status	Active	Grant	
		Budget Calc Method	

Project String Balances | Revenue Allocation | GL Accounts

	Project Year 2024	Project Year 2023	Project Yer
Original Budget	-136,500.00	-720,946.00	
Transfers - In	.00	.00	
Transfers - Out	.00	.00	
Revised Budget	-136,500.00	-720,946.00	
Actual (Memo)	.00	-46,562.39	
Available	-136,500.00	-674,383.61	
Percent Used	0.00	6.46	

Add / Display reminder alerts on the current record

1 of 1

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Social Services

FUNDING AUTHORIZATION

FUNDING SOURCE: Low-Income Home Energy Assistance Program
EFFECTIVE DATE: July 1, 2023
AUTHORIZATION #: 1
One Time Supplement

ALLOCATION PERIOD
Service Period: 6/1/2023 to 5/31/2024
Payment Period: 7/1/2023 to 6/30/2024

			Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
Co. No.	COUNTY	UEI	Federal	State	Total	Federal	State	Total	Federal	State	Total
01	ALAMANCE	FSVHYDUJ13NC5	32,176	-	32,176	-	-	-	32,176	-	32,176
02	ALEXANDER	XVEEJSNY7UX5	30,388	-	30,388	-	-	-	30,388	-	30,388
03	ALLEGHANY	GTC2BDN7SKK3	44,018	-	44,018	-	-	-	44,018	-	44,018
04	ANSON	PK8UYTSNJCC3	120,211	-	120,211	-	-	-	120,211	-	120,211
05	ASHE	PB29TLZMHUS9	33,070	-	33,070	-	-	-	33,070	-	33,070
06	AVERY	UZ19JT8IXLF3	46,253	-	46,253	-	-	-	46,253	-	46,253
07	BEAUFORT	Q14JUM5NZQ43	79,992	-	79,992	-	-	-	79,992	-	79,992
08	BERTIE	FSW9MGNZAK39	139,650	-	139,650	-	-	-	139,650	-	139,650
09	BLADEN	TLCTJWDJH1H9	13,407	-	13,407	-	-	-	13,407	-	13,407
10	BRUNSWICK	MJBMXLN9NJT5	5,810	-	5,810	-	-	-	5,810	-	5,810
11	BUNCOMBE	W5TCDKMLHE69	139,204	-	139,204	-	-	-	139,204	-	139,204
12	BURKE	KVJHUFURGDM5	214,726	-	214,726	-	-	-	214,726	-	214,726
13	CABARRUS	PF3KTEELMHVE	8,938	-	8,938	-	-	-	8,938	-	8,938
14	CALDWELL	HL4FGNJNGE97	118,535	-	118,535	-	-	-	118,535	-	118,535
15	CAMDEN	FVT7YDQSCAA5	7,821	-	7,821	-	-	-	7,821	-	7,821
16	CARTERET	UCGWJ2MQMJS8	79,322	-	79,322	-	-	-	79,322	-	79,322
17	CASWELL	CL7NKCTNQG75	34,187	-	34,187	-	-	-	34,187	-	34,187
18	CATAWBA	GYUNA9W1NFM1	95,521	-	95,521	-	-	-	95,521	-	95,521
19	CHATHAM	KE57QE2GV5F1	42,789	-	42,789	-	-	-	42,789	-	42,789
20	CHEROKEE	DCEGK6HA11M5	61,558	-	61,558	-	-	-	61,558	-	61,558
21	CHOWAN	YJJ7KT3E58F5	35,751	-	35,751	-	-	-	35,751	-	35,751
22	CLAY	HYKLQVNWLXK7	23,909	-	23,909	-	-	-	23,909	-	23,909
23	CLEVELAND	MXE2RW9DKR86	62,675	-	62,675	-	-	-	62,675	-	62,675
24	COLUMBUS	V1UAM4L87WQ7	53,850	-	53,850	-	-	-	53,850	-	53,850
25	CRAVEN	LTZ2UBLZQ214	323,988	-	323,988	-	-	-	323,988	-	323,988
26	CUMBERLAND	TH2WJPJRMGV3	11,619	-	11,619	-	-	-	11,619	-	11,619
27	CURRITUCK	VDL5DNFQX374	7,151	-	7,151	-	-	-	7,151	-	7,151
28	DARE	ELV6JGB11QK6	8,938	-	8,938	-	-	-	8,938	-	8,938
29	DAVIDSON	CSP5MUJC7KY7	37,315	-	37,315	-	-	-	37,315	-	37,315
30	DAVIE	GSJ6K8J2PD57	8,268	-	8,268	-	-	-	8,268	-	8,268
31	DUPLIN	KZN4GK52G2K3	31,282	-	31,282	-	-	-	31,282	-	31,282
32	DURHAM	U5BA6U2HLM7	6,257	-	6,257	-	-	-	6,257	-	6,257
33	EDGECOMBE	DYB5XFVEN8H3	19,887	-	19,887	-	-	-	19,887	-	19,887
34	FORSYTH	Z1VELM361423	78,875	-	78,875	-	-	-	78,875	-	78,875
35	FRANKLIN	FFKTRQCNN143	23,685	-	23,685	-	-	-	23,685	-	23,685
36	GASTON	QKY9R8A8D5J6	363,873	-	363,873	-	-	-	363,873	-	363,873
37	GATES	J414FXEB3BK3	38,879	-	38,879	-	-	-	38,879	-	38,879
38	GRAHAM	W3ITGJ1KPSD7	28,824	-	28,824	-	-	-	28,824	-	28,824
39	GRANVILLE	DAZ3PRUBU4J5	38,656	-	38,656	-	-	-	38,656	-	38,656
40	GREENE	VCU5LD71N5U3	16,312	-	16,312	-	-	-	16,312	-	16,312
41	GUILFORD	YBFQWGFJPMJ9	681,716	-	681,716	-	-	-	681,716	-	681,716
42	HALIFAX	MRLBMYNJJ3Y5	157,973	-	157,973	-	-	-	157,973	-	157,973
43	HARNETT	JBDCD8V418X7	40,331	-	40,331	-	-	-	40,331	-	40,331
44	HAYWOOD	DQHZEVAV95G5	117,306	-	117,306	-	-	-	117,306	-	117,306
45	HENDERSON	EXFKX6HH7EG7	23,462	-	23,462	-	-	-	23,462	-	23,462
46	HERTFORD	YJEUCNJ7BQK7	59,436	-	59,436	-	-	-	59,436	-	59,436
47	HOKE	C1GWSADAKK51	47,593	-	47,593	-	-	-	47,593	-	47,593

FUNDING AUTHORIZATION

FUNDING SOURCE: Low-Income Home Energy Assistance Program
EFFECTIVE DATE: July 1, 2023
AUTHORIZATION #: 1
One Time Supplement

ALLOCATION PERIOD

Service Period: 6/1/2023 to 5/31/2024
Payment Period: 7/1/2023 to 6/30/2024

			Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
	COUNTY		Federal	State	Total	Federal	State	Total	Federal	State	Total
48	HYDE	ENMJWY3HBC/S	2,905.00	-	2,905	-	-	-	2,905	-	2,905
49	IREDELL	XTNRLKJL4459	35,751	-	35,751	-	-	-	35,751	-	35,751
50	JACKSON	X7YWWY6ZPS74	68,373	-	68,373	-	-	-	68,373	-	68,373
51	JOHNSTON	SY6AGEFDHYR7	288,908	-	288,908	-	-	-	288,908	-	288,908
52	JONES	HE3NNNUE77M7	6,033	-	6,033	-	-	-	6,033	-	6,033
53	LEE	FEABUC99JWJS	18,993	-	18,993	-	-	-	18,993	-	18,993
54	LENOIR	QKUFL37VPGH6	13,854	-	13,854	-	-	-	13,854	-	13,854
55	LINCOLN	UGGQGSSRBGJS	96,303	-	96,303	-	-	-	96,303	-	96,303
56	MACON	LLPJBC6N21L3	59,882	-	59,882	-	-	-	59,882	-	59,882
57	MADISON	YQ96F8BJYTJ9	63,011	-	63,011	-	-	-	63,011	-	63,011
58	MARTIN	HA4QIH34JN53	43,795	-	43,795	-	-	-	43,795	-	43,795
59	MCDOWELL	TT3NTH2NDJ73	1,788	-	1,788	-	-	-	1,788	-	1,788
60	MECKLENBURG	EZ15XLEBMM68	30,564	-	30,564	-	-	-	30,564	-	30,564
61	MITCHELL	YLG9DGLA4CH3	69,043	-	69,043	-	-	-	69,043	-	69,043
62	MONTGOMERY	L78ZAJM3EFL3	42,231	-	42,231	-	-	-	42,231	-	42,231
63	MOORE	HFN5K55FS728	22,121	-	22,121	-	-	-	22,121	-	22,121
64	NASH	NF58K566HQM7	34,857	-	34,857	-	-	-	34,857	-	34,857
65	NEW HANOVER	F77LT2GMEJE1	1,788	-	1,788	-	-	-	1,788	-	1,788
66	NORTHAMPTON	CRA2KCAL8BA4	30,165	-	30,165	-	-	-	30,165	-	30,165
67	ONSLOW	LTXVW6QFE297	7,151	-	7,151	-	-	-	7,151	-	7,151
68	ORANGE	GFFMCW9XDA53	10,279	-	10,279	-	-	-	10,279	-	10,279
69	PAMLICO	FT59QFEALJ44	7,597	-	7,597	-	-	-	7,597	-	7,597
70	PASQUOTANK	NRDUHMGL7ZW4	48,599	-	48,599	-	-	-	48,599	-	48,599
71	PENDER	T11BEE78U9P5	4,022	-	4,022	-	-	-	4,022	-	4,022
72	PERQUIMANS	MBXQ5J2NMCK9	67,926	-	67,926	-	-	-	67,926	-	67,926
73	PERSON	FQ8LFJGMABJ4	29,048	-	29,048	-	-	-	29,048	-	29,048
74	PITT	VZNPMCLFT5R6	214,056	-	214,056	-	-	-	214,056	-	214,056
75	POLK	Q26BZPGLX4Y9	15,418	-	15,418	-	-	-	15,418	-	15,418
76	RANDOLPH	T3BUM1CVS9N5	70,161	-	70,161	-	-	-	70,161	-	70,161
77	RICHMOND	Q63FZNTJM3M4	94,180	-	94,180	-	-	-	94,180	-	94,180
78	ROBESON	LKBEJQFLAAK5	39,773	-	39,773	-	-	-	39,773	-	39,773
79	ROCKINGHAM	KGCECHUJ2243	58,542	-	58,542	-	-	-	58,542	-	58,542
80	ROWAN	GCB7UCV96NW6	18,993	-	18,993	-	-	-	18,993	-	18,993
81	RUTHERFORD	G1A1PCDJVYN8	149,035	-	149,035	-	-	-	149,035	-	149,035
82	SAMPSON	RS3KYMYTKJL3	16,088	-	16,088	-	-	-	16,088	-	16,088
83	SCOTLAND	FNVTCUQGCHM5	21,451	-	21,451	-	-	-	21,451	-	21,451
84	STANLY	UB6M7UNF17C5	259,414	-	259,414	-	-	-	259,414	-	259,414
85	STOKES	W41TRA3NUN51	36,309	-	36,309	-	-	-	36,309	-	36,309
86	SURRY	FMWETM24C9J8	104,347	-	104,347	-	-	-	104,347	-	104,347
87	SWAIN	E29GLEXDH849	22,344	-	22,344	-	-	-	22,344	-	22,344
88	TRANSYLVANIA	W51VGHGM8945	14,524	-	14,524	-	-	-	14,524	-	14,524
89	TYRRELL	JLNEVJ267518	5,586	-	5,586	-	-	-	5,586	-	5,586
90	UNION	LHMKBD4AGRJ5	249,136	-	249,136	-	-	-	249,136	-	249,136
91	VANCE	EBWNMFHTNV41	111,944	-	111,944	-	-	-	111,944	-	111,944
92	WAKE	FTJ2WJP1WMJ9	32,064	-	32,064	-	-	-	32,064	-	32,064
93	WARREN	WLTATC4JLJ54	18,993	-	18,993	-	-	-	18,993	-	18,993
94	WASHINGTON	QWR2EQJFTEE4	14,971	-	14,971	-	-	-	14,971	-	14,971
95	WATAUGA	X7B4UX1QQMX6	57,871	-	57,871	-	-	-	57,871	-	57,871
96	WAYNE	DACFHCLQKM51	27,707	-	27,707	-	-	-	27,707	-	27,707
97	WILKES	M34KKHY2NNF3	74,853	-	74,853	-	-	-	74,853	-	74,853
98	WILSON	ME2DJHMYWG55	39,996	-	39,996	-	-	-	39,996	-	39,996
99	YADKIN	PLCDT7JFA8B1	16,870	-	16,870	-	-	-	16,870	-	16,870
100	YANCEY	L9BMCUHKCCJ8	42,454	-	42,454	-	-	-	42,454	-	42,454
	Total		6,627,454	0	6,627,454	0	0	0	6,627,454	0	6,627,454

FUNDING AUTHORIZATION

FUNDING SOURCE: Low-Income Home Energy Assistance Program
EFFECTIVE DATE: July 1, 2023
AUTHORIZATION #: 1
One Time Supplement

ALLOCATION PERIOD

Service Period:	6/1/2023	to	5/31/2024
Payment Period:	7/1/2023	to	6/30/2024

Funding Source	Low-Income Home Energy Assistance Program
Project Description:	*The LIHEAP provides assistance to families with home energy costs.*
Research & Development:	☐ Yes ☑ No
CFDA Number:	93.568
CFDA Name:	Low-Income Home Energy Assistance Program
Award Name:	Low-Income Home Energy Assistance Program
Award Number:	2301NCLIEE
Award Date:	FFY2023
Federal Agency:	DHHS/ACF

GRANT INFORMATION:
This represents 100% Federal dollars

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

XS411 Heading:	LIHEAP
Tracked on XS411:	Federal Share 100%

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

AUTHORIZED SIGNATURE

Date: August 9, 2023

BA-02-465 - BOC 09-05

Final Audit Report 2023-08-17

Created:	2023-08-16
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIk5pFXoQhj2IaNKs04-9WvK2EY3-u-RQ

"BA-02-465 - BOC 09-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-08-16 - 6:57:02 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-08-16 - 6:57:40 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-08-17 - 1:53:41 AM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-08-17 - 1:53:41 AM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To acknowledge donation to purchase bloodhound K-9 and other expenses

Prepared by: Teresa Sharpless

Date: 8/11/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Public Safety Donation	R	1144410-464002-44102	17,500	
C/A - Furn & Equip	E	1154410-575090-44102	7,900	
Donation Expenses	E	1154410-583001-44102	9,600	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 22-526
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Aug 22, 2023		Date:	Posted by:
Signature: Anna R Burngasser		Signature:	Approved by:

Sharpless, Teresa F.

From: Bevis, Lisa F
Sent: Friday, August 11, 2023 3:19 PM
To: Sharpless, Teresa F.; Bumgarner, Anna R
Cc: Odell, Mitzi C
Subject: RE: New Accounts

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Teresa,

Please prepare a BA:
Increasing Revenue $17,500
Increasing C/A $7,900
Increasing Donation Expense $9,600

Acknowledge donation to purchase bloodhound and related expenses.

Depending on what is purchased, we may have to move $$ between expense accounts.

After this goes to the BOC and is approved/posted I will prepare a je.

Thanks.

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Friday, August 11, 2023 2:37 PM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Subject: RE: New Accounts

Hi Lisa,
I have added the new accounts below in red for you. Please let me know if you need anything else.

Thanks
Teresa

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Sent: Friday, August 11, 2023 1:22 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Subject: New Accounts

Hi Teresa,

Can you set up 3 new accounts in 4410, attaching the same project number to the accounts, please?
One Revenue-Donations - 1144410-464002-44102

One Expense-C/A Furniture & Fixtures – 1154410-575090-44102
One Expense-Donation Expense – 1154410-583001-44102

This specific project is going to be for the bloodhound that was purchased. Once we have the accounts, I will send info for a BA, and then prepare a je to move expenses that have been paid.
Please let me know if you have any questions.
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-02-526 - BOC 09-05

Final Audit Report 2023-08-22

Created:	2023-08-18
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq1V5UHJIR7ITkqQXCYqg9oEb64FDRevy

"BA-02-526 - BOC 09-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-08-18 - 4:34:24 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-08-18 - 4:35:06 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-08-22 - 5:26:45 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-08-22 - 5:26:45 PM GMT

ROWAN COUNTY

RTMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: *To align budget with awarded amount for Smart Start CCHC for FY24
To cover salary and fringe for FY24

Prepared by: Lindsey Hinson

Date: 8/8/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
SMART START CCHC	R	11452293-434036		22177.
CCHC: SALARY	E	1155229-510005		14831
CCHC: HEALTH INS	E	1155229-520005		3975
CCHC: MEDICARE	E	1155229-520010		150
CCHC: RETIREMENT	E	1155229-520015		1871
CCHC: SOCIAL SECURITY	E	1155229-520020		644
CCHC: WORKERS COMP	E	1155229-520025		206
CCHC: 401K	E	1155229-520030		430
CCHC: TRAVEL	E	1155229-558000		875
CCHC: TRAINING	E	1155229-559000		300
CCHC: OFFICE SUPPLIES	E	1155229-561005	800	
CCHC: DUES & SUBSCRIPTIONS	E	1155229-564050		55
FB-Unrestricted	R	1143390-495000		360.-

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 02-527
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/11/2023		Date:	Posted by:
Signature: Alyssa Y. Harris		Signature:	Approved by:

Anna R Burngarner Aug 22, 2023

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

August 8, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align with the awarded amount from Smart Start Rowan CCHC for FY24.

Kind Regards,

Alyssa Harris

Alyssa Harris, Public Health Director

DIRECT SERVICES PROVIDER
FINANCIAL STATUS REPORT - PART 1

Smart Start Approved Budget

(1) Local Partnership Name: Smart Start Rowan	(5) Contract # 2018-214
(2) Direct Services Provider Name: Rowan County Health Department	(6) Contract Period: 7-1-2023 through 6-30-2024
(3) Activity Name: Child Care Health Consultant (CCHC)	(7) Period Covered by Column D: July 1,2023 through July 31, 2023
(4) Final Report ( ) Amended Report ( )	(8) Period Covered by Column C: July 2023

Expenditure Categories	(9) A. Approved Budget	(10) B. Previously Reported Expenditures	(11) C. Current Period Expenditures	(12) D. Year to Date Expenditures (Column B+C)	(13) E. Unexpended Budget (Column A-D)
11) Personnel	$50,388.00	$0.00	$5,653.68	$5,653.68	$44,734.32
12) Contracted Services	$0.00	$0.00	$0.00	$0.00	$0.00
13) Total Personnel/ Contracted Services Costs	**$ 50,388.00**	**$0.00**	**$5,653.68**	**$5,653.68**	**$ 44,734.32**
14) Office Supplies & Materials	$1,000.00	$0.00	$0.00	$0.00	$1,000.00
15) Service Related Supplies	$0.00	$0.00	$0.00	$0.00	$0.00
16) Total Supplies & Materials Costs	**$1,000.00**	**$0.00**	**$0.00**	**$0.00**	**$1,000.00**
17) Travel	$ 1,200.00	$0.00	$0.00	$0.00	$1,200.00
18) Communications & Postage	$0.00	$0.00	$0.00	$0.00	$0.00
19) Utilities	$0.00	$0.00	$0.00	$0.00	$0.00
20) Printing & Binding	$0.00	$0.00	$0.00	$0.00	$0.00
21) Repair & Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
22) Meeting/Conference Expense	$0.00	$0.00	$0.00	$0.00	$0.00
23) Employee Training (no travel)	$200.00	$0.00	$0.00	$0.00	$200.00
24) Classified Advertising	$0.00	$0.00	$0.00	$0.00	$0.00
25) In-State Board Meeting Expense	$0.00	$0.00	$0.00	$0.00	$0.00
26) Total Non-Fixed Operating Expenses	**$ 1,400.00**	**$0.00**	**$0.00**	**$0.00**	**$ 1,400.00**
27) Office Rent (Land, Buildings, etc.)	$0.00	$0.00	$0.00	$0.00	$0.00
28) Furniture Rental	$0.00	$0.00	$0.00	$0.00	$0.00
29) Equipment Rental (Phones, Computer, etc.)	$0.00	$0.00	$0.00	$0.00	$0.00
30) Vehicle Rental	$0.00	$0.00	$0.00	$0.00	$0.00
31) Dues & Subscriptions	$45.00	$0.00	$0.00	$0.00	$45.00
32) Insurance & Bonding	$0.00	$0.00	$0.00	$0.00	$0.00
33) Books/Library Reference Materials	$0.00	$0.00	$0.00	$0.00	$0.00
34) Mortgage Principal, Interest and Bank Fees	$0.00	$0.00	$0.00	$0.00	$0.00
35) Other Expenses	$0.00	$0.00	$0.00	$0.00	$0.00
36) Total Fixed Charges & Other Expenses	**$45.00**	**$0.00**	**$0.00**	**$0.00**	**$45.00**
37) Buildings & Improvements	$0.00	$0.00	$0.00	$0.00	$0.00
38) Leasehold Improvements	$0.00	$0.00	$0.00	$0.00	$0.00
39) Furniture/Non-Computer Eqpt., $500+ per item	$0.00	$0.00	$0.00	$0.00	$0.00
40) Computer Equipment/Printers, $500+ per item	$0.00	$0.00	$0.00	$0.00	$0.00
41) Furniture/Eqpt., under $500 per item	$0.00	$0.00	$0.00	$0.00	$0.00
42) Total Property & Equipment Outlay	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
43) Purchase of Services	$0.00	$0.00	$0.00	$0.00	$0.00
44) Contracts With Service Providers					
45) Stipends/Scholarships/Bonuses	$0.00	$0.00	$0.00	$0.00	$0.00
46) Cash Grants and Awards	$0.00	$0.00	$0.00	$0.00	$0.00
47) Non-Cash Grants and Awards	$0.00	$0.00	$0.00	$0.00	$0.00
48) Total Services/Contracts/Grants	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
49) Total Participant Training Expense					
50) Total Budgeted Expenditures	**$ 52,833.00**	**$0.00**	**$5,653.68**	**$5,653.68**	**$ 47,179.32**

Rowan City Budget

Smart Start Rowan		
Budget		
SSR Fiscal Year: 2023-2024		
Local Organization Name: Smart Start Rowan, Inc.		
Activity Name: Child Care Health Consultant		
Expense Items	**SSR Funding Request**	**Budget Narrative**
11) Personnel		
5110 Salary & Wages	$72,925.00	Includes estimated salary and fringe taking into consideration county COLA increase
5120 Social Security (Employer Match)		
5130 Retirement		
5141 Disability Insurance		
5142 Health Insurance		
5143 Dental insurance		
5144 Life Insurance		
5150 Unemployment Insurance		
5160 Worker's Compensation		
12) Contracted Services		
5210 Accounting/Tax Service		
5220 Legal Service		
5230 Temporary Service		
5240 Payroll Service		
5250 Management Service		
5260 Honorariums		
5271 Strategic Planning/Collaboration		
5272 CCR &R planning		
5273 Other…Includes janitorial/maintenance		
13) Total Personnel/Contracted Service	**$ 72,925.00**	
14) Office supplies & Materials		
5311 Office supplies	$1,000.00 Increased by $860	Used for purchase of program supplies such as paper, folder (pocket, file, accordion), calendars, various desk supplies (pens, pencils, correction tape, labels, markers, staples, tape, etc.) For
5315 Kitchen Supplies		
5313 Computer Supplies		
5314 Janitorial Supplies		
5391 Sales Tax – 4.75% State Portion		
5392 Sales Tax –2.25%- Your County		
15) Service Related Supplies		

