ROWAN COUNTY COMMISSION AGENDA
October 2, 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. Rowan County Opioid Settlement - FY22-23 Annual Impact and Financial Report
   - B. Axon - Video/Audio Recording equipment for RCSO interview Rooms
   - C. Sole-Source Library Corp - FY24
   - D. Approve REI Proposal for Contract Documents & Construction Administration - Rowan County Agricultural Center Roof Replacement
   - E. Sole-Source Carolina Recording Systems, LLC - FY24
   - F. Sole-Source EMS Technology Solutions LLC - FY24
   - G. Consider Approval of the Minutes
   - H. Approve Quarterly Lobbying Report
   - I. Kannapolis final Satisfaction of Baseball Stadium Debt

J. Request to accept GRANT AWARD from First United Church of Christ Foundation for DSS's Rowan One Church One Child

K. Memorandum of Agreement North Carolina A&T State University Cooperative Extension

L. Memorandum of Agreement North Carolina State University Extension and Rowan County Board of Commissioners

M. Woodleaf Park - Change Order #2 - Randolph & Son Builders Inc.

N. Sole-Source FY24 - Patterson Pope

O. Sole-Source FY24 - Zoho Corporation

P. Award DNP Tennis Court Reconstruction - Carolina Siteworks, Inc.

Q. GRANT APPLICATION: Approve Rowan Transit to submit application for FY24 ROAP funding through NC DOT

R. Change order #3 - County Boy Landscaping - Mid-Carolina Regional Airport Landscaping Improvements

S. Satisfaction for HOME Rehabilitation Deed of Trust

T. Budget Amendments

U. Sole-Source National Cinemedia Agreement - FY24

V. Public Hearing Request - EDC 'Project Hoist'

W. Request for Public Hearing - Project Crowe

X. USDA Counterproposal

Y. Rowan Wild Nature Center Grant Report

Z. (Agenda Addition) North Carolina Community College System – Capital Project Approval – North Campus Driver Training Range at RCCC

2. Special Recognitions
   A. Citizen Recognition
3. Public Comment Period
4. Regular Agenda Items
   A. Legislative Hearing: Z 06-23 Granite Quarry ETJ Recension
   B. Legislative Hearing to consider changes to Chapter 18 of the Rowan County Code of Ordinances: Soil Erosion & Sedimentation Control
   C. Legislative Hearing for Z 07-23: Steven Graham
   D. Public Hearing & Summary Presentation - Beacon land purchase offer
   E. Update on Broadband Funding Opportunities
   F. Board Appointments
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: Alyssa Harris, Public Health Director
DATE: 10/2/2023
SUBJECT: Rowan County Opioid Settlement - FY22-23 Annual Impact and Financial Report

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Rowan County is one of only 22 local governments, including county and municipal governments, that has passed a Spending Plan for the use of Opioid Settlement Funds before July 1, 2023. In September 2022, the Rowan County Board of Commissioners approved a workplan consisting of Option A strategies to address the opioid epidemic that was created in part by the pharmaceutical companies that pushed addicting medications onto susceptible individuals. Rowan County governmental agencies are working together to address many facets of the Opioid epidemic. Our goal is to build programs with a strong foundation to ensure we reach measurable outcomes and improvements in the lives of Rowan County citizens.

Rowan County's rate of overdose deaths among residents remains higher than the state at 62.6 per 100,000 (NC 36.9 per 100,000); however, we have seen a leveling off of the overdose rate from 2021 to 2022. Infants affected by substance use as a result of Plan of Safe Care referrals have decreased from 180 newborns to 151 newborns. Hepatitis C infections are trending down among residents as they receive preventative care through the Rowan HOPE program.