5381 Educational Supplies/Materials		
5382 Medical supplies/Materials		
5383 Automotive Supplies/Materials		
5384 Promotional Supplies		
16) Total Supplies & Materials	**$ 1,000.00**	
17) Travel		
5411 In State-Mileage	$1,200.00 decreased by $875	CCHC travel to visit child care providers /centers in the county. Additional travel to initial CCHC trainings, quarterly CCHC meetings in Greensboro, annual CCHC conference in Chapel Hill, and any others required per program .
5412 In State-Meals		
5413 In State-Hotel		
5414 Out of State-Mileage		
5415 Out of State-Meals		
5416 Out of State-Hotel		
18) Communications & Postage		
5421Telephone/Fax/Internet/Pagers		
5422 Postage		
5423 Overnight Postage: FedEx, UPS..		
19) Utilities		
20) Printing & Binding		
21) Repair and Maintenance		
22) Meeting and Conference Expense		
5461 Mtg/Conf – Rent		
5462 Mtg/Conf - Food		
5463 Mtg/Conf – Speaker's Fee		
5464 Mtg/Conf – Child Care		

5465 Mtg/Conf – Materials & Supplies		
5466 Mtg/Conf – (non-employees)		
23) Employee Training (no travel)	$200.00 decreased by $200	Will be used to pay registration fees for annual CCHC conference and annual Smart Start Conference.
24) Classified Advertising		
25) In-State Board Meeting Expense		
5491 BD Mtg – Mileage		
5492 BD Mtg – Meals		
5493 BD Mtg – Hotel		
5494 BD Mtg – Lost Wages		
5495 BD Mtg – Child Care		
5496 BD Mtg – Training – (no Travel)		
26) Total Non-Fixed Operating Expenses	**$ 1,400.00**	
27) Office Rent (Land, Buildings, etc)		
28) Furniture Rental		
29) Equipment Rental (Phones, Computer, etc.)		
30) Vehicle Rental		
31) Dues & Subscriptions	$45.00 decreased by $55	Used for annual CCHC membership dues.
32) Insurance & Bonding		
33) Books/Library Reference Materials		
34) Other Expenses: provide explanation		
35) Total Fixed Charges & Other Expenses	**$ 45.00**	
36) Buildings & Improvements		
37) Leasehold Improvements		
38) Furniture/Non-Computer equip $500+ per item		
39) Computer Equipment/Printers, $500 + per item		
40) Furniture/Equip. under $500 per item		
41) Total Property & Equipment Outlay	**$ -**	
42) Purchases of Services		
43) Contracts with Service Providers		
44) Stipends/Scholarships/Bonuses		
45) Grants/Cash Awards		
46) Grants/Non-Cash Awards		

47) Total Services/Contracts/Grants	$ -	
48) Total Participant Training Expense		
49) Total Budgeted Expenditures	$ 75,370.00	

FOR 2024 01

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5100 HEALTH DEPARTMENT								
5120 DIRECTOR OF NURSING								
5229 SMART START-CCHC								
1155229 510005	SALARIES-REGULAR	47,749	47,749	3,670.64	3,670.64	.00	44,078.36	7.7%
1155229 510015	SALARIES-PART TIME	0	0	.00	.00	.00	.00	.0%
1155229 520005	HEALTH INSURANCE	12,720	12,720	1,060.00	1,060.00	.00	11,660.00	8.3%
1155229 520010	MEDICARE TAX	628	628	46.92	46.92	.00	581.08	7.5%
1155229 520015	RETIREMENT	6,101	6,101	473.51	473.51	.00	5,627.49	7.8%
1155229 520020	SOCIAL SECURITY TAX	2,685	2,685	200.66	200.66	.00	2,484.34	7.5%
1155229 520025	WORKERS COMPENSATIO	1,194	1,194	91.83	91.83	.00	1,102.17	7.7%
1155229 520050	401(K) CONTRIBUTION	1,418	1,418	110.12	110.12	.00	1,307.88	7.8%
1155229 533001	CONTRACTED SERVICES	0	0	.00	.00	.00	.00	.0%
1155229 555000	PRINTING	0	0	.00	.00	.00	.00	.0%
1155229 557000	POSTAGE	0	0	.00	.00	.00	.00	.0%
1155229 558000	TRAVEL	2,075	2,075	.00	.00	.00	2,075.00	.0%
1155229 558001	TRAVEL OUT OF STATE	0	0	.00	.00	.00	.00	.0%
1155229 559000	TRAINING	500	500	.00	.00	.00	500.00	.0%
1155229 561000	P-CARD CLEARING ACC	0	0	.00	.00	.00	.00	.0%
1155229 561005	OFFICE SUPPLIES	200	200	.00	.00	.00	200.00	.0%
1155229 561015	EDUCATIONAL SUPPLIE	0	0	.00	.00	.00	.00	.0%
1155229 561095	SUPPLIES:OTHER SMAL	0	0	.00	.00	.00	.00	.0%
1155229 564050	DUES AND SUBSCRIPTI	100	100	.00	.00	.00	100.00	.0%
1155229 576070	F/A-DP EQUIPMENT	0	0	.00	.00	.00	.00	.0%
1155229 583053	NONCASH GRANTS/AWAR	0	0	.00	.00	.00	.00	.0%
TOTAL SMART START-CCHC		75,370	75,370	5,653.68	5,653.68	.00	69,716.32	7.5%
TOTAL DIRECTOR OF NURSING		75,370	75,370	5,653.68	5,653.68	.00	69,716.32	7.5%
TOTAL HEALTH DEPARTMENT		75,370	75,370	5,653.68	5,653.68	.00	69,716.32	7.5%
TOTAL EXPENSES		75,370	75,370	5,653.68	5,653.68	.00	69,716.32	
GRAND TOTAL		75,370	75,370	5,653.68	5,653.68	.00	69,716.32	7.5%

** END OF REPORT - Generated by Karla L Aldridge **

Aldridge, Karla L

From: Amy Brown <abrown@smartstartrowan.org>
Sent: Tuesday, July 25, 2023 3:44 PM
To: Worley, Angela L.; Cruz, Kimberly M
Cc: Aldridge, Karla L; Cinthia Rodriguez
Subject: Fiscal Year 23-24 Contracting

Hi Angie & Kimmy,

Wanted to let you know that, today, we finally received our fully executed Smart Start contract for the new fiscal year, 2023-2024. When Cinthia returns from vacation next week, she'll get you the pre-contracting information as soon as possible, so that we can go ahead and get your contract with us executed in the next few weeks. Please hold off on submission of your July 2023 FSR until all of that is completed.

Your initial budget that our Board and the state have approved for CCHC is $52,833. That's equal to 100% of your end of year budget for FY 2022-2023. We know that Kimmy didn't start until October of last FY, so as we always do, we should be able to add more funds to your contract around mid-year or sooner.

Feel free to let me know if you have any questions. Have a great rest of the week!

Amy

Amy Brown
Executive Director
Smart Start Rowan
1329 Jake Alexander Blvd. S, Salisbury, NC 28146
Phone: (704) 630-9085; Fax: (704) 603-3379

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name	Kimberly Cruz				
Position Title					
Hours *(per week)*	40	Increase		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		$ 32,918.00	$ -	$ -	$ 32,918.00
Health Insurance	$1,060 / Mo	8,745.00	-	-	8,750.00
Medicare	1.45%	478.00	-	-	480.00
Retirement	12.85%	4,230.00	-	-	4,230.00
Social Security	6.20%	2,041.00	-	-	2,050.00
Workers Comp (Varies)	3.00%	988.00	-	-	990.00
401(k)	3.00%	988.00	-	-	990.00
Total Salary / Benefits		50,388.00	-	-	50,408.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 50,388.00	$ -	$ -	$ 50,408.00

BA-02-527 - BOC 09-05

Final Audit Report 2023-08-22

Created:	2023-08-18
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4exbX8UrRuQHPJI_qUsOkpSeBf4-KKfg

"BA-02-527 - BOC 09-05" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To correct reserved funds from FY 2023 for Cooperative Extension. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 08/15/23

BUDGET INFORMATION: Reviewed: KHB

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	1144955-495010		1,140
4-H - General	E	1154955-583073		1,140

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 02-530
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Aug 22, 2023		Date:	Posted by:
Signature: Anna R Burrgainer		Signature:	Approved by:

Rowan County 4-H
PALS

2727-A Old Concord Road
Salisbury, NC 28146
rowan.ces.ncsu.edu
P: 704-216-8970
F: 704-216-8985

INVOICE

July 19, 2023

To:
Rowan County CES (4-H account)

FY23
V# 13678
Acct 1154955 -583073

From:
Carole Massey, Treasurer
Rowan County 4-H PALS
2727-A Old Concord Road
Salisbury, NC 28146

8/14/23

Item/Event	Cost
4-H District Activity Day Chick-fil-A sandwich reimbursement	$1,140.00
Total Owed	**$1,140.00**

Please make your check payable to **Rowan County 4-H PALS** and mail to the address listed above.

If you have any questions with this invoice, please contact Rowan County 4-H Agent, Laura Allen, at laura_allen@ncsu.edu or 704-216-8970 or Rowan County 4-H PALS Treasurer, Carole Massey, at caroleamas@aol.com or 704-519-9421.

NC Cooperative Extension is an equal opportunity provider.

NC COOPERATIVE EXTENSION

BA-02-530 - BOC 09-05

Final Audit Report 2023-08-22

Created:	2023-08-18
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIpb-oee88wEpqlLoXr_clyDxR6-hMfaX

"BA-02-530 - BOC 09-05" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Animal Services Grants and to budget for ARPA funds. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 08/16/23

BUDGET INFORMATION: Reviewed: LHB

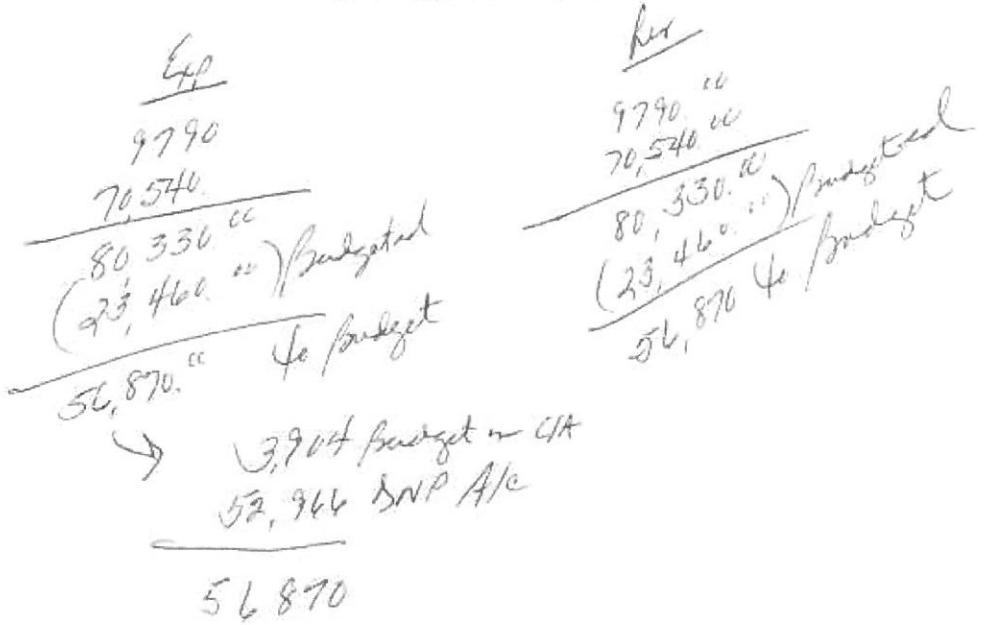
ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
NC Science Museums Grant	R	1146235-434080	56,870	
Grant - DNP Wildlife & Nat Ctr	E	1156235-585019	52,966	
C/A Other Improvement	E	1156235-574000	3,904	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 02-532
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Aug 22, 2023		Date:	Posted by:
Signature: Anna R Burrgauer		Signature:	Approved by:

ROWAN COUNTY
NATURE CENTER - RESERVES
For Fiscal Year Ended June 30, 2023

Area of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Account Numbers	Expenditures	Encumbrances	Ending Balance
NC Science Museums Grant - FY 21-22	70,396.10	1146440-434080	-	1156440-510015/520010/520020/520025/585019/563015	(70,396.10)	-	-
NC Science Museums Grant - FY 22-23	-	1146440-434080	75,000.00	1156440-585019/CA/Training	(75,007.74)		(7.74)
ARPA	-	1146440-434080	70,540.63	1156440-510015/520010/520020/520025/585019	(60,742.76)		9,789.87
Rowan Wild	-	1146440-434024	16,287.00	Revenue Replacement Funds from prior years	(16,287.00)		-
Total	$ 70,396.10		$ 161,826.63		$ (222,440.60)	$ -	$ 9,782.13

		ARPA FY24	
		9,790.00	Carry over
Sal & Benefits	39,673.35	70,540.00	2nd revenue
Educational Supplies	6,722.75	(23,460.00)	Glover contract
DNP	24,000.00	-	Bogle contract
FY21-22	70,396.10	56,870.00	Bogle contract a part of this



BA-02-532 - BOC 09-05

Final Audit Report 2023-08-22

Created:	2023-08-18
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQjdq4RNng1Q0wRKk-tSSsoSeotRIa9pV

"BA-02-532 - BOC 09-05" History

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ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL — To align the budget with AA914 ARPA Addressing Lead in Water & Lead-Based Paint in Public Schools & Child Care Facilities funding

Prepared by: Karla Aldridge

Date: 8/22/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
AA914 ARPA Child Lead	R	11451853-434038-51851	14,144	
Salary	E	1155185-510005-51851	10,506	
Health Ins	E	1155185-520005-51851	1,060	
Medicare	E	1155185-520010-51851	153	
Retirement	E	1155185-520015-51851	1,351	
SS Tax	E	1155185-520020-51851	652	
Workers Comp	E	1155185-520025-51851	106	
401 (k)	E	1155185-520030-52851	316	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 02-708
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 08/23/23		Date:	Posted by:
Signature:		Signature:	Approved by:

Anna R Burrgauer Aug 23, 2023

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

August 22, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with AA914 ARPA Addressing Lead in Water and Lead-Based Paint in Public Schools & Child Care Facilities funding.

Kind Regards,

Alyssa Harris, Public Health Director

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name	Health				
Position Title	Brittney Curry				
Hours *(per week)*		Increase		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		$ 10,506.00	$ -	$ -	$ 10,506.00
Health Insurance	$1,060 / Mo	1,060.00	-	-	1,060.00
Medicare	1.45%	153.00	-	-	160.00
Retirement	12.85%	1,351.00	-	-	1,360.00
Social Security	6.20%	652.00	-	-	660.00
Workers Comp (Varies)	1.00%	106.00	-	-	110.00
401(k)	3.00%	316.00	-	-	320.00
Total Salary / Benefits		14,144.00	-	-	14,176.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		$ 14,144.00	$ -	$ -	$ 14,176.00

Division of Public Health
Agreement Addendum
FY 23-24

Rowan County Public Health **Local Health Department Legal Name**	Environmental Health Section / Lead and Asbestos Branch **DPH Section / Branch Name**
914 ARPA Addressing Lead in Water and Lead-Based Paint in Public Schools and Child Care Facilities **Activity Number and Description**	Ed Norman /919) 218-6511 ed.norman@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2023 – 05/31/2024 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2023 – 06/30/2024 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

1. **Background:**

Lead and asbestos are well known to be hazardous to human health and particularly the health of children, whose bodies are still developing and who are therefore uniquely vulnerable to the risks posed by lead and asbestos. Although the use of certain materials containing lead and asbestos has been banned in the United States, exposure to both lead and asbestos hazards can still occur in the built environment through things like deteriorating lead-based paint, lead-containing pipes, plumbing, fixtures, and solder that are used to carry drinking water, asbestos ceiling and floor tiles, asbestos insulation, and other products and materials containing lead or asbestos. Exposure to lead and asbestos hazards can be prevented by inspecting facilities and then restricting access to, remediating, or abating any hazards that are identified through the inspection process.

In Session Law 2021-180 Senate Bill 105, the North Carolina General Assembly appropriated $150 million in funds from the American Rescue Plan Act of 2021 (ARPA) via the State Fiscal Recovery Fund (SFRF), directing the Division of Public Health (DPH) to establish programs for the detection and remediation of lead and asbestos in public school units and licensed child care facilities. Of that amount, $32,812,500 was to be used to fund a program for lead testing and remediation in drinking water and $117,187,500 was to be used to fund a program for inspecting and addressing (e.g., remediation, abatement) lead-based paint and asbestos hazards. Collectively, the two programs make up the "Lead and Asbestos Inspection, Testing, Abatement, and Remediation in North Carolina Public Schools and Licensed Child Care Facilities" project. As allowed by the Session Law, DPH staff in the Environmental Health Section proposed permanent administrative rules 10A NCAC 41A .1001-.1007 to

Alyssa Harris — 03/14/2023
Health Director Signature (use blue ink or verifiable digital signature) — Date

LHD to complete: (For DPH to contact in case follow-up information is needed.)	LHD program contact name:	Brittney Curry
	Phone and email address:	704-216-8532 brittney.curry@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2022

the Commission for Public Health to support those objectives of testing, inspection, abatement and remediation. If approved by the Rules Review Commission, the permanent rules will go into effect April 1, 2023.

The "Lead and Asbestos Inspection, Testing, Abatement, and Remediation in North Carolina Public Schools and Licensed Child Care Facilities" project is large, multi-faceted, and time-sensitive. The goal of the project is to conduct the testing/remediation for lead in water and inspection/remediation for lead-based paint and asbestos at all NC public schools and licensed child care facilities. There are over 4,200 licensed child care centers, 1,250 licensed family child care homes, and 2,700 public schools across the state that may be eligible for this funding, and project work must be completed by December 31, 2026, as stated in the Session Law.

In order to be successful, DPH must rely on the combined effort of many internal and external partners, including local health departments' registered environmental health specialists. We anticipate a subset of schools and child care facilities that are tested for lead in water or inspected for lead-based paint will have identified hazards requiring follow-up activities by Children's Environmental Health Unit regional field staff. The Children's Environmental Health Unit regional field staff could not complete this work without the assistance of the LHD.

II. Purpose:

The goal of the "Lead and Asbestos Inspection, Testing, Abatement, and Remediation in North Carolina Public Schools and Licensed Child Care Facilities" project is to conduct testing and remediation for lead in water, and inspection and remediation for lead-based paint and asbestos at all North Carolina public schools and licensed child care facilities. For the entire project, those activities which require LHD assistance are expected to run from March 2023 through December 2026.

The Local Health Department supports those project goals by performing several tasks at public schools and child care facilities that are within the local health department's jurisdiction. These activities include: (1) conducting first draw, post-remediation water lead samples at schools and child care facilities according to proposed permanent administrative rules 10A NCAC 41C .1005; (2) conducting follow-up and environmental lead investigations for those schools and facilities where lead-based paint hazards are identified and remain unaddressed; (3) documenting all site visits in the lead surveillance system, NCLEAD; and (4) documenting compliance by the schools and facilities with the inspection requirements in 10A NCAC 41C .1004 during the LHD's routine site visits.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Conduct at least one site visit for every drinking water and food preparation outlet at public schools and licensed child care facilities in the county that had a lead concentration at or above the lead poisoning hazard level (≥10 parts per billion) in initial water test results and were subsequently remediated. This is estimated to occur for approximately 3% of all water samples collected. Site visits should occur within 30 days of notification that remediation has occurred. At the site visit, "first draw" water samples must be collected according to EPA 3T's method as mentioned in 10A NCAC 41C .1005 and submitted to the State Laboratory of Public Health for analysis.

2. Conduct at least one site visit to public schools and child care facilities that identified lead-based paint hazards, as mentioned in 10A NCAC 41C .1004 and which did not pursue abatement reimbursement. The purpose of each site visit is to ensure continued inaccessibility of lead hazards. Each site visit should occur within 30 days of the notification that hazards were identified for which no abatement reimbursement plans were made.

3. Be available for consultations related to water or lead-based paint hazards identified.

4. In the NCLEAD surveillance system, document all ARPA-related activities within 30 days of occurrence. This includes:

   a. all site visits for lead in water or lead-based paint

   b. all conversations with school and facility personnel, and

   c. all environmental and water sample test results that have been received from post-remediation water lead sampling.

5. In the EHIDS system, document whether a school has conducted its lead in water testing as required by 10A NCAC 41C .1005 on the school sanitation grade sheet (Form EHS 1163) comment section within 30 days of each annual inspection.

6. In the EHIDS system, document whether a child care center has conducted its lead in water testing as required by 18A NCAC 15A .2816 on the child care sanitation grade sheet (Form EHS 1617) within 30 days of each semi-annual inspection.

IV. Performance Measures / Reporting Requirements:

1. Performance shall be measured with the following metrics:

   a. Number and percentage of site visits (visit details, water test results, remediation effort) that were documented in the NCLEAD surveillance system within 30 days of the site visit.

   b. Number and percentage of site visits (visit details, documentation of inaccessibility of lead hazards) that were documented in the NCLEAD surveillance system within 30 days of the site visit.

   c. Completion of any incomplete documentation in NCLEAD within 30 days of notification that there is incomplete documentation or new lead test results. (Children's Environmental Health Unit staff will notify the LHD of any documentation that is incomplete. The State Laboratory of Public Health will notify the LHD of any lead test results that were submitted to them for analysis, so those results can be entered.)

2. Reporting Requirements

   a. Document each public school site visit and child care facility site visit in the NCLEAD surveillance system within 30 days of each visit.

   b. Enter data or upload each school sanitation grade sheet (Form EHS 1163) documenting whether the school has conducted lead in water testing as required by 10A NCAC 41C .1005 to the Environmental Health Inspection Data System (EHIDS) within 30 days of inspection.

   c. Enter data or upload each child care sanitation grade sheet (Form EHS 1617) documenting whether the child care center has conducted lead in water testing as required by 18A NCAC 15A .2816 to the Environmental Health Inspection Data System within 30 days of inspection.

V. Performance Monitoring and Quality Assurance:

The Children's Environmental Health Unit regional field staff will monitor performance during routine onsite program reviews that will occur at least annually.

The Children's Environmental Health Unit Raleigh-based staff will monitor performance through monthly reviews of reports obtained by the three data systems which will capture all data related to site

visits and test results: the NCLEAD lead surveillance system, the Project vendor's public mapper, and the Environmental Health Inspection Data System, EHIDS.

NCLEAD and the public mapper will document all test results for a school or facility, along with remediation efforts. Monitoring of the NCLEAD and public mapper data systems will occur at least monthly to identify whether site visits, test results and remediation efforts have been entered as required.

The EHIDS will detail when lead in water hazards are mentioned. This will appear as data entered directly into EHIDS or will appear on uploaded forms [either in the comment section on the school sanitation grade sheet (EHS Form 1163) or when the child care sanitation grade sheet (Form EHS 1617, item number 20) is marked to indicate that identified lead poisoning hazards were detected in accordance with NCGS 130A-131.7(7)].

If the LHD is deemed out of compliance, the Children's Environmental Health regional field staff will provide technical assistance and a corrective action plan may be requested. Funds may be withheld until the LHD is back in compliance.

VI. **Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The ARPA Lead and Asbestos Project funds are distributed based on the attached Aid-to-Counties Calculations Spreadsheet. The Local Health Department shall use this funding to support activities of the lead program including the "Lead & Asbestos Remediation in School & Child Care Facilities" ARPA-funded project.
3. Acceptable fund expenditures include, but are not limited to, sampling, shipping, analysis, travel for sample collection, if needed, data management, staff salary and fringe support, and expenditures associated with providing support to the ARPA-funded project.

Aid-to-Counties Calculation of Funds for Lead & Asbestos Remediation in Public School & Child Care Facilities Project - FY2024, June 1, 2023-May 31, 2024

Counties	Population <18 years	Weight *	Allocation ($3k min)
Alamance	37,711	1.64%	$16,432
Alexander	7,252	0.32%	$3,160
Alleghany	1,851	0.08%	$3,000
Anson	4,367	0.19%	$3,000
Ashe	4,624	0.20%	$3,000
Avery	2,617	0.11%	$3,000
Beaufort	8,841	0.39%	$3,852
Bertie	3,121	0.14%	$3,000
Bladen	6,010	0.26%	$3,000
Brunswick	20,094	0.88%	$8,756
Buncombe	49,040	2.14%	$19,873
Burke	16,113	0.70%	$7,021
Cabarrus	57,354	2.50%	$23,242
Caldwell	16,050	0.70%	$6,993
Camden	2,340	0.10%	$3,000
Carteret	11,642	0.51%	$5,073
Caswel	4,252	0.19%	$3,000
Catawba	35,174	1.53%	$15,326
Chatham	15,181	0.66%	$6,615
Cherokee	4,748	0.21%	$3,000
Chowan	2,726	0.12%	$3,000
Clay	1,852	0.08%	$3,000
Cleveland	21,795	0.95%	$9,497
Columbus	10,479	0.46%	$4,565
Craven	21,453	0.93%	$9,348
Cumberland	82,676	3.60%	$33,504
Currituck	6,154	0.27%	$3,000
Dare	6,903	0.30%	$3,008
Davidson	36,656	1.60%	$15,973
Davie	8,927	0.39%	$3,890
Duplin	11,594	0.51%	$5,052
Durham	66,266	2.89%	$26,853
Edgecombe	11,003	0.48%	$4,794
Forsyth	86,646	3.78%	$35,194
Franklin	14,949	0.65%	$6,514
Gaston	51,059	2.22%	$20,691
Gates	2,117	0.09%	$3,000
Graham	4,444	0.19%	$3,000
Granville	12,503	0.54%	$5,448
Greene	4,070	0.18%	$3,000
Guilford	119,627	5.21%	$48,477
Halifax	10,306	0.45%	$4,491
Harnett	34,327	1.50%	$14,957
Haywood	11,300	0.49%	$4,924
Henderson	21,745	0.95%	$9,475
Hertford	3,987	0.17%	$3,000
Hoke	14,114	0.62%	$6,150
Hyde	780	0.03%	$3,000
Iredell	42,379	1.85%	$18,466
Jackson	7,070	0.31%	$3,081

Counties	Population <18 years	Weight *	Allocation ($3k min)
Johnston	54,432	2.37%	$22,056
Jones	1,669	0.07%	$3,000
Lee	14,999	0.65%	$6,535
Lenoir	12,347	0.54%	$5,380
Lincoln	18,317	0.80%	$7,981
Macon	6,811	0.30%	$3,000
Madison	3,709	0.16%	$3,000
Martin	4,450	0.19%	$3,000
McDowell	8,916	0.39%	$3,885
Mecklenburg	259,907	11.33%	$105,323
Mitchell	2,727	0.12%	$3,000
Montgomery	5,588	0.24%	$3,000
Moore	21,342	0.93%	$9,299
Nash	20,703	0.90%	$9,021
New Hanover	41,078	1.79%	$17,899
Northampton	3,005	0.13%	$3,000
Onslow	50,326	2.19%	$20,394
Orange	28,550	1.24%	$12,440
Pamlico	1,854	0.08%	$3,000
Pasquotank	8,925	0.39%	$3,889
Pender	13,365	0.58%	$5,824
Perquimans	2,419	0.11%	$3,000
Person	8,054	0.35%	$3,509
Pitt	36,092	1.57%	$15,725
Polk	3,034	0.13%	$3,000
Randolph	32,006	1.39%	$13,946
Richmond	9,878	0.43%	$4,304
Robeson	28,783	1.25%	$12,542
Rockingham	18,310	0.80%	$7,978
Rowan	32,459	1.41%	$14,144
Rutherford	13,082	0.57%	$5,700
Sampson	14,346	0.63%	$6,251
Scotland	7,894	0.34%	$3,440
Stanly	13,438	0.59%	$5,856
Stokes	8,236	0.36%	$3,589
Surry	14,914	0.65%	$6,499
Swain	3,106	0.14%	$3,000
Transylvania	5,080	0.22%	$3,000
Tyrrell	587	0.03%	$3,000
Union	62,902	2.74%	$25,490
Vance	9,963	0.43%	$4,341
Wake	266,541	11.61%	$108,011
Warren	3,337	0.15%	$3,000
Washington	2,190	0.10%	$3,000
Watauga	6,869	0.30%	$3,000
Wayne	27,691	1.21%	$12,066
Wilkes	13,260	0.58%	$5,778
Wilson	17,884	0.78%	$7,793
Yadkin	7,741	0.34%	$3,373
Yancey	3,362	0.15%	$3,000
Total NC	**2,294,973**		**$1,012,960**

Districts				
Albemarle	31,790	1.39%	24,689	Bertie, Camden, Chowan, Currituck, Gates, Hertford, Pasquotank, Perquimans
Appalachian	13,344	0.58%	9,000	Alleghany, Ashe, Watauga
Granville-Vance	22,467	0.98%	9,789	Granville, Vance
Martin-Tyrell-Washington	7,227	0.31%	9,000	Martin, Tyrrell, Washington
Toe River	5,345	0.23%	6,000	Avery, Mitchell
Foothills	21,996	0.96%	9,585	McDowell, Rutherford

*Weight based on NC Population Under 18 years
Source: US Census Quick Facts - https://www.census.gov/quickfacts/fact/table/NC/AGE295219

FY24 - FAS federal award supplement

Activity Nbr + Name: 914 ARPA Addressing Lead in Water and Lead-Based Paint in Public Schools and Child Care Facilities

FAS Number + Reason: 1 This FAS is accompanying an AA+BE or an AA Revision+BE Revision

Assistance Listing Nbr + Name: 21.027 Coronavirus State and Local Fiscal Recovery Funds

Is award R&D? no FAIN: SLFRP0129 IDC rate: n/a Fed awd total amt: $150,000,000

Fed awd proj description: In Session Law 2021-180 Senate Bill 105, the North Carolina General Assembly appropriated $150 million in funds from the American Rescue Plan Act of 2021 (ARPA) directing DPH to establish programs for the detection and remediation of lead and asbestos in public school units and licensed child care facilities

Fed awd date + awarding agency: 05-38-21 U.S. Department of the Treasury

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	16,432	16,432	Jackson	X7YWWY6ZP574	3,081	3,081
Albemarle	WAAVS51PNMK3	24,889	24,889	Johnston	SYGAGEFDHYR7	22,058	22,058
Alexander	XVEEJ5NY7UX9	3,160	3,160	Jones	HE3NNNUE27M7	3,000	3,000
Anson	PKBUYTSNJCC3	3,000	3,000	Lee	F6ABUC99JWJ5	6,535	6,535
Appalachian	CD7BFHBBW539	9,000	9,000	Lenoir	QKUFL37VPGH6	5,380	5,380
Beaufort	RN1SXFD4LXN6	3,852	3,852	Lincoln	UGGQG5SKBGJ5	7,981	7,981
Bladen	TLCTJWDJH1H9	3,000	3,000	Macon	LLPJBC6N2LL3	3,000	3,000
Brunswick	MJBMXLN9NJT5	8,756	8,756	Madison	YQ96FBBJYTJ9	3,000	3,000
Buncombe	W5TCDKMLHE69	19,873	19,873	MTW	ZKK5GNRNBBY6	9,000	9,000
Burke	G855APCNL591	7,021	7,021	Mecklenburg	EZ15XL6BMM68	105,323	105,323
Cabarrus	RXDXNEJKJFU7	23,242	23,242	Montgomery	E7BZAJM3BFL3	3,000	3,000
Caldwell	HL4FGNJNGE97	6,993	6,993	Moore	HFN5K95FS7Z8	9,299	9,299
Carteret	UC6WJ2MQMJS8	5,073	5,073	Nash	NF58K566HQM7	9,021	9,021
Caswell	JDJ7Y7CGYC86	3,000	3,000	New Hanover	F7TLT2GMEJE1	17,899	17,899
Catawba	GYUNA9W1NFM1	15,326	15,326	Northampton	CRA2KCALBBA4	3,000	3,000
Chatham	KE57QE2GV5F1	6,615	6,615	Onslow	EGE7NBXW5JS6	20,394	20,394
Cherokee	DCEGK6HA11M5	3,000	3,000	Orange	GFFMCW9XDA53	12,440	12,440
Clay	HYKLQVNWLXK7	3,000	3,000	Pamlico	FT59QFEAU344	3,000	3,000
Cleveland	UWMUYMPVL483	9,497	9,497	Pender	T11BE678U9P5	5,824	5,824
Columbus	V1UAJ4L87WQ7	4,566	4,566	Person	FQ8LFJGMABJ4	3,509	3,509
Craven	LTZ2U8LZQ214	9,348	9,348	Pitt	VZNPMCLFT5R6	15,726	15,726
Cumberland	HALNDBWJ3GW4	33,504	33,504	Polk	QZ6BZPGLX4Y9	3,000	3,000
Dare	ELV6JGB11QK6	3,008	3,008	Randolph	T3BUM1CVS9N5	13,946	13,946
Davidson	C9P5MDJC7KY7	15,973	15,973	Richmond	Q63FZNTJM3M4	4,304	4,304
Davie	L8WBGLHZV239	3,890	3,890	Robeson	LKBEJQFLAAK5	12,542	12,542
Duplin	KZN4GK5262K3	5,052	5,052	Rockingham	KGCCCHJJZZ43	7,978	7,978
Durham	LJ5BA6U2HLM7	26,853	26,853	Rowan	GCB7UCV96NW6	14,144	14,144
Edgecombe	MAN4LX44AD17	4,794	4,794	Sampson	WRT9CSK1KJY5	6,251	6,251
Foothills	NGTEF2MQ8LL4	9,585	9,585	Scotland	FNVTCUQGCHM5	3,440	3,440
Forsyth	V6BGVQ67YPY5	35,194	35,194	Stanly	U86MZUYPL7C5	5,856	5,856
Franklin	FFKTRQCNN143	6,514	6,514	Stokes	W41TRA3NUNS1	3,589	3,589
Gaston	QKY9R8ABD5J6	20,691	20,691	Surry	FMWCTM24C9J8	6,499	6,499
Graham	L8MAVKQJTYN7	3,000	3,000	Swain	TAE3M92L4QR4	3,000	3,000
Granv-Vance	MGQJKK22EJB3	9,789	9,789	Toe River	JUA6GAUQ9UM1	6,000	6,000
Greene	VCU5LD71N9U3	3,000	3,000	Transylvania	W51VGHGM8945	3,000	3,000
Guilford	YBEQWGFJPMJ3	48,477	48,477	Union	LHMKBD4AGRJ5	25,490	25,490
Halifax	MRL8MYNJJ3Y5	4,491	4,491	Wake	FTJ2WJPLWMJ3	108,011	108,011
Harnett	JBDCD9V41BX7	14,957	14,957	Warren	TLNAU5CNHSU5	3,000	3,000
Haywood	DQHZEVAV95G5	4,924	4,924	Wayne	DACFHCLQKMS1	12,066	12,066
Henderson	TG5ARB1JLFQ5	9,475	9,475	Wilkes	M14KKHY2NNR3	5,778	5,778
Hoke	C1GWSADARX51	6,150	6,150	Wilson	ME2DJHMYWG55	7,793	7,793
Hyde	T2RSYN36NN64	3,000	3,000	Yadkin	PLCDT7JFABB1	3,373	3,373
Iredell	XTNRLKJLA459	18,466	18,466	Yancey	L98MCUHKC2J8	3,000	3,000

DPH-Aid-To-Counties For Fiscal Year: 23/24 Budgetary Estimate Number : 0

Activity 914 Service Period Payment Period		AA	2SF2 SFLA TT 06/01-05/31 07/01-06/30	Total Allocated	2SF2 SFLT TT 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	12,837	$0.00	3,595	$0.00	16,432	16,432
D1 Albemarle	*	0	19,443	$0.00	5,446	$0.00	24,889	24,889
02 Alexander	*	0	2,469	$0.00	691	$0.00	3,160	3,160
04 Anson	*	0	2,344	$0.00	656	$0.00	3,000	3,000
D2 Appalachian	*	0	7,032	$0.00	1,968	$0.00	9,000	9,000
07 Beaufort	*	0	3,009	$0.00	843	$0.00	3,852	3,852
09 Bladen	*	0	2,344	$0.00	656	$0.00	3,000	3,000
10 Brunswick	*	0	6,841	$0.00	1,915	$0.00	8,756	8,756
11 Buncombe	*	0	15,526	$0.00	4,347	$0.00	19,873	19,873
12 Burke	*	0	5,485	$0.00	1,536	$0.00	7,021	7,021
13 Cabarrus	*	0	18,158	$0.00	5,084	$0.00	23,242	23,242
14 Caldwell	*	0	5,463	$0.00	1,530	$0.00	6,993	6,993
16 Carteret	*	0	3,963	$0.00	1,110	$0.00	5,073	5,073
17 Caswell	*	0	2,344	$0.00	656	$0.00	3,000	3,000
18 Catawba	*	0	11,973	$0.00	3,353	$0.00	15,326	15,326
19 Chatham	*	0	5,168	$0.00	1,447	$0.00	6,615	6,615
20 Cherokee	*	0	2,344	$0.00	656	$0.00	3,000	3,000
22 Clay	*	0	2,344	$0.00	656	$0.00	3,000	3,000
23 Cleveland	*	0	7,419	$0.00	2,078	$0.00	9,497	9,497
24 Columbus	*	0	3,567	$0.00	999	$0.00	4,566	4,566
25 Craven	*	0	7,303	$0.00	2,045	$0.00	9,348	9,348
26 Cumberland	*	0	26,175	$0.00	7,329	$0.00	33,504	33,504
28 Dare	*	0	2,350	$0.00	658	$0.00	3,008	3,008
29 Davidson	*	0	12,479	$0.00	3,494	$0.00	15,973	15,973
30 Davie	*	0	3,039	$0.00	851	$0.00	3,890	3,890
31 Duplin	*	0	3,947	$0.00	1,105	$0.00	5,052	5,052
32 Durham	*	0	20,979	$0.00	5,874	$0.00	26,853	26,853
33 Edgecombe	*	0	3,745	$0.00	1,049	$0.00	4,794	4,794
D7 Foothills	*	0	7,488	$0.00	2,097	$0.00	9,585	9,585
34 Forsyth	*	0	27,495	$0.00	7,699	$0.00	35,194	35,194
35 Franklin	*	0	5,089	$0.00	1,425	$0.00	6,514	6,514
36 Gaston	*	0	16,165	$0.00	4,526	$0.00	20,691	20,691
38 Graham	*	0	2,344	$0.00	656	$0.00	3,000	3,000
D3 Gran-Vance	*	0	7,647	$0.00	2,142	$0.00	9,789	9,789
40 Greene	*	0	2,344	$0.00	656	$0.00	3,000	3,000
41 Guilford	*	0	37,873	$0.00	10,604	$0.00	48,477	48,477
42 Halifax	*	0	3,508	$0.00	983	$0.00	4,491	4,491
43 Harnett	*	0	11,685	$0.00	3,272	$0.00	14,957	14,957
44 Haywood	*	0	3,847	$0.00	1,077	$0.00	4,924	4,924
45 Henderson	*	0	7,402	$0.00	2,073	$0.00	9,475	9,475
47 Hoke	*	0	4,805	$0.00	1,345	$0.00	6,150	6,150
48 Hyde	*	0	2,344	$0.00	656	$0.00	3,000	3,000
49 Iredell	*	0	14,427	$0.00	4,039	$0.00	18,466	18,466
50 Jackson	*	0	2,407	$0.00	674	$0.00	3,081	3,081
51 Johnston	*	0	17,233	$0.00	4,825	$0.00	22,058	22,058

52 Jones	*	0	2,344	$0.00	656	$0.00	3,000	3,000
53 Lee	*	0	5,105	$0.00	1,430	$0.00	6,535	6,535
54 Lenoir	*	0	4,203	$0.00	1,177	$0.00	5,380	5,380
55 Lincoln	*	0	6,235	$0.00	1,746	$0.00	7,981	7,981
56 Macon	*	0	2,344	$0.00	656	$0.00	3,000	3,000
57 Madison	*	0	2,344	$0.00	656	$0.00	3,000	3,000
D4 M-T-W	*	0	7,032	$0.00	1,968	$0.00	9,000	9,000
60 Mecklenburg	*	0	82,284	$0.00	23,039	$0.00	105,323	105,323
62 Montgomery	*	0	2,344	$0.00	656	$0.00	3,000	3,000
63 Moore	*	0	7,265	$0.00	2,034	$0.00	9,299	9,299
64 Nash	*	0	7,048	$0.00	1,973	$0.00	9,021	9,021
65 New Hanover	*	0	13,984	$0.00	3,915	$0.00	17,899	17,899
66 Northampton	*	0	2,344	$0.00	656	$0.00	3,000	3,000
67 Onslow	*	0	15,933	$0.00	4,461	$0.00	20,394	20,394
68 Orange	*	0	9,719	$0.00	2,721	$0.00	12,440	12,440
69 Pamlico	*	0	2,344	$0.00	656	$0.00	3,000	3,000
71 Pender	*	0	4,550	$0.00	1,274	$0.00	5,824	5,824
73 Person	*	0	2,741	$0.00	768	$0.00	3,509	3,509
74 Pitt	*	0	12,286	$0.00	3,440	$0.00	15,726	15,726
75 Polk	*	0	2,344	$0.00	656	$0.00	3,000	3,000
76 Randolph	*	0	10,895	$0.00	3,051	$0.00	13,946	13,946
77 Richmond	*	0	3,362	$0.00	942	$0.00	4,304	4,304
78 Robeson	*	0	9,798	$0.00	2,744	$0.00	12,542	12,542
79 Rockingham	*	0	6,233	$0.00	1,745	$0.00	7,978	7,978
80 Rowan	*	0	11,050	$0.00	3,094	$0.00	14,144	14,144
82 Sampson	*	0	4,884	$0.00	1,367	$0.00	6,251	6,251
83 Scotland	*	0	2,687	$0.00	753	$0.00	3,440	3,440
84 Stanly	*	0	4,575	$0.00	1,281	$0.00	5,856	5,856
85 Stokes	*	0	2,804	$0.00	785	$0.00	3,589	3,589
86 Surry	*	0	5,077	$0.00	1,422	$0.00	6,499	6,499
87 Swain	*	0	2,344	$0.00	656	$0.00	3,000	3,000
D6 Toe River	*	0	4,688	$0.00	1,312	$0.00	6,000	6,000
88 Transylvania	*	0	2,344	$0.00	656	$0.00	3,000	3,000
90 Union	*	0	19,914	$0.00	5,576	$0.00	25,490	25,490
92 Wake	*	0	64,384	$0.00	23,627	$0.00	108,011	108,011
93 Warren	*	0	2,344	$0.00	656	$0.00	3,000	3,000
96 Wayne	*	0	9,425	$0.00	2,641	$0.00	12,066	12,066
97 Wilkes	*	0	4,514	$0.00	1,264	$0.00	5,778	5,778
98 Wilson	*	0	6,088	$0.00	1,705	$0.00	7,793	7,793
99 Yadkin	*	0	2,635	$0.00	738	$0.00	3,373	3,373
00 Yancey	*	0	2,344	$0.00	656	$0.00	3,000	3,000
Totals			791,375	0	221,585	0	1,012,960	1,012,960

Sign and Date - DPH Program Administrator
3-6-23

Sign and Date - DPH Section Chief
03-06-23

Sign and Date - DPH Budget Office - ATC Coordinator
3/6/23

Sign and Date - DPH Budget Officer
3/7/2023

ag 3/6/2023

BA-02-708 - BOC 09-05

Final Audit Report 2023-08-23

Created:	2023-08-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWcW8_YV6Syfzi3i1Vb7ZWgSwTxu04IGW

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To balance the budget and align the budget with the fiscal year rollover for the Mayor's Award grant.

Prepared by: Karla Aldridge

Date: 8/22/2023

Reviewed: _____

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Mayor's Award Revenue	R	1145240-464098-52433		20,952
Non-cash Grants/Awards	E	1155240-585019-52433		439
Appropriated FB unrestricted	R	1143390-495000	20,513	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 02-709
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 08/23/23		Date: _____	Posted by: _____
Signature: Alyssa Stevens		Signature:	Approved by: _____

Anna R Burngarner Aug 23, 2023

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

August 22, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested BA is to balance FY24 budget and to decrease the revenue because the revenue is carried forward and should not have been budgeted in FY24.

Kind Regards,

Alyssa Harris, Public Health Director

Aldridge, Karla L

From: Bevis, Lisa F
Sent: Tuesday, August 22, 2023 1:59 PM
To: Aldridge, Karla L
Subject: RE: Elevate & Mayor's Award

Follow Up Flag: Follow up
Flag Status: Flagged

Hi,
We have a roll over of $20,513. I know it's a dollar, but.....
You will have to prepare or have Teresa prepare a BA
Decreasing an expense by $439
Decreasing revenue by $20,952. Revenue was received prior to FY23, so Fund Balance would then be increased by $20,513.
Thanks.
Lisa

From: Aldridge, Karla L <Karla.Aldridge@rowancountync.gov>
Sent: Tuesday, August 22, 2023 1:01 PM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: Elevate & Mayor's Award

Hi,

Attached, please find the spreadsheet for Elevate's $51,917 rollover amount.

We budgeted $20,952 in the Mayor's award, but there is no new funding for FY24. The rollover amount is $20,514. How should I proceed?

Kind Regards,
Karla

Karla Aldridge
Financial Services Supervisor
Rowan County Public Health
1811 E. Innes St., Salisbury, NC 28146
Office: (704) 216-8829 | Fax: (704) 216-7991
Cell: (704) 245-4700
Email address: Karla.Aldridge@rowancountync.gov

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G/L ACCOUNT - MASTER INQUIRY

LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	-50,000.00	.00	-50,000.00
11	.00	.00	.00
12	.00	.00	.00
13	.00	.00	.00
Tot:	-50,000.00	.00	-50,000.00

PRIOR YEARS TOTAL AMOUNTS

2022 Actual	-50,000.00	2022 Orig Budget			.00
2022 Closed @ YE	-50,000.00	2022 Bud Tfr In			-50,000.00
2022 Encumbrance	.00	2022 Bud Tfr Out			.00
2022 Memo Bal	-50,000.00	2022 C Fwd Budget			.00
2021 Actual	.00	2022 Revsd Budget			-50,000.00
2020 Actual	.00				
2019 Actual	.00	2021 Orig Budget			.00
2018 Actual	.00	2021 Revsd Budget			.00
2017 Actual	.00	2020 Orig Budget			.00
2016 Actual	.00	2020 Revsd Budget			.00
2015 Actual	.00				
2014 Actual	.00	2022	0.00		
2013 Actual	.00	2021	0.00		
		2020	0.00		

FUTURE YEAR AMOUNTS

PER	2024 BUDGET		BUDGET	
00	.00	2024 DEPARTMENT	-20,952.00	.00
01	-20,952.00	2024 MANAGER	-20,952.00	.00
02	.00	2024 PRESENT	-20,952.00	.00
03	.00	2024 COMMISSION	-20,952.00	.00
04	.00	2024 APPROVED	-20,952.00	.00
05	.00	2024 Revised	-20,952.00	
06	.00	2025 Estimate	.00	.00
07	.00	2026 Estimate	.00	.00
08	.00	2027 Estimate	.00	.00
09	.00	2028 Estimate	.00	.00
10	.00			
11	.00	2024 Memo Bal	.00	
12	.00	2024 Encumbrance	.00	
13	.00	2024 Requisition	.00	
Tot:	-20,952.00			

ACCOUNT NOTES

** END OF REPORT - Generated by Karla L Aldridge **

decrease $20,952

G/L ACCOUNT - MASTER INQUIRY

```
Org code:     1145240   HEALTH PROMOTION REVENUES          Type:      R
Object code:  464098    HD Mayor's Award Grant             Status:      A
Project code: 52433     HD Mayor's Award Grant             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       52433  HD Mayor's Award Grant

Full description:  HD Mayor's Award Grant          Short desc: Mayor AWG
Reference Acct:
```

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

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

G/L ACCOUNT - MASTER INQUIRY

LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	22,412.88	27,413.00
12	22,412.88	-22,412.88	.00
13	.00	.00	.00
Tot:	22,412.88	.00	27,413.00

PRIOR YEARS TOTAL AMOUNTS

2022 Actual	22,412.88	2022 Orig Budget			.00
2022 Closed @ YE	22,412.88	2022 Bud Tfr In			27,413.00
2022 Encumbrance	.00	2022 Bud Tfr Out			.00
2022 Memo Bal	22,412.88	2022 C Fwd Budget			.00
2021 Actual	.00	2022 Revsd Budget			27,413.00
2020 Actual	.00				
2019 Actual	.00	2021 Orig Budget			.00
2018 Actual	.00	2021 Revsd Budget			.00
2017 Actual	.00	2020 Orig Budget			.00
2016 Actual	.00	2020 Revsd Budget			.00
2015 Actual	.00				
2014 Actual	.00	2022	0.00		
2013 Actual	.00	2021	0.00		
		2020	0.00		

FUTURE YEAR AMOUNTS

PER	2024 BUDGET		BUDGET	
00	.00	2024 DEPARTMENT	7,000.00	.00
01	7,000.00	2024 MANAGER	7,000.00	.00
02	.00	2024 PRESENT	7,000.00	.00
03	.00	2024 COMMISSION	7,000.00	.00
04	.00	2024 APPROVED	7,000.00	.00
05	.00	2024 Revised	7,000.00	
06	.00	2025 Estimate	.00	.00
07	.00	2026 Estimate	.00	.00
08	.00	2027 Estimate	.00	.00
09	.00	2028 Estimate	.00	.00
10	.00			
11	.00	2024 Memo Bal	.00	
12	.00	2024 Encumbrance	.00	
13	.00	2024 Requisition	.00	
Tot:	7,000.00			

ACCOUNT NOTES

** END OF REPORT - Generated by Karla L Aldridge **

decrease $439

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155240	HEALTH PROMOTION EXPENSES	Type:	E
Object code:	585019	GRANT:DNP WILDLIFE & NAT CTR	Status:	A
Project code:	52433	HD Mayor's Award Grant	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	52433	HD Mayor's Award Grant

Full description: GRANT:DNP WILDLIFE & NAT CTR Short desc: GRANT:DNP
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	7,000.00	7,000.00
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	7,000.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	-7,000.00	.00	.00
Tot:	.00	.00	7,000.00	7,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	.00	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	7,000.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	7,000.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	7,000.00
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-02-709 - BOC 09-05

Final Audit Report 2023-08-23

Created:	2023-08-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Transaction ID:	CBJCHBCAABAAqhYGuPUgcsQv7GtO70BkgCxEDPauOXgJ

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To record FY21, FY22, and FY23 ARPA Interest

Prepared by: Teresa Sharpless

Date: 8/24/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
C/A - Other Improvements	E	20900-500-574000-055	12	
C/A - Other Improvements	E	20900-500-574000-055	18,241	
C/A - Other Improvements	E	20900-500-574000-055	452,790	
C/A - Vehicles	E	20900-100-575035-017	1,076	
Appropriated FB - Unrestricted	R	7344119-495000	472,119	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 02-710
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Aug 24, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

Sharpless, Teresa F.

From: Bevis, Lisa F
Sent: Wednesday, August 23, 2023 11:44 AM
To: Sharpless, Teresa F.; Bumgarner, Anna R
Subject: BA for ARPA interest

Hi Teresa,
Please prepare a BA to record FY21, FY22 and FY23 ARPA interest. FY21 and FY22 interest was not spent in FY23.
FY21 $11.34
FY22 $18,240.11
FY23 $453,865.20
Total $472,116.65

Increase 7354119-574000 and Fund Balance. → project acct: 20900-500-574000-055
Please let me know if you have any questions.
Thanks so much.
Lisa

move open balance on PO 23000458
of # 1076 to 20900-100-575035-017
so PO can be rolled forward
GL account 7354119-575035

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-02-710 - BOC 09-05

Final Audit Report 2023-08-24

Created:	2023-08-24
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To appropriate fund balance for FY23 encumbrance - PO 23000600

Prepared by: Teresa Sharpless

Date: 8/23/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Uniforms - Special Deputies	E	1154410-556020	2,000	
Uniforms	E	1154413-556000	3,000	
Uniforms	E	1154420-556000	11,697	
Uniforms	E	1154430-556000	3,583	
Appropriated FB - Unrestricted	R	1143390-495000	20,280	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 02-719
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Aug 23, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

Sharpless, Teresa F.

From: Bumgarner, Anna R
Sent: Wednesday, August 23, 2023 4:08 PM
To: Sharpless, Teresa F.
Subject: PO23000600 Lawmens Safety Supply

The following amounts need to be carried forward from FY23 to FY24 for the above PO. Please do a BA to move these funds from Fund Balance.

1154410-556020 $2,000
1154413-556000 $3,000
1154420-556000 $11,697
1154430-556000 $3,583

ROWAN COUNTY NORTH CAROLINA Be an original.

Anna Bumgarner | Finance Director
Rowan County Finance
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166
www.rowancountync.gov/260/Finance

BA-02-719 - BOC 09-05

Final Audit Report 2023-08-23

Created:	2023-08-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4osh12JCgbiFIZdvUsu7W_aqSt2PcF88

"BA-02-719 - BOC 09-05" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-08-23 - 8:44:48 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-08-23 - 8:45:36 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-08-23 - 8:50:19 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-08-23 - 8:50:19 PM GMT

Adobe Acrobat Sign

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: Transfer funds from Parks to Sheriff to cover Deputies working Autumn Jubilee

Prepared by: Teresa Sharpless
Date: 8/28/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Salaries - Regular	E	1154410-510005	7,500	
Autumn Jubilee	E	1156230-583012		7,500

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 02-773
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/28/23		Date:	Posted by:
Signature: Anna Bunge		Signature:	Approved by:

Sharpless, Teresa F.

From: Bumgarner, Anna R
Sent: Friday, August 25, 2023 3:31 PM
To: Sharpless, Teresa F.
Subject: FW: Pay for Deputies at AJ

Importance: High

Can you please complete a BA moving $7,500 from 1156230-583012 to 1154410-510005?

I will need this first thing Monday morning so I can add to the agenda packet.

ROWAN COUNTY NORTH CAROLINA Be an original.

Anna Bumgarner | Finance Director
Rowan County Finance
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8174 **[c]** 980-330-0157 **[f]** 704-216-8166
www.rowancountync.gov/260/Finance

From: Bringle, Don E <Don.Bringle@rowancountync.gov>
Sent: Friday, August 25, 2023 3:25 PM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Hobbs, Joni H <Joni.Hobbs@rowancountync.gov>
Cc: Church, Aaron <Aaron.Church@rowancountync.gov>
Subject: Pay for Deputies at AJ

Anna, Aaron has agreed to pay for the officers to cover AJ out of our AUTUMN JUBILEE account. If you will prepare a budget amendment to that effect. He states that he will need $6790.00 . Please move $7500.00 to his deputies pay line. I would rather have too much than not enough. We should be OK with this amount for the balance of our needs for AJ.
Thanks for preparing this BA for the next BOC meeting.
Don

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Health Department. Reserves represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 08/24/23

BUDGET INFORMATION: Reviewed:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated FB - Restricted	R	11452159-495010	22,533	
Noncash Grants/Awards	E	1155215-583053-5215	22,533	
Local Grants - Elevate	R	1145240-464099-52421	51,917	
Telephone	E	1155240-553005-52421	500	
Advertising	E	1155240-554000-52421	1,000	
Printing	E	1155240-555000-52421	1,000	
Travel	E	1155240-558000-52421	3,000	
Training	E	1155240-559000-52421	10,000	
Office Supplies	E	1155240-561005-52421	500	
Education Supplies	E	1155240-561015-52421	10,000	
Software Licenses	E	1155240-561089-52421	400	
Meeting/Training Food	E	1155240-582009-52421	3,000	
Noncash Grants/Awards	E	1155240-583053-52421	22,517	
Local Grants - Healthy Rowan	R	1145240-464099-52429	2,778	
Noncash Grants/Awards	E	1155240-583053-52429	2,778	
Appropriated FB-Restricted	R	1145270-495010	2,818	
Other Small Equipment	E	1155270-561095-52431	2,818	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 02-774
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/28/23		Date:	Posted by:
Signature: Anna Burnett		Signature:	Approved by:

ROWAN COUNTY
HEALTH DEPARTMENT - RESERVES
For Fiscal Year Ended June 30, 2023

Area of Reserve	Beginning Balance	Revenues	Account Numbers	Expenditures	Ending Balance	FY23 Encumbrances	FY24 Original Budget	Reserve BA
CC4C	129,560.52	-	1155215-xxx-5215	(17,097.99)	112,462.53	-	89,930.00	22,532.53
HD Mayor's Award	24,040.90	-	Project 52433	(3,527.61)	20,513.29	-	-	20,513.29
Elevate	11,719.29	106,540.00	Project 52421	(66,342.40)	51,916.89	-	-	51,916.89
Healthy Rowan	(20.05)	127,267.82	Project 52429	(124,469.83)	2,777.94	-	-	2,777.94
Cardinal Innovations	19,576.43	-	1145270-464061-52431/1155270-559000-561095-52431	(16,758.46)	2,817.97	-	-	2,817.97
Vital Strategies	-	69,995.00	Project 52434	-	69,995.00	-	-	69,995.00
Food Pharmacy	-	10,000.00	Project 30009	-	10,000.00	-	-	10,000.00
Cannon Grant	-	40,000.00	11452286-464007/1155228-575035-43100	-	40,000.00	-	-	40,000.00
	$ 55,316.57	$ 353,802.82		$ (211,098.30)	$ 198,021.09	$ -	$ -	$ 198,021.09

Elevate Rollover

Account Name	Account Numer	Increase Amount
Revenue	1145240-464099-52421	$51,917.00
Telephone	1155240-553005-52421	$500.00
Advertising	1155240-554000-52421	$1,000.00
Printing	1155240-555000-52421	$1,000.00
Travel	1155240-558000-52421	$3,000.00
Training	1155240-559000-52421	$10,000.00
Office Supplies	1155240-561005-52421	$500.00
Educational Supplies	1155240-561015-52421	$10,000.00
Software Licenses	1155240-561089-52421	$400.00
Meeting/Training Food	1155240-582009-52421	$3,000.00
Noncash Grants/Awards	1155240-583053-52421	$22,517.00
Total Expenses		**$51,917.00**

Bevis, Lisa F

From: Aldridge, Karla L
Sent: Wednesday, August 23, 2023 3:01 PM
To: Bevis, Lisa F
Subject: Healthy Rowan

Hi Lisa,

Will you please rollover $2777.94 into the non cash grants/awards account for Healthy Rowan? The account number is 1155240-583053-52429. Please let me know if you have any questions.

Kind Regards,
Karla

Karla Aldridge
Financial Services Supervisor
Rowan County Public Health
1811 E. Innes St., Salisbury, NC 28146
Office: (704) 216-8829 |Fax: (704) 216-7991
Cell: (704) 245-4700
Email address: Karla.Aldridge@rowancountync.gov

ROWAN COUNTY PUBLIC HEALTH
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Also, did you say you are ok for us to prepare the rollover for project 30009?
What about the Cannon grant?

From: Aldridge, Karla L <Karla.Aldridge@rowancountync.gov>
Sent: Friday, August 11, 2023 3:14 PM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: Rollover Accounts

Hi Lisa,

We would like to roll Vital Strategies(project #52434) over to match last year's budget. We did not have any expenditures in FY23. Please see attached FY23 pd 13 YTD report.
We would like to roll over Cardinal Innovations Grant's (project #52431) $2,817.54 (total rollover) into expenditure account 1155260-561095-52431 other small equipment account.

Please let me know if you have any questions or need anything further.

Kind Regards,
Karla

Karla Aldridge
Financial Services Supervisor
Rowan County Public Health
1811 E. Innes St., Salisbury, NC 28146
Office: (704) 216-8829 | Fax: (704) 216-7991
Cell: (704) 245-4700
Email address: Karla.Aldridge@rowancountync.gov

ROWAN COUNTY PUBLIC HEALTH
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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Health Department. Reserves represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 08/24/23

BUDGET INFORMATION: Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Port Program - Grants	R	1145270-464061-52434	69,995	
Salaries - Regular	E	1155270-510005-52434	24,362	
Health Insurance	E	1155270-520005-52434	3,000	
Medicare Tax	E	1155270-520010-52434	354	
Retirement	E	1155270-520015-52434	3,131	
Social Security	E	1155270-520020-52434	1,511	
Workers Comp	E	1155270-520025-52434	488	
401(k) Contribution	E	1155270-520030-52434	731	
Advertising	E	1155270-554000-52434	1,525	
Travel	E	1155270-558000-52434	4,402	
Medical Supplies	E	1155270-561045-52434	30,491	
Restricted Local Grants	R	1145240-464099-30009	10,000	
Grant - Local	E	1155240-583119-30009	10,000	
Cannon-Ped Dental Clinic	R	11452286-464007-51001	40,000	
C/A Vehicles	E	1155228-575035-51001	40,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 02-775
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 8/28/23		Date: _____	Posted by: _____
Signature: Anna Bumgarner		Signature:	Approved by: _____

ROWAN COUNTY
HEALTH DEPARTMENT - RESERVES
For Fiscal Year Ended June 30, 2023

Area of Reserve	Beginning Balance	Revenues	Account Numbers	Expenditures	Ending Balance	FY23 Encumbrances	FY24 Original Budget	Reserve BA
CC4C	129,560.52	-	1155215-xxx-5215	(17,097.99)	112,462.53	-	89,930.00	22,532.53
HD Mayor's Award	24,040.90	-	Project 52433	(3,527.61)	20,513.29	-	-	20,513.29
Elevate	11,719.29	106,540.00	Project 52421	(66,342.40)	51,916.89	-	-	51,916.89
Healthy Rowan	(20.05)	127,267.82	Project 52429	(124,469.83)	2,777.94	-	-	2,777.94
Cardinal Innovations	19,576.43	-	1145270-464061-52431/1155270-559000-561095-52431	(16,758.46)	2,817.97	-	-	2,817.97
Vital Strategies	-	69,995.00	Project 52434	-	69,995.00	-	-	69,995.00
Food Pharmacy	-	10,000.00	Project 30009	-	10,000.00	-	-	10,000.00
Cannon Grant	-	40,000.00	11452286-464007/1155228-575035-43100	-	40,000.00	-	-	40,000.00
	$ 55,316.57	$ 353,802.82		$ (211,098.30)	$ 198,021.09	$ -	$ -	$ 198,021.09

FOR 2023 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5100 HEALTH DEPARTMENT							
5135 CARE MANAGEMENT							
5270 PORT PROGRAM							
52434 VITAL STRATEGIES GRANT							
1145270 464061 52434 PORT PROGRAM -	0	-69,995	-69,995.00	.00	.00	.00	100.0%
1155270 510005 52434 SALARIES-REGUL	0	24,362	.00	.00	.00	24,362.00	.0%
1155270 520005 52434 HEALTH INSURAN	0	3,000	.00	.00	.00	3,000.00	.0%
1155270 520010 52434 MEDICARE TAX	0	354	.00	.00	.00	354.00	.0%
1155270 520015 52434 RETIREMENT	0	3,131	.00	.00	.00	3,131.00	.0%
1155270 520020 52434 SOCIAL SECURIT	0	1,511	.00	.00	.00	1,511.00	.0%
1155270 520025 52434 WORKERS COMPEN	0	488	.00	.00	.00	488.00	.0%
1155270 520030 52434 401(K) CONTRIB	0	731	.00	.00	.00	731.00	.0%
1155270 554000 52434 ADVERTISING	0	1,525	.00	.00	.00	1,525.00	.0%
1155270 558000 52434 TRAVEL	0	4,402	.00	.00	.00	4,402.00	.0%
1155270 561045 52434 MEDICAL SUPPLI	0	30,491	.00	.00	.00	30,491.00	.0%
TOTAL PORT PROGRAM	0	0	-69,995.00	.00	.00	69,995.00	100.0%
TOTAL CARE MANAGEMENT	0	0	-69,995.00	.00	.00	69,995.00	100.0%
TOTAL HEALTH DEPARTMENT	0	0	-69,995.00	.00	.00	69,995.00	100.0%
TOTAL REVENUES	0	-69,995	-69,995.00	.00	.00	.00	
TOTAL EXPENSES	0	69,995	.00	.00	.00	69,995.00	
GRAND TOTAL	0	0	-69,995.00	.00	.00	69,995.00	100.0%

** END OF REPORT - Generated by Karla L Aldridge **

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To carry forward funds available for WEP Project

Prepared by: Anna Bumgarner
Date: 8/30/2023
Reviewed: _____

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Approp Fund Balance	R	3744124-495000	6,048,840	
CIP - Buildings	E	3758093-577005	1,781,483	
CIP - Architect	E	3758093-577010	3,220,467	
CIP - Furn & Fixtures	E	3758093-577030	1,046,890	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 02-897
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 8/30/23		Date: _____	Posted by: _____
Signature: Anna Bumgarner		Signature:	Approved by: _____

Record Number	Org	Object	Project	Description	2023 Revised Budget	2023 Actual	2023Encumbrances/Re	2023 Available	2024 Revised Budget	BA
37	3758093	577005		CIP - BUILDINGS	27,561,111.00	3,462,636.50	0.00	24,098,474.50	22,316,992.00	1,781,482.50
38	3758093	577010		CIP - ARCHITECT	3,653,044.11	189,731.78	0.00	3,463,312.33	242,845.00	3,220,467.33
39	3758093	577030		CIP - FURNITURE & FIXTURES	1,046,890.00	0.00	0.00	1,046,890.00	0.00	1,046,890.00
										6,048,839.83

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Anna Bumgarner, Finance Director
DATE: 9/5/2023
SUBJECT: Plumbing Grant correction

On July 17, 2023, the Board of Commissioners approved Consent Agenda Item AG. The amount requested on the agenda item was short by $5.

Board of Commissioners to approve an additional $5 for the plumbing grant, making the total requested $2,675.

ATTACHMENTS:
1. Plumbing Grant
2. William_and_Judy_Shoaf_Plumbing_Grant_APP (1)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Grants Administration & Gov't Relations
DATE:	5/5/23
SUBJECT:	Request to Approve GRANT AWARD for Plumbing Grant

On April 3, 2023, the County established the 2023 Plumbing Grant for Lead Remediation for Qualified Customers of NE Rowan County Water System program ("Plumbing Grant"). The Plumbing Grant provides funds qualifying customers (those with prior sampling values greater than 10 ppb) to have appropriate repairs and/or replacements made in their private plumbing system to address materials causing lead to leach into the drinking water. County staff have reviewed the application for compliance and appropriateness.

It is requested that the Board of Commissioners consider the attached application for approval.

Recommendation:
Approve the County to award funds to the applicant up to $2,670 for work described herein.

ATTACHMENTS:

Description	Upload Date	Type
Plumbing Grant Application	7/5/2023	Exhibit

ROWAN COUNTY, NC • 130 West Innes Street • Salisbury, NC 28144

PLUMBING GRANT APPLICATION

GRANT PROGRAM GOAL:
To reduce lead in private plumbing systems connected to NE Rowan Water System to below the EPA Trigger Level while having a goal of zero.

USE OF FUNDS
Funds may be used for eligible expenses associated with plumbing repair/replacement in private property receiving drinking water through the NE Rowan Water System to reduce detectable lead levels to below the EPA Trigger Level while having a goal of zero.

Prequalification Attestations – Check the appropriate box for each item below.

Requirement 1 – Property is supplied drinking water through the NE Rowan Water System.
- ☒ Yes, property is supplied with drinking water (is a customer) of NE Rowan Water System.
- ☐ No, property is not supplied by N Rowan Water System.
- ☐ Unsure.

Requirement 2 – Property owner will participate in Rowan County's voluntary tap water sampling program.
- ☒ Property has a sample on record with Rowan County that was within one year (12 months) prior to application date.
- ☐ Property has had a 90th percentile compliance sampling taken within one year (12 months) prior to application date.
- ☐ Property does not have a recent lead sample (contact 980-330-6988).
- ☐ Unsure (contact 980-330-6988).

Requirement 3 – Applicant has supplied at least 3 quotes from licensed, insured plumbing contractors.
- ☒ Yes
- ☐ No

Requirement 4 – Property owner/applicant agrees to participate in any required inspections pre- and post-grant funded repair.
- ☒ Yes
- ☐ No

Requirement 5 – Property will <u>not</u> be eligible if any of the following apply:
- ☐ The property owner is unwilling to participate in the County's voluntary tap water testing program.
- ☐ The property owner has delinquent Rowan County taxes.
- ☐ Property owner declines to participate in any required inspections.
- ☐ The property is not a NE Rowan Water System customer.

Plumbing Grant Fund Usage Affirmation – Read and check each box below to confirm your agreement.

- ☑ I agree I will ONLY utilize Plumbing Grant funds to reimburse the reasonable and necessary costs associated with the plumbing system repairs that are necessary to address lead leaching into my own private plumbing system.
- ☑ I agree that any expenses incurred that are 1) above the awarded amount, and 2) are not grant-eligible, as solely determined by Rowan County, are my sole responsibility to pay.

Grant Application Contact Information
Please ensure the information below is accurate and current. The information you provide below will be used to contact you to collect additional verification documents. Failure to provide correct information may result in disqualification.

Property Owner Name: William and Judy Shoaf

Phone Number. Cell 704-640-1050 Landline 704-633-0015

Email Address Judy2005@carolina.rr.com

Property Physical Address (no P.O. Box)

2710 Long Ferry Road, Salisbury, NC. 28146

Mailing Address (if different)

NAMES OF PLUMBING CONTRACTORS PROVIDING QUOTES (3 quotes required).
Each quote should include proof of license and insurance for the State of NC. Submit each quote with this application.

Contractor 1: Mr. Rooter Plumbing of Winston-Salem

Contractor 2: Eagle Plumbing & Repair, Inc.

Contractor 3: Banach's Plumbing

Additional Guidelines – Read and check each box below to confirm your agreement.

- ☑ I acknowledge that additional documentation may be required to verify my information. If selected, I will submit requested documentation within 4 business days.
- ☑ I acknowledge that by submitting application materials does not guarantee that funding will be awarded. Grants are awarded based on availability of funds and established priorities.

Applicant Signature

By signing here, I attest to the accuracy and truthfulness of the information provided by me on this application. I understand that awards may be made at the sole discretion of the Rowan County Board of Commissioners and may represent a portion of or the full amount of the quoted amount at the Board's own discretion. I understand that awards are contingent on willingness of myself to enter into a formal agreement or contract between myself and the County for the work described only, and for the purposes of reducing lead leaching into my private plumbing system. Any funds awarded to me will be used for the sole purpose of addressing such lead leaching issues; I understand that I am solely responsible to select the contractor and to ensure the selected contractor's work meets my own expectations and any inspection requirements.

Signature William Clay Shoaf Jr Date 6-9-23

Printed Name WILLIAM CLAY SHOAF JR

Return this completed application by email to *plumbinginfo@rowancountync.gov* or by mail to:

Plumbing Grant
ATTN: Rowan County Grants Office
130 W. Innes St.
Salisbury, NC 28144

Eagle Plumbing & Repair Inc.
203 Pine Church Lane
Salisbury, NC 28146 US
(704) 633-0911
eagle_plumbinginc@yahoo.com

License #: 6784

Estimate

ADDRESS
Clay Shoaf LONG
2710 [illegible]s Ferry Rd
Salisbury, Nc 28146

ESTIMATE # 1586
DATE 05/10/2023
EXPIRATION DATE 05/10/2023

ACTIVITY	QTY	RATE	AMOUNT
Labor Replace water lines , cut offs and supply lines to the following: kitchen sink, washing machine , water heater , 2 lavatories ,2 toilets, 1 tub and shower and 2 freezeless hose bibs. Replace water main to box . Check screen in pressure reduction valve.	10	250.00	2,500.00T

SUBTOTAL	2,500.00
TAX (7%)	175.00
TOTAL	**$2,675.00**

Accepted By

Accepted Date

**Interest accrues at 1.5% per month after 30 days from due date.

From: "Eagle Plumbing & Repair Inc." <quickbooks@notification.intuit.com>
To: judy2005@carolina.rr.com
Cc:
Bcc:
Priority: Normal
Date: Wednesday May 10 2023 7:17:39PM
Estimate 1586 from Eagle Plumbing & Repair Inc.

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Eagle Plumbing & Repair Inc.

---------- Estimate ----------

203 Pine Church Lane
Salisbury, NC 28146 US
(704) 633-0911

Estimate #: 1586
Date: 05/10/2023
Exp. Date: 05/10/2023
$2,675.00

Address:

Clay Shoaf LONG
2710 ~~Stokes~~ Ferry Rd
Salisbury, Nc 28146

Activity	Qty	Rate	Amount
Labor	10	250.00	2,500.00T

SubTotal: $2,500.00
Tax (7%): $175.00

Total: $2,675.00

Mr. Rooter

Contact Us

Hello, this is your estimate

Location: 2710 Long Ferry Road, Salisbury, NC, 28146

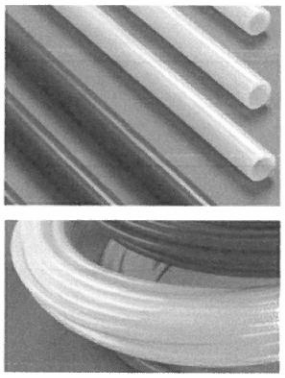
JOB ID
21384017

Water line replacement

$2,830.78
Your Price

Summary

Remove all copper in and under home. Run all new PEX water lines. Install all new cut-off valves and supply lines to fixtures.
Run new outside hose faucets…



D2160

Your Price
$2,645.59

Repipe home in PEX
Top Quality, professional & installed meeting or exceeding Local Codes for your…

View More

Subtotal	$2,645.59
Tax	$185.19
Total	**$2,830.78**

POWERED BY ServiceTitan

Contact Us

From: "Mr. Rooter Plumbing of Winston Salem" <noreply+527094@servicetitan.com>
To: Judy2005@carolina.rr.com
Cc:
Bcc:
Priority: Normal
Date: Monday May 15 2023 12:17:23PM
Your Estimate 21475036 from Mr.Rooter Plumbing of Winston Salem

---

Hello Clay Shoaf Jr.,

Please find your estimate(s) Click here to view your estimate(s) from Mr. Rooter Plumbing of Winston-Salem P- 1 29474 attached below!

PLEASE NOTE: When you decide to proceed with the work, please click the link above to accept and sign the estimate then call or text the office (336-422-1500 M-F 8AM-5PM to schedule) you can also email us at winstonsalem@mrrooter.com to schedule. Please allow up to 2 business days to allow us to work you into the schedule.

PLEASE NOTE: Due to Supply Chain Issues all estimates are good for 30 days from being sent. Water heater estimates are only good for 15 days from being sent.

Sincerely,
Your Friends at Mr. Rooter Plumbing of Winston-Salem P- 1 29474

Banach's Plumbing
1010 Stoney Creek Dr.
Salisbury, NC 28146
347-382-0736
banachsplumbing@gmail.com

Plumbing Estimate from Banach's Plumbing
NC license number 34956
Auto Owners Insurance Policy #35996398.
(1M per occurrence / 2M aggregate)

Clay Shoaf
2710 Longferry Rd.
Salisbury, NC 28146
704-633-0015
980-234-5828
Judy2005@carolina.rr.com

-All new waterlines to be PEX.
-New water stops for all fixtures will be provided and installed.
-All existing piping will be removed from under the home and disposed of.
-This estimate is exclusively for plumbing piping, fittings and connection work.
-Estimate covers interior plumbing.
-Plumbing repipes sometimes necessitate opening walls or drilling new holes for piping. Any and all wall or flooring repairs will be made by others and are not part of this estimate.
-Due to the nature of repiping, the home likely will be without water for the duration of the work.

Install applicable water to and connections to the following fixtures:

Water Connection-
Connect to existing water main under home and install main cutoff near crawlspace entrance

Kitchen-
Kitchen faucet.
Ice maker connection to serve refrigerator (if needed)

Bathroom 1-
Shower. Connect to existing Pex in crawlspace serving shower valve. Existing shower valve to remain.
Toilet
Single lavatory.

Bathroom 2-
Single lavatory.

Laundry-
Install Washing Machine box valves

Water Heater
Connect at existing location and provide cutoff valve
Provide and install thermal expansion tank

(2) wall mounted frost proof sillcocks at existing location, (front and side of home)

Total $2,960

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Anna Bumgarner, Finance Director
DATE: 9/5/2023
SUBJECT: Refund to Novant Health

Novant Health made an overpayment to the Health Department for the Healthy Rowan Grant and are requesting a refund.

Board of Commissioners to approve the Finance Director to refund Novant Health for overpayment of the Healthy Rowan Grant to the Health Department in the amount of $4,995.88.

ATTACHMENTS:
1. Sfn01p12423082309140

ROWAN CO TH DEPARTMENT
FUND

Payee:	Novant Health Rowan Medical Center Foundation			Vendor:	19762
Address:	130 Mocksville Ave			Date:	8/15/2023
City:	Salisbury			Requesting Dept:	Health
State,Zip	NC		28144	Requesting Employee:	Karla Aldridge

	Account Number	Amount
Reimbursement for Salary & Fringes paid to wrong account	1145240-464099-52429	$4,995.88
	Total:	$4,995.88

*Travel Advance	

*YOU **MUST** COMPLETE THE FOLLOWING INFORMATION TO RECEIVE A TRAVEL ADVANCE

COURSE TITLE:			OVERNIGHT ACCOMODATIONS:	Est Cost:
COURSE DATES:	From:	To:	MEALS:	Est Cost:
COURSE LOCATION:	City:	State:	OTHER:	Est Cost:

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

Alyne L Harris

Finance Director or Authorized Signature

Healthy Rowan

Employee	Date	Totals
CM	7/15/2022	**$369.19**
CM	8/12/2022	**$57.69**
CM	9/23/2022	**$258.34**
CM	9/23/2022	**$757.02**
CM	11/4/2022	**$230.75**
CM	11/18/2022	**$280.41**
CM	11/18/2022	**$88.80**
CM	12/16/2022	**$369.21**
CM	1/13/2023	**$1,107.66**
CM	2/10/2023	**$369.21**
CM	4/21/2023	**$369.21**
CM	5/5/2023	**$369.21**
CM	6/16/2023	**$369.18**
Totals:		**$4,995.88**

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Randy Cress, Assistant County Manager/Chief Information Officer
DATE: 9/5/2023
SUBJECT: Sole-Source Freshworks - FY24

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;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Information Technology uses Freshworks for all ticketing, reporting of IT incidents and service requests based on ITIL standards. IT migrated to FreshService in 2017 and continues to use it with expansion to other department liaisons where needed. This agreement is to provide an annual service with this essential equipment. Annual maintenance for FY24 will not exceed $15,960.23.

Recommendation:
Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Freshworks for FY24; not to exceed $15,960.23.

ATTACHMENTS:
1. Quote

Subscription Summary

Freshservice Paid Annually

Pro Plan
17 agents
$89/agent/month
$18,156

Managed Assets - 500 Asset Pack
3 packs
$75/pack/month
$2,700

Discount (148888 Agent V3... ⓘ -$4,895.77

Total Cost **$15,960.23**
+ taxes

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Valerie Steele, Airport and Rowan Transit System Director
DATE: 9/5/2023
SUBJECT: FIRST AMENDEMENT Hangar Lease Retail Business Services, LLC

The First Amendment to Lease is in reference to Section 5(B) installation of a generator and completion of installation of fans. The amendment clarifies the additional amount owed by Retail Business Services, LLC (RBS) and that RBS will be responsible for change orders.

> 5. LESSOR OBLIGATIONS:B. Lessor shall purchase and install, subject to specifications acceptable to Lessee, a new generator not to exceed $135,650.00 and ceiling fan(s) not to exceed $20,000.00, both comparable to the generator and fan currently being used in Lessee's hangar subject to the 2012 Lease Agreement. By signing this Lease Agreement, Lessee confirms its acceptance of the specifications of the new generator and fan(s).

A Request for Bids (Mid-Carolina Airport, Food Lion Hangar Generator #2023-024) was issued in compliance with North Carolina General Statutes. The cost of the project is $186,000.RBS is to provide a check for $50,350 before the contract is signed. RBS agrees to pay for any approved change order(s) above and beyond the total contract price of $186,000.

Approve First Amendment to the RBS Lease for signatures

ATTACHMENTS:
1. Hangar Lease First Amendment v.2 Clean 7.20.23 RE generator TP rev 8-17-23

NORTH CAROLINA

ROWAN COUNTY

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made this _____ day of _____, 2023 (the "Effective Date"), between **ROWAN COUNTY, NORTH CAROLINA,** a body politic, party of the first part, hereinafter called the ("**Lessor**"), and **RETAIL BUSINESS SERVICES, LLC,** a Delaware limited liability company authorized to do business in North Carolina, party of the second part, hereinafter called the ("**Lessee**"), all of Rowan County, North Carolina.

WITNESSETH:

WHEREAS, Lessor and Lessee have previously entered into that certain Lease Agreement dated the 10th day of May, 2022 (the "Lease") upon the terms and conditions contained therein; and

WHEREAS, pursuant to Section 5(B) of the Lease, Lessor would install a new generator with specifications acceptable to Lessee but "not to exceed $135,650.00", and Lessor and Lessee have agreed to such specifications, followed Lessor's procurement policies, and agreed on the generator and installation price that exceeds the amount above by $50,350.00, which Lessee shall pay; and

WHEREAS, Lessor and Lessee now desire to amend the terms and conditions of the Lease as provided herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree to amend Section 5(B) to the Lease, as follows:

1. New Section 5(B) to read: "Lessor shall purchase and install, subject to specifications acceptable to Lessee, a new generator not to exceed $135,650.00 (the "Lessor Cost") and ceiling fan(s) not to exceed $20,000.00, both comparable to the generator and fan currently being used in Lessee's hangar subject to the 2012 Lease Agreement. Lessor's final bid for installation of said generator exceeds the Lessor Cost by $50,350.00 ("Lessee Cost") for which Lessee has agreed to be financially responsible and pay said amount to Lessor prior to Lessor commencing the work. Furthermore, Lessee shall be financially responsible for any change orders necessitated by any of Lessee's requested changes in scope or design that increases the over all cost of the generator above the sum of Lessor Cost and Lessee Cost, after the start of the work. It is understood and agreed that, as of this date, Lessor's obligations to install fans has been completed, and by

signing this Lease Agreement, Lessee confirms its acceptance of the fan(s)". Any unforeseen increase in cost shall be communicated to Lessee first before continuing any work, Lessee shall have the opportunity to review and either (i) approve and agree to pay the added costs or (ii) reject said costs.

2. Both Lessor and Lessee warrant that each has reviewed and approved this First Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.
3. Except as expressly modified and amended by this First Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate originals, one of which is retained by each of ft parties.

LESSOR:

Rowan County, North Carolina, a body politic

By:

_____(SEAL)
Chairman of the Board of Commissioners

ATTEST:

By:_____ Clerk to the Board

LESSEE:

Retail Business Services, LLC

BY:

_____(SEAL)
Its: Manager/Member

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Kelly Natoli, Assistant County Manager / Human Resources Director
DATE: 9/5/2023
SUBJECT: CPS Social Worker Sign-On Bonus and Salary Increase

The CPS Social Worker (Assessment) positions have proven to be hard to fill and the department would like to respectfully request the following incentives to attract and retain these critical positions:

Sign-On Bonus for CPS Social Worker (Assessment) and CPS Social Worker On-Call (Assessment)

The CPS Social Worker (Assessment) positions have proven to be hard to fill and the department would like to respectfully request a Sign-On Bonus as an incentive to encourage highly qualified candidates to apply. The candidate must meet all minimum requirements for the position and have completed the Child Welfare in North Carolina Pre-Service 72-hour requirement.

Sign-On Bonus of $20,000 for CPS Social Workers (Assessment) and CPS Social Workers On-Call (Assessment) hired after September 5, 2023, payable in the following installments:

1. $10,000 after successfully completing 30 days of employment and has not provided a notice of resignation as of the pay date.
2. $5,000 after successfully completing 1 year of employment and has not provided a notice of resignation as of the pay date.
3. $5,000 after successfully completing 2 years of employment and has not provided a notice of resignation as of the pay date.

Qualifications

1. Only full-time new hires after September 5, 2023 would be eligible.
2. Must not have been employed by Rowan County in the last 12 months in any capacity.
3. Must sign a contract with Rowan County for 2-year commitment or repay bonus.
4. Bonus will be paid within thirty (30) days of the department's notification to Human Resources that the employee has successfully completed a, b, or c above.

There are currently eight (8) positions that are vacant is assessment. The approximate cost of this request is $160,000 over a 2-year time period.

Reclassification of Existing CPS Social Worker (Assessment) and CPS Social Worker On-Call (Assessment) Positions

1. Reclassify all of the CPS Social Worker positions (both Assessment and Non-Assessment) (grade 20) to CPS Social Worker (Assessment), grade 21, with a 5% increase for all current incumbents.
2. Reclassify the position of CPS Social Worker On-Call (grade 21) to CPS Social Worker On-Call (Assessment), grade 22, with a 5% increase for all current incumbents.
3. Change the title only for Social Work Supervisor III who work in assessment to CPS Social Work Supervisor III (Assessment).

The approximate cost of this request is $86,496.39.

Retention Bonus for current CPS Social Worker (Assessment) and CPS Social Worker On-Call (Assessment)

For employees already employed in the positions of CPS Social Worker (Assessment) and CPS Social Worker On-Call (Assessment) as of September 17, 2023, provide a $15,000 retention bonus payable in the following installments:

1. $5,000 payable within thirty (30) days if actively employed and has not provided a notice of resignation as of the pay date.
2. $5,000 payable December 27, 2023 if actively employed and has not provided a notice of resignation as of the pay date.
3. $5,000 payable in December 2024 if still actively employed if actively employed and has not provided a notice of resignation as of the pay date.

The approximate cost of this request is $210,000 over a 2-year period.

Please consider approval of the above request.

ATTACHMENTS:
None

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Ann Kitalong-Will, Grants Administration and Governmental Relations, Travis Allen, Sheriff
DATE: 9/5/2023
SUBJECT: GRANT APPLICATION: Sheriff's Office request approval to apply for NHTSA Funding

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The Sheriff's Office would like to apply for funding from the USDOT–National Highway Traffic Safety Administration to support the County's use of the Drug-Impaired Driving Criminal Justice Evaluation Tool (DUID tool). The Rowan County Sheriff's Office is seeking support through this grant in implementing a young driver awareness through driver 's education based on NCDOT statistics involving young drivers involved in fatalities, fatality crashes, impairment related crashes, restraints, and speed related crashes. With 100 counties in NC, Rowan County is in the top 20 of all events involving young drivers and we want to be in the bottom 20.

Total Request: $41,690.00 to purchase the Simulated Impaired Driving Experience® (SIDNE®) 7.1 Ultimate Package which is a versatile teaching tool that delivers an impaired and distracted driving experience guaranteed to help engage teen drivers. There is no local match requirement.

Recommendation: Approve the Sheriff's Office to apply for the USDOT–NHTSA funding of $41,690.00 to purchase the Simulated Impaired Driving Experience® (SIDNE®) 7.1 Ultimate Package to engage teen drivers and teens learning to drive.

ATTACHMENTS:
1. DUID Tool Announcement(rev8-17-23)
2. NHSTA DUID Grant Application
3. NHSTA DUID Grant Cover Letter

NHTSA Funding Available to Strengthen Drug-Impaired Driving Programs

Download the DUID Tool at NHTSA.gov/DUIDtool.

Due to the growing problem of drug-impaired driving and States legalizing marijuana to varying degrees, NHTSA developed the Drug-Impaired Driving Criminal Justice Evaluation Tool (DUID tool) to assist State, local, territorial, and tribal governments with assessing and strengthening their drug-impaired driving programs. As drug-impaired driving prevalence has increased, so too have the responsibilities placed on State and local agencies tasked with reducing impaired-driving-related injuries and fatalities. Through a systematic review of activities, policies, and procedures being implemented, the DUID tool allows users to assess their existing programs to reduce drug-impaired driving. The tool can help jurisdictions identify gaps in their drug-impaired driving programs, inform strategies to strengthen the programs, and help track progress over time against baseline results. The tool also includes links to best practices and resources for strengthening drug-impaired driving programs.

To encourage use of the DUID Tool, NHTSA is making funding available to a limited number of agencies and organizations to assist with overcoming the challenges identified in the results generated by the tool. If you are interested in applying for this funding please read the details in this announcement and complete and email the attached application to NHTSA's support contractor, Toxcel LLC, at DUIDTool@toxcel.com. ***** IMPORTANT: All funding must be spent by September 28, 2023.*****

A webinar was held on June 1, 2022 to provide more information about the DUID Tool funding program. The webinar recording is available at:
https://usdot.zoomgov.com/rec/share/y00E3V4vyHngsZEmBWhYPhRarDI3G_8lIKjAwNs_y9DC3jgnNNP0Ui4kyuvNwg.PcwWIL4TabERnO_v
Passcode: i#=k3O=K (Please make sure when you copy and paste the passcode that you do not copy/paste a space after the last letter of the passcode. It will not work if you do.) Please disregard any due dates mentioned in this webinar.

Who is Eligible to Receive Funding?

Any State, local, territorial, or tribal agency that plays a role in addressing drug-impaired driving and has completed at least one section of the DUID Tool is eligible. Multiple agencies working together are encouraged to submit one joint application, if possible.

How Can the Funding be Used?

The following are example eligible DUID Tool support activities:

- Development of new or updated agency policies and procedures related to the various elements of the Tool.
- Implementation or support of DWI Task Forces.
- Training (to include related travel to attend training).
- Purchasing off the shelf or development of data collection systems.
- Hiring a consultant to assist with identifying business process needs and/or IT programming support.
- Purchasing iPads or other tablets, cell phones, computers, scanners for DUID activities
- Software used for DUID efforts including creation/approval (such as a PDF-creator program).
- Development of a web-based system for e-warrants, DRE evaluations or toxicology data.
- Phlebotomy equipment (e.g., phlebotomy chair, venipuncture equipment).
- Roadside oral fluid devices
- Laboratory fees (for testing of blood samples).
- Public outreach to include paid placement of ads on streaming services, television, social media, print and radio on DUID.

Agencies may suggest other types of activities related to the questions asked in the Tool in their application and Toxcel will determine if these activities are eligible. Funding cannot be used to pay for officer salaries, overtime, equipment that will not fully depreciate over the course of the project, or construction.

Application Process

The first step in the application process is to complete the DUID Tool, either in its entirety or for the sections relevant to the agency's needs. Multiple agencies within a State or region may want to work together to complete the Tool as needed. Use the scores in the Tool to determine where support is most needed for improvement.

The next step is to complete the attached application, indicating the identified challenges with drug-impaired driving and the areas where support is needed. Please be as descriptive as possible. The application asks for estimated funding requested. Note that the total amount of funding available is limited. The amount of funding requested may not be the amount received.

Submit applications via email to Toxcel LLC, DUIDTool@toxcel.com as soon as possible. Do not submit your completed Tool. ***** IMPORTANT: All funding must be spent by September 28, 2023.*****

What is Expected of Agencies Once They are Selected?

Upon selection the recipient will sign a memorandum of understanding (MOU) that will describe the funding amount, the expected activities, the reporting requirements, and the timeframe for support.

This is a cost reimbursement effort. The recipient will invoice Toxcel for reimbursement of expenditures. The invoice must be accompanied by receipts and a detailed report including a description of how the funding was used and how it supports DUID prevention efforts, any challenges faced, and any other pertinent information. **All funds must be expended by September 28, 2023**. The final invoice can be submitted to Toxcel up until November 10, 2023 but all supporting receipts must show that expenditures occurred on or before September 28, 2023.

Toxcel will use the information gathered from the recipients to develop a final report to NHTSA providing recommendations and successful practice examples to strengthen drug-impaired driving programs.

For More Information

Please contact DUIDTool@toxcel.com with any questions.

Application for Funding for Addressing DUID Challenges

Instructions

To encourage use of the DUID Tool, NHTSA is making funding available to a limited number of agencies and organizations to assist with overcoming the challenges identified in the results generated by the tool. If you are interested in applying for this funding please read the details in this announcement and complete and email the attached application to NHTSA's support contractor, Toxcel LLC, at DUIDTool@toxcel.com. **All funds must be expended by September 28, 2023**. The final invoice must be submitted to Toxcel by November 10, 2023 but all supporting receipts must show that expenditures occurred on or before September 28, 2023.

1. Agency/Organization Name(s) (Enter all agencies/organizations that will receive funding from this program)

Rowan County Sheriff's Office Salisbury N.C.

2. If multiple agencies/organizations are applying together, who will be the lead agency/organization?

Click or tap here to enter text.

3. Check the agency type(s) that will be using this funding.

☐ State

☒ Local Rowan County Sheriff

☐ Territorial (Name the Territory)

☐ Tribal (Name the Tribe(s))

☐ Medical

☐ University

☐ OtherClick or tap here to enter text.

4. Lead Point of Contact Information

First and Last Name David Earnhardt	Job Title Captain
Email david.earnhardt2@rowancountync.gov	Phone 704-216-8741
Street Address 232 N. Main St	City Salisbury
State N.C.	ZIP Code 28144

5. Briefly summarize the issues your state/jurisdiction is facing related to drug-impaired driving and what you would like to accomplish from this funding program (more details will be provided in response to question 9).

Rowan County ranks #19 in traffic fatalities, #18 in alcohol related fatalities, #20 in alcohol related crash injuries, #20 in unrestrained fatalities, #21 in speed related fatalities, #16 in alcohol related crashes and

mainly #14 in young driver involved fatal crashes with numerous related to impairing substances and speed. These are statistics from the 2021 NCDOT.

6. **Do you have the resources or will you be able to obtain the resources (staff, time, funding) to continue any new actions that are implemented as a result of this program after the funding for this program ends? Do you have a sustainability plan?**

We currently have a team of 7 deputies that work to strictly curb crime in Rowan in troubled areas. As well as currently starting a county wide task force with 7 smaller police agencies.

7. **This support program will require:**
   - **Submitting monthly reports documenting activities conducted related to the program during the month and activities planned for the next month, challenges/concerns, and lessons learned.**
   - **Submitting invoices for reimbursement for costs incurred. Invoices may be submitted monthly.**
   - **Participating in a quarterly conference call with the contractor team to discuss program implementation, program improvements, and lessons learned.**

   Do you agree to these requirements?
   ☒ Yes
   ☐ No

8. **Do you have support and approval from the appropriate personnel (e.g., upper management, grants office) to participate in this program?**
   ☒ Yes
   ☐ No
   ☐ Unsure

Continue to the next page to indicate the topics for which you need support.

Application for Funding for Addressing DUID Challenges

9. Indicate the section(s) of the DUID tool where you need support. Describe the challenges in that area that you are currently facing and the type of support you need, to include how any funding received will be used. Include the estimated amount of funding needed for each item. Leave section(s) blank if you do not need support for those section(s).

Law Enforcement

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
1.1 Law Enforcement Engagement in Drug-Impaired Driving Enforcement	The Rowan County Sheriff's Office in implementing a young driver awareness through driver 's education based on NCDOT statistics involving young drivers involved in fatalities, fatality crashes, impairment related crashes, restraints, and speed related crashes. As mentioned above, with 100 counties in NC, Rowan County is in the top 20 of all above listed events involving young drivers and we want to be in the bottom 20.	The Rowan County Sheriff's Office desires to purchase the Simulated Impaired Driving Experience® (SIDNE®) 7.1 Ultimate Package which is a versatile teaching tool that delivers an impaired and distracted driving experience guaranteed to help engage teen drivers. SIDNE is a custom-built electric kart that allows drivers and passengers to experience what can happen when they operate a vehicle under the influence of alcohol or marijuana, as well as the ramifications of driving while drowsy or distracted. Confidently address the impact of alcohol, marijuana/THC (Tetrahydrocannabinol), drowsiness,	Funding for the Rowan County Sheriff's Office request is: SIDNE Kart Package $33,545.00 Opiod Driving Kit $3195.00 SIDNE Battery Package $1450.00 Traffic Cones $1250.00 Enclosed Trailer $3500.00

Application for Funding for Addressing DUID Challenges

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
		and distraction on a person ‘s driving abilities. Also to purchase Opiod Driving goggles, SIDNE Battery Set, and a 5x8 enclosed trailer for transport of the kart. .	Total Request: $41,690.00
1.2 Problem Identification	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1.3 Officer Training and Coverage	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1.4 Courtroom Experience and Training	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1.5 Expedited Warrants	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1.6 Law Enforcement Phlebotomy	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1.7 Thorough Report Writing	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1.8 Expedited Reporting	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
1.9 Law Enforcement Liaisons	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Prosecution

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
2.1 Leadership	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2.2 Traffic Safety Resource Prosecutors	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2.3 Dedicated DWI Prosecutors	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2.4 Pretrial Monitoring	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2.5 Prosecutor Training	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2.6 Coordination	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2.7 Data Collection	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Application for Funding for Addressing DUID Challenges

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
2.8 Drug-Impaired Driving Case Law	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2.9 Supervision	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Judiciary

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
3.1 Judicial Outreach Liaison	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.2 Prompt Adjudication of Drug-Impaired Driving Cases	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.3 Support for Expedited Warrants	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.4 DWI Courts	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.5 Judicial Education and Use of Evidence-	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Application for Funding for Addressing DUID Challenges

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
Based Sentencing Practices			
3.6 Remote Testimony	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.7 Pre-Sentence Evaluation and Assessment	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.8 Post-Sentence Supervision	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.9 Diversion and Record Keeping	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.10 State-Specific Bench Book/Case Law	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.11 Bond Conditions	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3.12 Treatment Referrals and Community Supervision	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Community Supervision

Application for Funding for Addressing DUID Challenges

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
4.1 Training	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.2 Collaboration with Partners	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.3 Graduated Sanctions	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.4 DWI-Specific Risk and Needs Assessments	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.5 Supervision	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.6 Violations	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.7 Communication	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.8 Pretrial Supervision	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4.9 Monitoring Drug Offenders	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Application for Funding for Addressing DUID Challenges

Toxicology

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
5.1 State Program	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
5.2 Collaboration with Partners	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
5.3 Expert Witness Training	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
5.4 Equipment	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
5.5 Toxicology Processing	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
5.6 Toxicology Lab Capacity and Locations	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Treatment

Application for Funding for Addressing DUID Challenges

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
6.1 Evidence-Based Evaluations	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
6.2 Communication and Partnerships	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
6.3 Monitoring	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
6.4 Individualized Treatment	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
6.5 Recovery	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Emergency Medical Services

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
7.1 State Program	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Application for Funding for Addressing DUID Challenges

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
7.2 Training and Communication with Law Enforcement	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
7.3 Phlebotomy	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Data

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
8.1 State Data	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
8.2 EMS Data	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
8.3 Hospital/Trauma Registry Data	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
8.4 Toxicology Data	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
8.5 Prosecution Charging Data	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Application for Funding for Addressing DUID Challenges

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired

Legislation

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
9.1 State Legislation	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Application for Funding for Addressing DUID Challenges

Program and Communications

Subsection	Challenges	Desired Assistance to Address Challenges (describe assistance needed and how funding will be used)	Estimated Funding Amount Desired
10.1 State Program and Communications	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

-End of Application-

Once your application is complete, submit it via email to Toxcel LLC, DUIDTool@toxcel.com as soon as possible. Do not submit your completed Tool.

All funds must be expended by September 28, 2023. The final invoice must be submitted to Toxcel by November 10, 2023 but all supporting receipts must show that expenditures occurred on or before September 28, 2023.

ROWAN COUNTY SHERIFF'S OFFICE
Travis Allen, SHERIFF

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

MEMORANDUM

TO: Ann Kitalong-Will
FROM: Captain David Earnhardt
REF: DUID Challenges/National Highway Traffic Safety Administration Grant
DATE: August 22. 2023

The Rowan County Sheriff's Office has been notified that it is eligible to apply for a grant through the National Highway Traffic Safety Administration for the DUID Program. The DUID Program is a Drug Impaired Driving Program.

The DUID grant is a reimbursement grant that will be asking for full reimbursement of purchases by November 10, 2023, with all funds expended by September 28, 2023.

The Rowan County Sheriff's Office is asking for $41,690.00 to purchase the Simulated Impaired Driving Experience® (SIDNE®) 7.1 Ultimate Package which is a versatile teaching tool that delivers an impaired and distracted driving experience guaranteed to help engage teen drivers. SIDNE is a custom-built electric kart that allows drivers and passengers to experience what can happen when they operate a vehicle under the influence of alcohol or marijuana, as well as the ramifications of driving while drowsy or distracted. Confidently address the impact of alcohol, marijuana/THC (Tetrahydrocannabinol), drowsiness, and distraction on a person 's driving abilities. Also to purchase Opioid Driving Goggle Kit, SIDNE Battery Set, and a 5x8 enclosed trailer for transport of the kart to local schools and events.

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Melissa J. Oleen, Library Director
DATE: 9/5/2023
SUBJECT: Proclamation: September 2023 Library Card Sign-up Month

---

Since 1987, Library Card Sign-Up Month has been held each September to mark the beginning of the school year. During the month of September, libraries across the United States work to ensure everyone signs-up for their own library card. From free access to STEAM programs/activities, education apps and databases, in-person and virtual homework help, Stories to Go and Books To Grow outreach to local pre-K child care centers and classrooms, private study rooms, computer labs, and birth to middle school literacy based programming, a Rowan Public Library card is one of the most cost effective back to school supplies available to the citizens of Rowan County.

I respectfully request the Board of Commissioners to proclaim September 2023 Library Card Sign-up month in Rowan County.

ATTACHMENTS:
1. Proclamation_September 2023 Library-Card-Sign-up-Month

Proclamation

WHEREAS, libraries play a crucial role in the education and development of children, from storytimes for preschoolers to college and career planning for high schoolers, fostering literacy and a love of reading;

WHEREAS, libraries are welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another across cultural, ethnic, generational, and economic lines, strengthening the social fabric of the communities they serve;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries help people of all ages navigate the complexities of life, providing access to research, information, and government services that allow everyone to lead more productive and fulfilling lives;

WHEREAS, libraries contribute to a strong local economy by providing access to the technology and training that are critical to the success of job-seekers, entrepreneurs, and students;

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, the shared resources libraries offer reduce the number of items households buy and dispose of, providing a simple way to save money, conserve resources, and reduce waste;

WHEREAS, a library card sparks creativity and empowers all people to explore new passions and interests and pursue a path of lifelong learning;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, Rowan Public Library has served the citizens of Rowan County for over a century;

THEREFORE, be it resolved that the Rowan County Board of Commissioners does hereby proclaim September 2023 as Library Card Sign-Up Month in Rowan County, North Carolina, and encourages everyone to sign up for their own library card today.

This the _____ day of September, 2023.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Sarah M. Pack
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM:
DATE: 9/5/2023
SUBJECT: Dave Clay - Centenarian

ATTACHMENTS:
1. Proclamation

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

PROCLAMATION
HONORING AND CELEBRATING THE SERVICE OF
CENTENARIAN DAVE CLAY

WHEREAS, Dave Clay, who was born in Winston-Salem and moved to Salisbury in 1952, celebrated his 100th birthday on August 29, 2023; and

WHEREAS, Mr. Clay served in both the Signal Corps and Air Corps before earning a business degree from the University of Richmond in a matter of three years; and

WHEREAS, Mr. Clay was among the group of Jaycees who worked to establish the Rowan County Fair, and served as Fair Manager from 1954 to 1964; and

WHEREAS, Mr. Clay became president of the State Agricultural Fair Association and served as president, board member, or chairman for the Salisbury City Council, the YMCA youth center capital campaign, the Chamber of Commerce, the Merchants Association, the Downtown Action Committee, the Economic Development Council, the First Union Bank Board, Civitan Club of Salisbury, and North Carolina Baptist Children's Homes during his career, and served in many capacities at First Baptist Church; and

WHEREAS, Mr. Clay was a member of the Salisbury City Council for four years, including when the city won the All-American City Award for 1961, and was one of the most popular incumbents Salisbury has ever seen.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners gives sincere thanks for the service of Mr. Clay and the impact he has had on the betterment of Rowan County and joins in celebration of his 100th birthday.

This the 5th day of September, 2023.

_____
Gregory C. Edds, Chairman
Board of Commissioners

ATTEST:

_____
Sarah Pack, NCCCC
Clerk to the Board

Equal Opportunity Employer

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Craig Pierce, Commissioner
DATE: 9/5/2023
SUBJECT: Reduced Adoption Fees for the Month of September

Our current adoption event pricing allows for 80% off of the entire $80 adoption fee, bringing the adoption cost to $16/animal to the adopter. Because our adoption process also includes $70 to be applied toward spay/neuter either in the form of in-house alteration by our veterinarian or a voucher provided to the adopter, the cost to the county is $64/animal.

The shelter has averaged 370 animals adopted during the month of September for the past 5 years. An average of 370 adoptions at $64/animal has an estimated cost of $23,680 to the county for reducing prices during the entire month of September 2023.

Please consider reducing the adoption fee for the month of September 2023.

ATTACHMENTS:
None

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM:
DATE: 9/5/2023
SUBJECT: Agenda Addition - Rowan County ADA Contracts - FY24

ATTACHMENTS:

1. ADA Memo
2. FY24 Rowan County ADA 20913440
3. FY24 Rowan County ADA 20913471

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

Re: Rowan County ADA Contracts – FY24

Date: August 31, 2023

Attached are the two (2) Rowan County ADA contract for FY23. Each contract has a total estimated cost of $99,747.00.

Recommendation: Board of Commissioners authorize County Manager to approve two (2) contracts for Rowan County Assistant District Attorneys, each contract has a total estimated cost of $99,747.00.

NORTH CAROLINA

ROWAN COUNTY

THIS AGREEMENT is made and entered into, by, and between **Rowan County**, (hereinafter "the County"); **Brandy L. Cook**, District Attorney, 27th Prosecutorial District (hereinafter "the District Attorney"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC"); (collectively, the "Parties" and individually, a "Party"), effective as of the date the last Party signs below.

WITNESSETH

THAT WHEREAS, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to hire one Assistant District Attorney;

WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety;

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

WHEREAS, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute;

WHEREAS, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Branch, including the office of the District Attorney; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of 12 months, beginning on September 1, 2023 and terminating on August 31, 2024.

2. The employee(s) under this contract will be the employee(s) of the District Attorney accordingly for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for the 27th Prosecutorial District.

3. The County will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, the District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this Agreement, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.

4. The County shall provide funds to the NCAOC Chief Fiscal Officer as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the County's financial obligation above and beyond the base amount indicated in Appendix A, should a claim be filed.

5. All payment of funds must be made electronically via an account with the North Carolina Department of State Treasurer, as established through the NCAOC and the North Carolina Office of the State Controller. After each electronic payment of funds, the County must then notify NCAOC's Cash Management Division via email, NCJC.FSD.CashManagement@nccourts.org, detailing the amount and relevant month for which the payment applies, or by attaching the relevant invoice to the email.

6. The County agrees to provide to the NCAOC all operating costs associated with the position(s) in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, registration fees, maintenance agreements, general office supplies, telephone service and equipment, personal computer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.

7. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

8. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.

    a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity

    b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102

    c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System

    d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan

9. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Branch. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for

any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase workers' compensation insurance to cover any workers' compensation claims that may be filed in accordance with this Agreement. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

10. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.

11. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.

12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.

13. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.

14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.

15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

16. This Agreement and any amendments or modifications hereto, to the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same force and legal effect as an original signature.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, have executed this Agreement as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this contract on behalf of the County.

ROWAN COUNTY

BY: _____ Date: _____
County Manager

DISTRICT ATTORNEY
27th PROSECUTORIAL DISTRICT

BY: _____ Date: _____
District Attorney

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____ Date: _____
Director

Approved as to Form

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

_____ _____
County Attorney County Finance Director

_____ _____
Date Date

APPENDIX A

Estimated Contract Cost 2/7/2023

Invoices will be based on actual, not estimated, costs.

Position Title: Assistant District Attorney NCAOC cost center 20913440	**Project Period Costs**	
Salary & Longevity	**65,000**	
Social Security 7.65%	**4,973**	
Retirement 26%	**16,900**	
Health Insurance	**7,700**	
Workers' Compensation	**325**	
Unemployment	**700**	
Office Supplies	**850**	
Training/Conference Registration Fees	**0**	1
Hardware, Software, Support Services	**1,560**	2
Data Infrastructure	**708**	2
Cell Phone	**0**	1
In-State Travel		
Mileage (600 miles x $0.66/mile)	**396**	
Lodging (5 days x $85/day)	**425**	
Meals (5 days x $42/day)	**210**	
Total Estimated Cost	**$99,747**	

1 Expenses not anticipated during this fiscal year.

2 Expenses are invoiced regardless of position vacancy status.

NORTH CAROLINA

ROWAN COUNTY

THIS AGREEMENT is made and entered into, by, and between **Rowan County**, (hereinafter "the County"); **Brandy L. Cook**, District Attorney, 27th Prosecutorial District (hereinafter "the District Attorney"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC"); (collectively, the "Parties" and individually, a "Party"), effective as of the date the last Party signs below.

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WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety;

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

WHEREAS, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute;

WHEREAS, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Branch, including the office of the District Attorney; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position shown in Appendix A.

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1. The term of this Agreement shall be for a period of 12 months, beginning on September 1, 2023 and terminating on August 31, 2024.

2. The employee(s) under this contract will be the employee(s) of the District Attorney accordingly for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for the 27th Prosecutorial District.

3. The County will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, the District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this Agreement, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.

4. The County shall provide funds to the NCAOC Chief Fiscal Officer as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the County's financial obligation above and beyond the base amount indicated in Appendix A, should a claim be filed.

5. All payment of funds must be made electronically via an account with the North Carolina Department of State Treasurer, as established through the NCAOC and the North Carolina Office of the State Controller. After each electronic payment of funds, the County must then notify NCAOC's Cash Management Division via email, NCJC.FSD.CashManagement@nccourts.org, detailing the amount and relevant month for which the payment applies, or by attaching the relevant invoice to the email.

6. The County agrees to provide to the NCAOC all operating costs associated with the position(s) in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, registration fees, maintenance agreements, general office supplies, telephone service and equipment, personal computer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.

7. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

8. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.

    a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity

    b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102

    c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System

    d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan

9. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Branch. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for

any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase workers' compensation insurance to cover any workers' compensation claims that may be filed in accordance with this Agreement. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

10. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.

11. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.

12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.

13. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.

14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.

15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

16. This Agreement and any amendments or modifications hereto, to the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same force and legal effect as an original signature.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, have executed this Agreement as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this contract on behalf of the County.

ROWAN COUNTY

BY: _____ Date: _____
County Manager

DISTRICT ATTORNEY
27th PROSECUTORIAL DISTRICT

BY: _____ Date: _____
District Attorney

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____ Date: _____
Director

Approved as to Form

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

_____ _____
County Attorney County Finance Director

_____ _____
Date Date

APPENDIX A

Estimated Contract Cost 2/7/2023

Invoices will be based on actual, not estimated, costs.

Position Title: Assistant District Attorney NCAOC cost center 20913471	**Project Period Costs**	
Salary & Longevity	**65,000**	
Social Security 7.65%	**4,973**	
Retirement 26%	**16,900**	
Health Insurance	**7,700**	
Workers' Compensation	**325**	
Unemployment	**700**	
Office Supplies	**850**	
Training/Conference Registration Fees	**0**	1
Hardware, Software, Support Services	**1,560**	2
Data Infrastructure	**708**	2
Cell Phone	**0**	1
In-State Travel		
Mileage (600 miles x $0.66/mile)	**396**	
Lodging (5 days x $85/day)	**425**	
Meals (5 days x $42/day)	**210**	
Total Estimated Cost	**$99,747**	

1 Expenses not anticipated during this fiscal year.

2 Expenses are invoiced regardless of position vacancy status.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Valerie Steele, Airport and Rowan Transit System Director, Ann Kitalong-Will, Grants Administration and Governmental Relations
DATE: 9/5/2023
SUBJECT: Public Hearing for Rowan Transit FY25 Grant Applications

---

Recommendation: Approve Rowan Transit (RTS) to complete and submit applications for the FY25 grants presented.

ATTACHMENTS:
1. 8.8.2023_Transit_FY25_Grant_Applications_Public_Hearing - Slides
2. FY2025_Agenda
3. RowanTransit_FY2025 Program Resolution

ROWAN TRANSIT SYSTEM

Be an original.

FY25 Transit Grant Applications – Public Hearing

Board of Commissioners Meeting

September 5, 2023 3:00pm

PURPOSE

- The North Carolina Public Transportation Division is accepting Transportation Program applications for FY25. The BOC is the official applicant for these funds.

Due October 6, 2023

- This public hearing is to allow residents an opportunity to comment on community transportation needs and the Rowan Transit System (RTS) grant applications.

5311 CTP

- Community Transportation Program
  - Covers administrative costs including salaries, travel, communications, utilities, advertising & secured parking lot.
- Requesting $275,956
  - $234,563 *(85% grant)*
  - $41,393 *(15% County match)*

5310 STATE/RURAL

- Enhanced Mobility of Seniors and Individuals with Disabilities
  - RVO, TLC, Dialysis-Rural
- Requesting $300,000
  - $150,000 *(50% grant)*
  - $150,000 *(50% match from contract revenue)*
  - Dialysis-Rural *(50% match from ROAP funding)*

Supports: Rowan Vocational Opportunities, Inc.

- Non-profit rehabilitation facility providing work adjustment, vocational training, long term or transitory employment & life skills for people with intellectual or developmental disabilities.

For more information visit rowanvocopp.org

Supports: Trinity Living Center

- Community-based adult day service to meet the needs of frail elderly and functionally and/or cognitively impaired adults.

For more information visit trinitylivingcenter.net

Supports: DaVita Kidney Care

- Provide patients with integrated care regardless of the stages of kidney disease.

For more information visit davita.com

COMBINED CAPITAL

- Funding to replace three raised roof vans all with lifts.
  - No guarantee NCDOT approval
  - No guarantee when receive vehicles
- Requesting $317,175
  - $285,457 *(90% grant)*
  - $31,718 *(10% County match)*

FY25 Transit Grant Applications

Total Requesting

$893,131

- Grant Funding
  $670,020
- **County Match**
  $73,111
- Contract Revenue
  $150,000

All grant agreements are brought back in front of the BOC for official acceptance, the certification that funding is available and the approval for signature by the County Manger.

ACTION ITEM #1

Conduct a Public Hearing on FY25 Transportation applications.

- BOC Clerk asked to please provide an official record of the public hearing minutes required to be included with the CTP application.

ACTION ITEM #2

Approve Rowan Transit (RTS) to complete and submit applications for the FY25 grants presented.

ACTION ITEM #3

Adopt CTP Public Transportation Program Resolution

- Identifies the County Manager as the “authorized official” to make the necessary federal and state assurances and certifications on application documents with empowerment to enter into subsequent NCDOT grant agreements.
- The County Attorney must also affirm that Rowan County has authority under State and local Law to make and comply with certifications and assurances.

Title:

Public Hearing: FY25 Transportation Grant Application Descriptions and Amounts

Explanation:

The purpose of the public hearing is to allow residents of the community the opportunity to comment on Rowan County transportation needs and grant applications.

FY25 transportation grant application descriptions and amounts requested.

Total Requesting: $893,131

County Match Required: $73,111

$150,000 from contract revenue.

Recommendation:

Approve RTS to apply for the grants as described and adopt the Community Transportation Program Adopt the CTP Public Transportation Program Resolution.

Attachments:

FY25 Transportation grant application descriptions and amounts
CTP Resolution

The North Carolina Public Transportation Division is now accepting Transportation Program applications for fiscal year 2025. The BOC is the only official applicant for these funds and in that capacity Rowan County is required to hold a Public Hearing prior to the application deadline of October 6, 2023.

FY2025 - 5311 Community Transportation Grant [CTP]
FY2025 - 5310 Elderly and Disabled Transportation Assistance Program Grant (Rural)
FY2025- Combined Capital Grant
FY2025 - 5310 Elderly and Disabled Transportation Assistance Program Grant (Urban) City of Concord

5311 - Community Transportation Program (CTP) application will secure 85% grant support for RTS administrative costs. In conjunction with submitting these budgets Rowan County must also execute agreements on multiple Federal and State certifications and assurances.

5310 – (State / Rural) Enhanced Mobility of Seniors and Individuals with Disabilities Program application will provide rural operating funds in support of continued service to Rowan Vocational Opportunities, Trinity Living Center and increasing demand for dialysis transportation.

No county match is required.

5310 – (Federal / Urban) Enhanced Mobility of Seniors and Individuals with Disabilities Program Application will provide urban operating funds in support of preventative maintenance of Rowan Transit System vehicles and other qualifying capital expenses. This is a Capital grant which requires 20% local match.

Combined Capital (Federal Section 5311, 5311 Appalachian, 5307, 5339) application will secure 90% grant support for Vehicles utilized in the rural and urban areas. In conjunction with submitting these budgets Rowan County must also execute agreements on multiple Federal and State certifications and assurances.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2025 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related

to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I Aaron Church, *County Manager* do hereby certify that the above is a true and correct. The motion was verified from the video of the September 5, 2023 Board Of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Integrated Mobility Division's Enterprise Business Systems no later than October 6, 2023.

_____

Signature of Certifying Official

Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me (date) _____

Affix Notary Seal Here

_____

*Notary Public **

_____

Printed Name and Address

My commission expires (date) _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Aaron Poplin, Planning Technician
DATE: 9/5/2023
SUBJECT: Consider PE 06-23 Mooresville Motorsport Complex

Tracy Broome, on behalf of the Mooresville Motorsport Complex, is requesting a Permit to Exceed from 12 PM to 12 AM September 15th,2023 at the Mooresville Dragstrip 1255 Wilkinson Rd (Tax Parcel 239 111) in Mooresville for a post-race concert. The duration of the request covers the entirety of the event, not just the live music portion. The applicant expects to attract around 200 people. This event is the final points-paying race of their season and will have a post-race concert. The applicant has indicated that this will be the same as one of their typical races just with the addition of a post-race concert.

Approve/Deny PE 06-23

ATTACHMENTS:
1. Staff Report
2. Site Plan
3. GIS Map
4. Application

Rowan County Planning and Development Department
402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341
Main: 704-216-8588

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: August 24, 2023
RE: **PE 06-23**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Receive public comments
❒ Discuss request ❒ Approve / Deny / Table **PE 06-23**

REQUEST

Tracy Broome on behalf of the Mooresville Motorsport Complex is requesting a Permit to Exceed from 12 PM to 12 AM September 15th,2023 at the Mooresville Dragstrip 1255 Wilkinson Rd (Tax Parcel 239 111) in Mooresville for a post-race concert. The duration of the request covers the entirety of the event, not just the live music portion. The applicant expects to attract around 200 people. This event is the final points paying race of their season and will have a post-race concert. The applicant has indicated that this will be the same as one of their typical races just with the addition of a post-race concert.

The Mooresville Dragstrip is a legal non-conforming use that existed prior to county-wide zoning was adopted in 1998. As a legal non-conforming use, the Dragstrip has been allowed to continue operations while not conforming to all the standards of the zoning ordinance. The regular drag racing that occurs on this property does not require a permit to exceed as the races do not involve amplified sound. The post-race concert does require a permit to exceed as the music will involve amplified sound.

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 this application on August 2nd well in advance for consideration on September 5th.

2. The nature of the requested activity
   Finding: This is a post-race concert for the final race of the season.

3. Previous experience with the applicant.
   Finding: This is the first time the applicant has requested a permit to exceed.

4. The time of the event.
   Finding: The event will begin on Friday September 15th at 12:00 PM, and end at 12:00 AM that night.

5. Other activities in the vicinity of the proposed event.
   Finding: none to our knowledge.

6. Frequency of the event.
   Finding: The applicant is considering future post-race concerts, but none are planned at this time. Future concerts could be considered under one application if all concert dates are known.

7. Cultural or social benefits of the proposed event.
   Finding: The applicant expects to attract an estimated 200 people.

8. The effect of the activity on any adjacent residential area.
   Finding: see attached map of area properties.

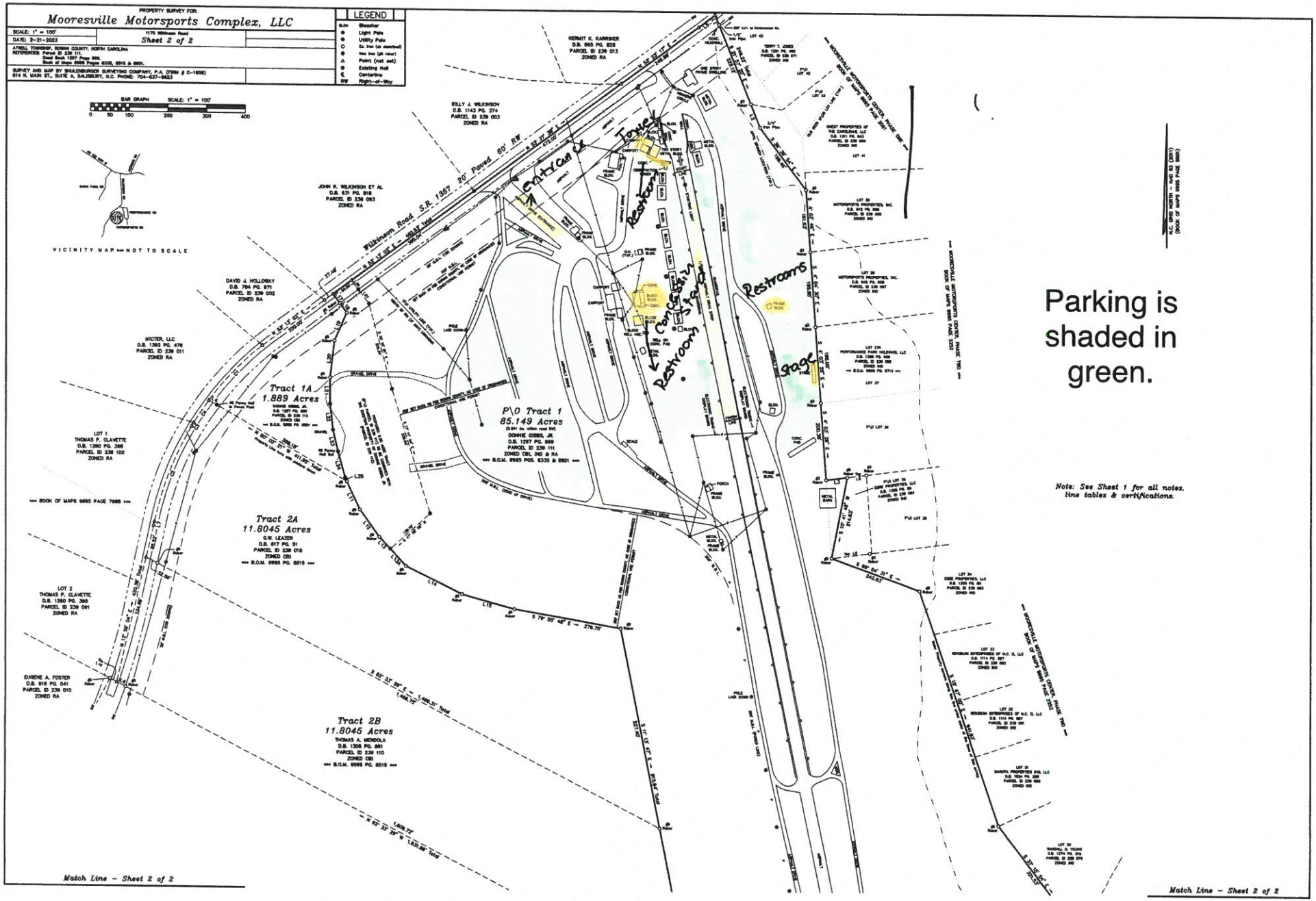
9. Previous violations, if any, by the applicant.
   Finding: The current owners have not had any past violations of the noise ordinance.

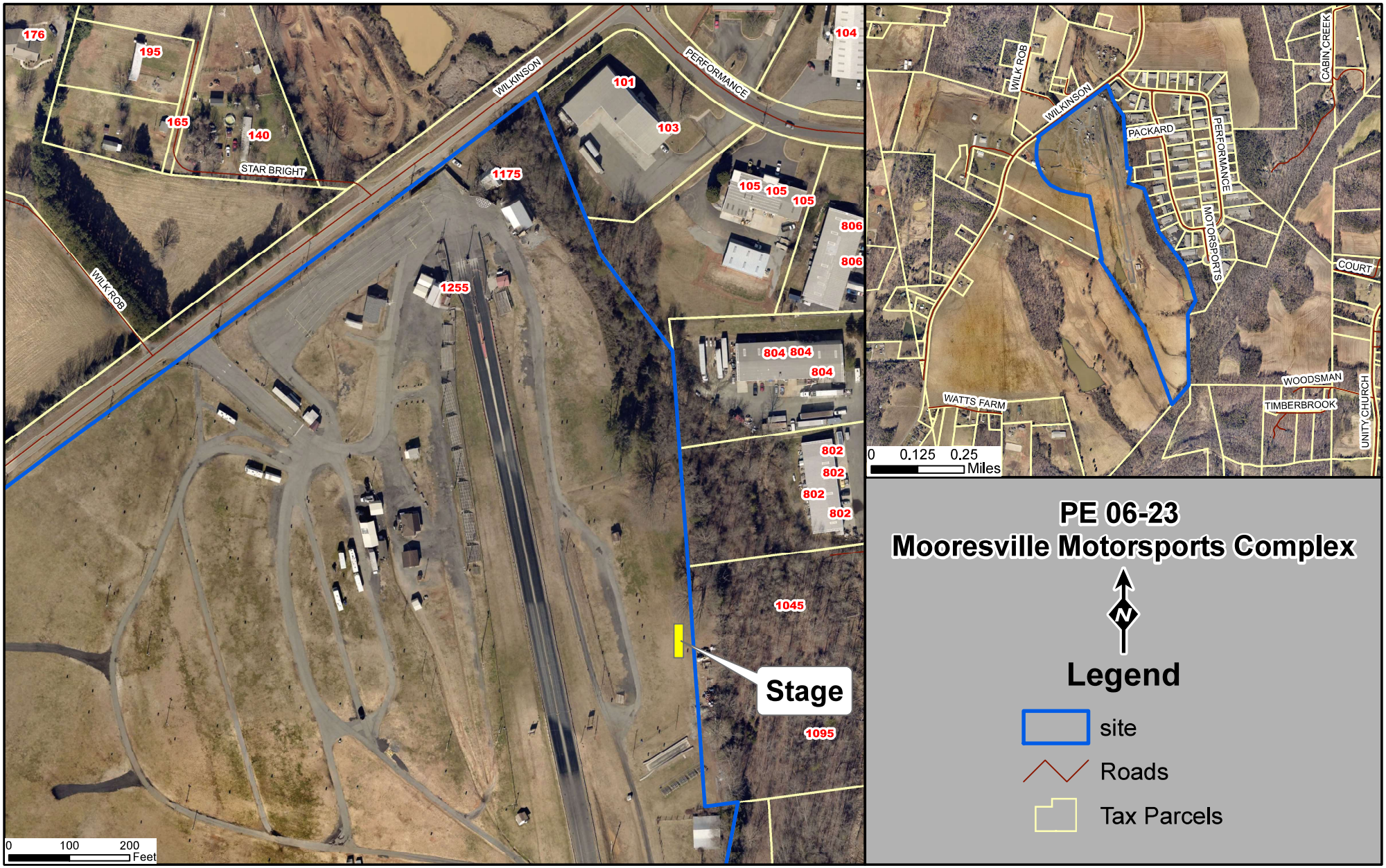
10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

Finding: The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on August 24th regarding this application (12 days notice before the BOC meeting and three weeks before the event).

STAFF COMMENTS

The only concern staff have with this request is how late the event is proposed for.


PROPERTY SURVEY FOR:
Mooresville Motorsports Complex, LLC
SCALE: 1" = 100'
DATE: 3-21-2023
1175 Wilkinson Road
Sheet 2 of 2
ATWELL TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA
REFERENCES: Parcel ID 239 111, Deed Book 1297 Page 869, Book of Maps 9995 Pages 6335, 8915 & 8901.
SURVEY AND MAP BY: SHULENBURGER SURVEYING COMPANY, P.A. (FIRM # C-1858)
614 N. MAIN ST., SUITE A, SALISBURY, N.C. PHONE: 704-637-9613
LEGEND
Bleacher
Light Pole
Utility Pole
Ex. Iron (or marked)
New Iron (pk nail)
Point (not set)
Existing Nail
Centerline
Right-of-Way
BAR GRAPH SCALE: 1" = 100'
0 50 100 200 300 400
VICINITY MAP *** NOT TO SCALE
Wilkinson Road S.R. 1367 20' Paved 60' R/W
Tract 1A
1.889 Acres
DONNIE GIBBS, JR.
D.B. 1297 PG. 869
PARCEL ID 239 111
ZONED CBI, IND & RA
*** B.O.M. 9995 PGS. 6335 & 8901 ***
P\O Tract 1
85.149 Acres
DONNIE GIBBS, JR.
D.B. 1297 PG. 869
PARCEL ID 239 111
ZONED CBI, IND & RA
*** B.O.M. 9995 PGS. 6335 & 8901 ***
Tract 2A
11.8045 Acres
G.W. LEAZER
D.B. 817 PG. 51
PARCEL ID 239 016
ZONED CBI
*** B.O.M. 9995 PG. 8915 ***
Tract 2B
11.8045 Acres
THOMAS A. MENDOLA
D.B. 1306 PG. 881
PARCEL ID 239 110
ZONED CBI
*** B.O.M. 9995 PG. 8915 ***
KERMIT K. KARRIKER
D.B. 883 PG. 828
PARCEL ID 239 013
ZONED RA
BILLY J. WILKINSON
D.B. 1143 PG. 274
PARCEL ID 239 003
ZONED RA
JOHN R. WILKINSON ET AL.
D.B. 631 PG. 818
PARCEL ID 239 083
ZONED RA
DAVID J. HOLLOWAY
D.B. 784 PG. 971
PARCEL ID 239 002
ZONED RA
MISTER, LLC
D.B. 1392 PG. 478
PARCEL ID 239 011
ZONED RA
LOT 1
THOMAS P. CLAVETTE
D.B. 1260 PG. 366
PARCEL ID 239 102
ZONED RA
LOT 2
THOMAS P. CLAVETTE
D.B. 1260 PG. 366
PARCEL ID 239 091
ZONED RA
EUGENE A. FOSTER
D.B. 816 PG. 541
PARCEL ID 239 010
ZONED RA
Entry Gate
Tower
Restrooms
Concession Stand
Restrooms
Stage
Parking is shaded in green.
Note: See Sheet 1 for all notes, line tables & certifications.
*** BOOK OF MAPS 9995 PAGE 7995 ***
*** MOORESVILLE MOTORSPORTS CENTER, PHASE TWO ***
BOOK OF MAPS 9995 PAGE 7995
N.C. GRID NORTH - NAD 83 (2011)
(BOOK OF MAPS 9995 PAGE 9995)
Match Line - Sheet 2 of 2
Match Line - Sheet 2 of 2


176
195
165
140
STAR BRIGHT
WILKINSON
PERFORMANCE
104
101
103
1175
105
105
105
806
806
WILK ROB
1255
804
804
804
802
802
802
802
1045
Stage
1095
0 100 200 Feet
WILK ROB
WILKINSON
PACKARD
PERFORMANCE
MOTORSPORTS
CABIN CREEK
COURT
WOODSMAN
TIMBERBROOK
UNITY CHURCH
WATTS FARM
0 0.125 0.25 Miles
PE 06-23
Mooresville Motorsports Complex
N
Legend
site
Roads
Tax Parcels

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: Mooresville Motorsport Complex
Signature:
Phone: 704-351-0212 Email: Tracy.broome@icloud.com
Address: 1255 Wilkinson Road
Mooresville, NC 28115

APPLICANT / AGENT INFORMATION:

Name: Tracy Broome
Signature:
Phone: 704-351-0212 Email: Tracy.broome@icloud.con
Address: 1255 Wilkinson Road
Mooresville, NC 28115

PROPERTY DETAILS:

Tax Parcel: 239111 Size (sq.ft. or acres): 85.15 AC
Location of Event: 1255 Wilkinson Road Mooresville NC 28115.
Current Land Use: Mooresville Dragstrip SUP Zoning District: CBI

PURPOSE:

State Purpose of Request:

Seeking permit for live music. September 15 is the final points race of the Season. We would like to provide a live band in celebration for a great season.

Date(s) of event: September 15, 2023 Begin Time: 12:00 pm End Time: 12:00 am
Anticipated Number of Attendees: 200.00

SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Board of Commissioners Action: Approved _____ Denied _____ 6. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Rebecca Saleeby, Deputy Clerk to the Board
DATE: 9/5/2023
SUBJECT: Board Appointments

ATTACHMENTS:

1. 5 September 2023
2. Application Report Sept 5 2023

MONTHLY BOARD APPOINTMENTS
September 5, 2023
COMMISSIONERS MEETING

****

HEALTH BOARD

Dr. Darise Daves Caldwell reapplied for Registered Nurse Seat on the Health Board that will be available January 1, 2024. If reappointed, her term would end on December 31, 2026.

Dr. Anthony Jerome Davis reapplied for General Public Seat on the Health Board that will be available January 1, 2024. If reappointed, his term would end on December 31, 2026.

Linus Giles Goodman III reapplied for Engineer Seat on the Health Board that will be available January 1, 2024. If reappointed, his term would end on December 31, 2026.

***Ms. Harris, Health Director, asked these appointments to be added to agenda before she goes out on leave.*

JUVENILE CRIME PREVENTION COUNCIL

Timothy Justin Crews reapplied for the Chief on Police Seat on Juvenile Crime Prevention Council that became available on July 1, 2023. If reappointed, his term would end June 30, 2025.

TOURISM DEVELOPMENT AUTHORITY

Andrew J Maben applied for the Rowan County Chamber of Commerce Seat on Tourism Development Authority that became available on September 1, 2023. If reappointed, his term would end August 31, 2025.

Stephen Kidd applied for the County Tourism Development Interest Seat on Tourism Development Authority that became available on September 1, 2023. If reappointed, his term would end August 31, 2025.

(Note: There are approximately 64 vacancies on various boards.)

APPLICATIONS FOR BOARDS WITHOUT VACANCIES

****

LIBRARY BOARD

Jonathan S Barbee submitted application, however, there are no vacancies. The next vacancy will be August 1, 2024.

PLANNING BOARD

Jonathan S Barbee 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.

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.

Health Board

Rowan County | Generated 9/6/2023 @ 12:48:42 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Dr. Darise Daves Caldwell	8/15/2023	219 Hogan's Valley Way Salisbury, NC 28144 **Resident:** Yes **Ward/District:** Milford Hills City	**Phone:** 704-791-0824 **Cell Phone:** 704-791-0824 **Email:** daricaldwell3@gmail.com	Validated
Dr. Anthony J Davis	8/24/2023	Livingstone College 701 West Monroe Street Salisbury, NC 28144 **Resident:** Yes **Ward/District:** West End	**Phone:** 704-216-6098 **Cell Phone:** 919-225-1660 **Email:** president13@livingstone.edu	Validated
PE Linus Giles Goodman, III	8/15/2023	104 Wheaton Court Salisbury, NC 28147 **Resident:** Yes	**Phone:** 7046337948 **Cell Phone:** 704-576-5083 **Email:** ggoodman@bahnson.com	Validated

Dr. Darise Daves Caldwell

Rowan County | Generated 9/6/2023 @ 8:48 am by OnBoard2 - Powered by ClerkBase

Status

Name	Dr. Darise Daves Caldwell
Application Date	8/15/2023
Expiration Date	8/15/2024
Board Member	**Darise Daves Caldwell**
Status	Validated

Board	Vacancies	Status
Health Board ::Registered Nurse	0	BoC Meeting

Basic Information

Name
Dr. Darise Daves Caldwell

Business/Civic Experience and why you feel you are qualified for this appointment:
currently Board of Health Chair, previous Chamber and EDC Board member

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
219 Hogan's Valley Way
Salisbury, NC 28144

Resident
Yes

Ward/District
Milford Hills City

Email
daricaldwell3@gmail.com

Phone
704-791-0824

Cell Phone
704-791-0824

Occupation

Employer
Retired from Novant Health

Occupation
Registered Nurse

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Generated 9/6/2023 @ 8:48 am

Darise D. Caldwell, RN, Ph.D., FACHE
219 Hogan's Valley Way
Salisbury, North Carolina 28144
(704) 791-0824 (cell)
Daricaldwell3@gmail.com

EDUCATION

Doctor of Philosophy – Health Care Administration – 1987
Columbia Pacific University
San Rafael, California

Masters of Science in Nursing – 1981
Duke University
Durham, North Carolina

Bachelor of Science in Nursing – 1979
University of North Carolina
Chapel Hill, North Carolina

CERTIFICATIONS/PROFESSIONAL ORGANIZATIONS

American College of Healthcare Executives – Fellow (FACHE)
Certified Nursing Administrator – Advanced (CNAA) American Center for Credentialing of Nurses
North Carolina Registered Nurse license - #68317

EXPERIENCE

Dari Caldwell Consulting – 2020- present

- **President** – provide executive coaching, mentoring and project management for a variety of for-profit and not for profit organizations. Serve as guest speaker, seminar leader, strategic planning facilitator, and advisor related to leadership development, and management within the health care arena and beyond.
- **Engagements**:
    - Coach/Mentor for newly formed Foundation of Partners In Learning successfully raising $9 million for capital campaign
    - Advisor for Carolina Orthopedics and Sports Medicine with transition from healthcare organization owned to private practice
    - Advisor for Retrofix, product new to market -developed by Dr. Boyd Watts, orthopedic surgeon
    - Consultant to Wallace & Graham Attorneys for healthcare related cases

- Consultant to physician residents regarding contract offers for employment
- Strategic Planning retreat facilitator for St. Johns Lutheran Church pre-school
- Monthly healthcare blog writer for Rowan County website (yourrowan.com)

Novant Health - November 2007 – January, 2020

- **Vice President** – **Novant Health Foundation** – June 2019-January, 2020
- **President, Novant Health Rowan Medical Center** – May 2010 to June 2019
- **Novant Health Accountable Care Organization, LLC** – Secretary- 2017-2019
- **Vice President, Novant Medical Group/Ambulatory Care** – Dec 2009-May 2010
- **Vice President, Ambulatory Operations** – December 2008-December 2009
- **Director of Growth and Development, Novant Medical Group** – Nov 2007-Dec 2008

Cabarrus Family Medicine, PA – 2005- 2007

- **Vice President for Operations** – August 2007- November 2007
- **Vice President for Clinic Services** – April 2005 – August 2007

Community Care of North Carolina- Waiver Program

- Executive Director – July 2006-August 2007

NorthEast Medical Center – 1993-2005 (Now Atrium - Cabarrus)

- **Executive Vice President/Chief Operating Officer** – March 1998 – Feb. 2005
- **Executive Vice President – Operations** – November 1997 – March 1998
- **Vice President, Patient Care Services/Chief Nurse Executive** – March 1995-November 1997
- **Clinical Director, Ambulatory/Family Services** - September 1993 – March 1995

White Plains Hospital Center, White Plains, New York – December 1990 to January 1992

- **Senior Vice President – Nursing Services**

St. Agnes Hospital, White Plains, New York – January 1990 to December 1990

- **Vice President – Nursing Services**

Downey Community Hospital, Downey, California – May 1985 to December 1989

- **Assistant Administrator/Chief Nurse Executive**

Wilson Memorial Hospital, Wilson, North Carolina – January 1983 to April 1985
- **Nursing Assistant Administrator**

University of Texas, Austin, Texas – August 1981 to December 1982
- **Clinical Instructor**

May 1979-December 1982
Staff nurse/charge nurse – Critical Care/Trauma services/Flight team
Extensive experience in a variety of critical care environments ranging from small community hospital to major teaching facility. (Full time and part time while in school) [Seton Medical Center, Austin, Texas; Duke University Medical Center, Durham, NC; Johnston Memorial Hospital, Smithfield, NC; Cabarrus Memorial Hospital, Concord, NC]

Other Appointments:
Mayor's Advisory Council – Fibrant Solutions – City of Salisbury – 2017
Chancellor's Advisory Committee on Family Medicine- Duke University Medical Center (September 2006-present)
UNC-Chapel Hill, NC- Clinical Associate Professor-Department of Family Medicine (effective 12/1/06) Faculty for Quality Component of Residency program
UNC – Chapel Hill, North Carolina – Adjunct Faculty, 2003 – School of Public Health
UNC – Charlotte, North Carolina – Adjunct Faculty, 1994 – Masters in Nursing Program
Course Faculty: Health Care Economics
Cabarrus College of Health Sciences, Concord, North Carolina – Adjunct Faculty
College of New Rochelle, New Rochell, New York – Adjunct Faculty, MHA program
Nash-Edgecombe-Wilson-Halifax Nursing Consortium, Rocky Mount, North Carolina, (Lead Instructor, LPN to RN program) 1984/85

COMMUNITY ORGANIZATIONS

Rowan County Health Department Board of Health – 2021-present
Board of Health Chair – 2021-present
Healthy Rowan – Executive Team – 2014-present
Catawba College – Nursing Advisory Council – 2019
Novant Health Hospice Advisory Council – 2018-2022
Graduate Medical Education Committee- Novant Health Residency program – 2017-2019
Rowan Works – Economic Development Council – 2017-2022
Chair elect – 2021
United Way of North Carolina Board – 2012-2015
Rowan Chamber of Commerce Board – 2010-2016
Board Chair - 2015
Rowan Cabarrus Community College Board of Trustees – 2011-present

Salisbury Rotary Club – 2010-2020
Cabarrus Health Alliance Board of Directors – 2012-2018
Alliance for Tomorrow
Board of Directors: Vice Chair- 2007-2019
City of Concord – Board of Adjustments 2004-2010
Wachovia/Wells Fargo Community Board – 2000-present
Jay M. Robinson Booster Club – 2001-2010
Founding Member – 2001
Cannon Memorial YMCA
Corporate Board of Directors – 2001 – 2008
Board Chair – 2005
Delegate to YMCA National Assembly- 2007
Cabarrus County Chamber of Commerce
Board of Directors- 2002- 2008
Board Chair – 2006
Cabarrus Family Medicine Residency Board
Board Chair- 2000 – 2005
Hospice of Cabarrus County
Board of Directors – 2004
First Presbyterian Church Elder – 2002-2004
Cabarrus County Chapter of the American Red Cross
Board of Directors -1994-2000
Board Chair -1998-2000
On-Call Nurse – Disaster Relief Nurse– 1994-2007
United Way of Cabarrus County
Board of Directors – 1997-2000
Junior Charity League of Concord- 1994-1999
Strategic Planning Committee-2007

AWARDS

- American Hospital Association – Most Valuable Player – HOSPAC – 2016
- Order of the Long Leaf Pine recipient – 2016 (North Carolina governors' highest honor)
- Salisbury Top 10 to Watch – *Salisbury Post* 2015
- Women in Business – Outstanding Woman recipient – *Charlotte Business Journal* - 2015
- Kannapolis Centennial Award – Hero of Kannapolis – 2007
- "Top 10 Most Influential Women in the Golden Crescent," *Business Today,* October, 2006
- "Focus on Cabarrus County- Top 5 Business Leaders," WSOC Channel 9 TV, August, 2006
- Governor's Award for Volunteer Service – 2000
- North Carolina Great 100 Nurse Award – 1997

- Emerging Leader's Award – 1989 – Presented by the Health Care Forum and Korn/Ferry International, San Francisco, California (National Award for Outstanding Leadership in Healthcare Industry)
- Sigma Theta Tau – Nursing Honor Society - 1979

PUBLICATIONS/RESEARCH/PRESENTATIONS

- Lecturer – Campbell University School of Osteopathic Medicine – "Healthcare Organizations and what they want from Physicians" – 2020, 2021, 2022
- "Evaluating Job Offers", guest speaker for Young Leaders Organization, Rowan Chamber of Commerce, 2022
- Commencement Speaker – May 2021 – Rowan Cabarrus Community College
- Psychological Implications of COVID 19 – Rowan Chamber of Commerce Women in Business speaker, April 2020
- "The Third Thirty – Healthcare Aspects of Aging" – First Presbyterian Church – February 2020
- Commencement Speaker – May 2015 Rowan Cabarrus Community College
- Commencement Speaker – May 2014 – Pfeiffer University School of Nursing
- "The Health of Rowan County" Keynote speaker – Chamber Mayor's Meeting – 2012
- "Managing Staff Reduction Effectively," Keynote Speaker for Rowan Cabarrus Economic Development Bridges to Excellence Symposium, May 2013
- "Leadership", UNC – Charlotte Master's in Education class, May 2012
- "The Case for Open Heart Surgery at Cabarrus Memorial Hospital," Campbell, Fred and Caldwell, Darise, Strategic Management of Health Care Organizations, Swayne, et al., Blackwell Publishing, MA, 2006, p.842.
- "Professionalism in Nursing Leadership," Sigma Theta Tau Induction, Queen's College, Charlotte, North Carolina, May 2002 (Keynote Speaker)
- "Interfacing the Nursing Budget with the Hospital Budget," presentation at National Nurses Executive Conference, concurrent session, PACE University, White Plains, New York, 1992.
- "Swimming with the Sharks," presentation to nursing students, Masters in Nursing Administration Program, Lehman College, Bronx, New York, 1991.
- "A Model of Practice: The Critical Care Clinical Nurse Specialist," Momentum, P.1, Vol. 8, No. 1/1990 (Published by the American Association Council of Clinical Nurse Specialists)
- "Retention of Hospital Nurses," presentation to Deans and Nursing Administrators Symposium, (keynote speaker) California State University, Long Beach, 1989.
- "A New Approach to Charge Nurse Development," Nurseweek, p.10, May, 1989 (California Publication).
- "The Development and Implementation of a Management Education Program," 1987 (Doctoral Dissertation) Columbia Pacific University

- "Relationship Between Anxiety Level of Spouses of Patients with Chest Pain and Providing Orientation Information to Those Spouses," 1981 (Master's Thesis) Duke University.

Personal:

Married for 36 years to David Caldwell (Realtor/retired Textile Sales)
Two sons:

Trent Caldwell – Head Strength and Conditioning Coach at Lenoir Rhyne University (married to Brittany – granddaughter Sullivan – age 5, Shepherd and Sunday, age 2)

Dr. Chris Caldwell – fourth year Orthopedic Surgery Physician Resident – LSU, Shreveport, LA

Member of First Presbyterian Church – Salisbury, NC

Chair of Health Committee - 2022

Dr. Anthony J Davis

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Status

Name	Dr. Anthony J Davis
Application Date	8/24/2023
Expiration Date	8/24/2024
Board Member	**Anthony Jerome Davis**
Status	Validated

Board	Vacancies	Status
Health Board ::General Public	0	BoC Meeting

Basic Information

Name
Dr. Anthony J Davis

Business/Civic Experience and why you feel you are qualified for this appointment:
As President of Livingstone College, I represent underserved and minority populations that need medical resources.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Request for Waiver of Term Limits
Yes

Contact Information

Address
Livingstone College
701 West Monroe Street
Salisbury, NC 28144

Resident
Yes

Ward/District
West End

Email
president13@livingstone.edu

Phone
704-216-6098

Cell Phone
919-225-1660

Occupation

Employer
Livingstone College

Occupation
President

Other Questions

Question #4

Are you a Rowan County Government employee?
No

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Dr. Anthony J. Davis

Dr. Anthony J. Davis is the 13th president of Livingstone College. A 2001 magna cum laude graduate of Livingstone, he is the first alumnus in 25 years to serve as president.

Prior to becoming president effective Oct. 1, 2022, Dr. Davis served as the senior vice president/chief operating officer for Livingstone. In that role, he was responsible for supervising and providing leadership for the entire fundraising enterprise. He also managed day-to-day operations with the responsibility of providing strategic oversight in key areas on campus to create synergy that promotes economic growth, revenue generation and sustainability.

Dr. Davis is a foster care survivor who emancipated himself from the foster care system at age 17 and joined the United States Air Force. He is a philanthropic practitioner, who began his career more than 27 years ago. His passion for education, community and social justice has positioned him to provide visionary strategic leadership in support of a number of colleges, universities and non-profit organizations. His work has resulted in the procurement of more than $400 million in gifts and grants, with a special emphasis on major gifts and planned giving, successfully securing donor contributions at the $10,000 through $5 million levels.

Dr. Davis attended The Fundraising School of Indiana University – Bloomington's Center of Philanthropy (Indiana University-Purdue University Indianapolis); earned his master's degree in philanthropy and development from St. Mary's University in Minnesota; and completed his doctoral work at The United Theological Seminary, Dayton, Ohio, where he earned a Doctor of Ministry degree.

PE Linus Giles Goodman, III

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Status

Name	PE Linus Giles Goodman, III
Application Date	8/15/2023
Expiration Date	8/15/2024
Board Member	**Linus Giles Goodman, III**
Status	Validated

Board	Vacancies	Status
Health Board ::Engineer	0	BoC Meeting

Basic Information

Name
PE Linus Giles Goodman, III

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been on the Health Board for two terms.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
104 Wheaton Court
Salisbury, NC 28147

Resident
Yes

Ward/District

Email
ggoodman@bahnson.com

Phone
7046337948

Cell Phone
704-576-5083

Occupation

Employer
Bahnson Mechanical Systems,
Charlotte, NC 28273

Occupation
Senior Design Engineer, PE

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

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104 Wheaton Court
Salisbury, N.C. 28147

(704) 504-2159 ; (704) 576-5083
ggoodman@bahnson.com

L. Giles Goodman III

Experience

2013- Present Bahnson Mechanical Systems Charlotte, N.C.

Senior Design Engineer

- HVAC design and project support for the construction and modification of commercial, industrial process cooling, data centers, laboratories, hazardous storage, nuclear and fossil/hydro station facilities.
- Project proposal and budget development
- System operational investigations
- HVAC system analysis and modeling using Trane Load 700 and System Analyzer.
- Significant multiple design projects for Duke/Progress Energy in NC and SC for operation centers, data centers, laboratories, clean rooms, corporate offices and power plant modifications.
- Indoor air quality evaluation and building pressurization control.

2005-2012 Duke Energy, Corporate Real Estate Services Charlotte, N.C.

Senior Mechanical Engineer

- Significant HVAC and mechanical design experience of commercial, industrial, data centers, laboratories, hazardous storage, nuclear and fossil/hydro station facilities.
- Design of site data/server rooms at McGuire, Catawba and Oconee Nuclear Stations; initial conceptual design of McGuire Alternate Data Center.
- Multiple projects design and engineering project oversight for mechanical projects at the DE College Street Data Center.
- Facility energy analysis and assessment
- Design experience with chilled water, glycol, steam, air cooled, geothermal, and ice thermal storage systems.
- Mechanical engineering operational support of more than 14M square feet of commercial, industrial and data center facilities.
- Project management of mechanical projects ranging from $ 5K to $ 10M
- Selection and management of consulting engineers for outsourced projects.
- Corporate planning, estimating and budgeting for major mechanical projects and equipment replacements.
- Development and management of annual mechanical service contracts.
- Unescorted nuclear access.

2003-2005 Duke Energy, Corporate Real Estate Services Charlotte, N.C.

Asset Manager, Charlotte Facilities

- Management of building operations for all Duke Energy Charlotte facilities (approx. 3M SF)
- Management of contracts for facility services including building operations and maintenance, building security, food services, custodial services, parking administration, and landscaping.
- Development and management of approximately $27M annual capital and operating budgets.

1987-2003 Duke Energy, Corporate Real Estate Services Charlotte, N.C.

Senior Mechanical Engineer, Engineering Supervisor

- Significant HVAC and mechanical design experience of commercial, industrial, data centers, nuclear and fossil/hydro station facilities.
- Design experience with chilled water, glycol, steam, air cooled and thermal storage systems
- Principle management of mechanical engineering group (15 engineers and designers) performing HVAC, fire protection, plumbing, and water/sewer distribution systems design.
- Mechanical engineering operational support of more than 12M square feet of commercial and industrial facilities.
- Project management of mechanical projects ranging from $ 5K to $ 10M
- Selection and management of consulting engineers for outsourced projects.
- Corporate planning, estimating and budgeting for major mechanical projects and equipment replacements.
- Development and management of annual mechanical service contracts.
- Initial development of a mechanical engineering group performing HVAC, fire protection, plumbing, and water/sewer distribution systems design for primarily commercial and industrial facilities at Duke Power generating facilities from existing Design Engineering personnel (1987).

1976–1987 Duke Power Co., Design Engineering Department Charlotte, N.C

Supervising Design Engineer

- Supervision of piping engineering and fire protection groups providing piping engineering support for all Duke nuclear, fossil and commercial piping projects.
- Development of Fossil Life Extension program and implementation approach. Technical paper and presentation to ASME and ASCE national conventions.
- Evaluation of Duke, TVA and Delmarva Power & Light fossil stations relative to current condition of piping, mechanical systems and related components, water systems and compressed air systems. Development of final reports and budget analysis to clients.
- Supervision of in-house and contract engineers performing piping analysis and structural designs for nuclear safety related piping and duct supports and piping analysis during the construction of McGuire Nuclear Station.
- On site coordination of piping support design with piping and support erection activities

during the final five years prior to McGuire Unit 1 and 2 start-up.

- Management of contract engineering, vendor, and consultants activities.
- Review of nuclear safety related calculations during NRC technical audits and Performance of technical audits on nuclear equipment vendors.

1974–1976 Southerland & Associates, Consulting Engineers, Charlotte, N.C.
Engineer Assistant

- Performed miscellaneous mechanical, structural, electrical design projects including piping design, HVAC system design, structural analysis of machine parts, equipment arrangement and design of material handling systems under the supervision of professional engineers.

Skills / Knowledge

- HVAC design using Trane Trace and associated load analysis programs.
- Knowledge and application of the IBC and ASHRAE 62 and 90.1
- Indoor Air Quality investigations/resolutions.
- Significant facility management experience as engineer/owner/operator.
- Management/supervision of engineering and technical groups ranging from six to ninety personnel.
- Energy analysis and energy efficiency strategies.

Education / Professional

- UNCC, Bachelor Mechanical Engineering, Honors
- Rowan Technical Institute, AAS Mechanical Engineering
- Clemson University, Architecture, 1968-71
- North Carolina PE 10166, Kentucky PE 14424, Pennsylvania PE 074637,

  Virginia PE 402056030, West Virginia PE 22074
- ASHRAE and NFPA Member

Project History and References

Summary of HVAC project design history for new construction and renovations:

- Commercial Office Space; single and multi-story (2,000SF – 500,000SF)
- Dental/ Medical/ Veterinary Office space (2,000SF – 10,000SF)
- Environmental Laboratory and Clean Rooms (1,000SF – 50,000SF)
- Industrial & Power Plant HVAC systems, Data Centers, and Process Cooling (5,000SF – 300,000SF)
- Restaurant and Food Service space (2,000SF – 15,000SF)
- Thermal storage and geothermal system HVAC design (10,000 – 100,000 SF)
- Historical Buildings HVAC retrofits and evaluations (< 15,000 SF)

References:

- Joshua Henderson, PE, AME Engineers, Charlotte, N.C. (704) 295-4263
- J F Snipes, Jr., PE, Duke Energy Corp, Charlotte, N.C. frank_snipes@hotmail.com
- Martha Purser, PE, Duke Energy Corp, Charlotte, N.C. (704) 382-4705

Juvenile Crime Prevention Council

Rowan County | Generated 9/6/2023 @ 12:48:49 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
mr Timothy justin crews	8/24/2023	130 E Liberty St Salisbury, NC 28138 **Resident:** Yes	**Phone:** 7047985660 **Email:** tcrew@salisburync.gov	Validated

mr Timothy justin crews

Rowan County | Generated 9/6/2023 @ 8:48 am by OnBoard2 - Powered by ClerkBase

Status

Name	mr Timothy justin crews
Application Date	8/24/2023
Expiration Date	8/24/2024
Board Member	**Timothy Justin Crews**
Status	Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	2	BoC Meeting

Basic Information

Name
mr Timothy justin crews

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been a police Officer for 25 years

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
130 E Liberty St
Salisbury, NC 28138

Resident
Yes

Ward/District

Email
tcrew@salisburync.gov

Phone
7047985660

Occupation

Employer
Salisbury Police Department

Occupation
Police Officer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

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Planning Board

Rowan County | Generated 9/6/2023 @ 12:48:51 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

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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

Email
barbeejs@outlook.com

Phone
9802343088

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Generated 9/6/2023 @ 8:48 am

Rowan Economic Development Council

Rowan County | Generated 9/6/2023 @ 12:48:54 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 9/6/2023 @ 8:48 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

Email
phoebeomorrison@gmail.com

Phone
7576364399

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

Generated 9/6/2023 @ 8:48 am

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

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.

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Assisted Volleyball Coach at Crittenden Middle School in Newport News VA

Volunteered for over 5 years as Assistant Basketball Coach for Recreational Teams

Tourism Development Authority

Rowan County | Generated 9/6/2023 @ 12:48:57 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Stephen Lee Kidd	8/15/2023	710 Emerald Bay Dr Salisbury, NC 28146 **Resident:** Yes	**Phone:** 7046034114 **Cell Phone:** 7047981479 **Email:** stephen.kidd@lpl.com	Validated
Mr Andrew J Maben	8/11/2023	2295 Saint Luke's Church Road Salisbury, NC 28146 **Resident:** Yes	**Phone:** 704-310-5048 **Cell Phone:** 704-830-6577 **Email:** andy@newsarumbrewing.com	Validated

Stephen Lee Kidd

Rowan County | Generated 9/6/2023 @ 8:48 am by OnBoard2 - Powered by ClerkBase

Status

Name	Stephen Lee Kidd
Application Date	8/15/2023
Expiration Date	8/15/2024
Board Member	**Stephen Kidd**
Status	Validated

Board (Rank)	Vacancies	Status
ABC Board (1)	1	Pending
Tourism Development Authority (2)	2	BoC Meeting

Basic Information

Name
Stephen Lee Kidd

Business/Civic Experience and why you feel you are qualified for this appointment:
I have served Rowan County on multiple boards such as the EDC, TDA, BOE, and Rufty Holmes.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
710 Emerald Bay Dr
Salisbury, NC 28146

Resident
Yes

Ward/District

Email
stephen.kidd@lpl.com

Phone
7046034114

Cell Phone
7047981479

Occupation

Employer
Kidd Financial Investments

Occupation
Financial Advisor

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Generated 9/6/2023 @ 8:48 am

Mr Andrew J Maben

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Status

Name	Mr Andrew J Maben
Application Date	8/11/2023
Expiration Date	8/11/2024
Board Member	**Andrew J Maben**
Status	Validated

Board	Vacancies	Status
Tourism Development Authority	2	BoC Meeting

Basic Information

Name
Mr Andrew J Maben

Business/Civic Experience and why you feel you are qualified for this appointment:
I am seeking to serve in the seat currently held by Michelle Patterson, whose term expires on 8-31-23 as a member business of the Chamber of Commerce .

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
2295 Saint Luke's Church Road
Salisbury, NC 28146

Resident
Yes

Ward/District

Email
andy@newsarumbrewing.com

Phone
704-310-5048

Cell Phone
704-830-6577

Occupation

Employer
New Sarum Brewing Company

Occupation
Owner/Brew Master

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Generated 9/6/2023 @ 8:48 am

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM:
DATE: 9/5/2023
SUBJECT: Confidential Settlement Discussion

ATTACHMENTS:
None