Rowan County Public Health utilized the Opioid Settlement funds to support Option A strategies 1, 3, 7, 8, and 9 per the Resolution passed by the Board of Commissioners. A total of 18 meetings were held with various diverse stakeholders to discuss the opioid concerns in Rowan County, and where the Opioid Settlement funds would be most effective. During the fiscal year, the Rowan County HOPE team disbursed a total of 1555 kits of Narcan to residents and multiple community partners. HOPE served 669 clients through peer support services and through the Post-Overdose Response Team. HOPE has also been in preparation for opening additional harm reduction services to be located out of the Rowan County Health Department.

Attached you will find the Annual Impact Report and backup excel file and the Annual Financial Report and backup excel file for the Opioid Settlement funds. Please note that the measurements were not released until September 2023. Moving forward, we will use the metrics identified to track the desirable outcomes per the NC DOJ Opioid Settlement plan.

We respectfully request the Rowan County Board of Commissioners review the reports.

ATTACHMENTS:

1. Annual Impact Report FY22-23
2. Opioid Settlement Annual Financial Report Finance Copy
3. Rowan County Annual Impact Report 22-23
4. Annual Fiscal Report FY22-23

Response Summary:

Welcome to the **Annual Impact Report Portal** for the North Carolina opioid settlements. Under the Memorandum of Agreement (MOA), a local government that receives, holds, or expends opioid settlement funds must file an annual impact report within 90 days of the end of the fiscal year. For the 2022-2023 fiscal year, the annual impact report must be uploaded to this portal by **September 27, 2023**.

There are two portals used to file the report. This portal is for local governments that receive four-tenths of one percent (0.4 percent) or more of the total Local Government Allocation as listed in MOA Exhibit G. If your local government receives a lower percentage, please use the other portal: Visit Portal.

An overview of the information necessary to complete the Impact Report can be found here. **Please make sure to have all the required information available before beginning this form.**

For any local government that receives four-tenths of one percent (0.4 percent) or more of the total Local Government Allocation as listed in MOA Exhibit G, additional information may be required. In the case of any such local government that disbursed any opioid settlement funds in FY 22-23, you must report process, quality, and outcome measures as well as demographic information using this Excel workbook. **The Excel workbook must be uploaded along with your report.** Please download the Excel workbook and complete it before beginning this form. More instructions can be found within the Excel workbook.

Learn more about this report in Part 5 of the FAQ about the NC MOA (found at the NC MOA Resource Center) or and in the MOA itself (sections F.6 as well as Exhibit F as modified by the NC MOA Coordination Group).

For questions about this form, please contact opioidsettlement@unc.edu. For legal questions about the opioid settlements or MOA, please contact opioidsettlement@ncdoj.gov. For technical assistance planning, implementing, or evaluating strategies to address the opioid overdose epidemic, contact opioidsettlement@ncacc.org.

place_name_longer. Select your county/municipality. If your county/municipality is not listed, you must use the other reporting portal found here.

- Rowan County

fiscal_year. Select the relevant fiscal year for this report.

- Fiscal Year 2022-2023

Please provide the following contact information so that we may get in touch with you about your report.

contact_name. Enter your name.
Hayley Edwards

contact_title. Enter your title.
Substance Use and Mental Health Program Manager

contact_org. Enter your organization.
Rowan County Public Health

contact_email. Enter your email address.
hayley.edwards@rowancountync.gov

By submitting this Annual Impact Report, you attest that you are authorized by your local government to provide this information to CORE-NC.

Brief General Narrative

Local Governments shall provide a brief general narrative of approximately one page (250 words) summarizing how the Local Government made use of opioid settlement funds during fiscal year 2022-2023 to support activities across all funded strategies.

This narrative may include

- success stories,
- ways in which opioid settlement funds were used to meet community needs, or
- information on planning, implementation, or evaluation of strateiges.

gen_narrative. Provide Rowan County's brief general narrative.

Rowan County Public Health used the Opioid Settlement funds to support Option A strategies 1, 3, 7, 8, and 9. A total of 18 meetings were held with various diverse stakeholders to discuss the opioid concerns in Rowan County, and where the Opioid Settlement funds would be most effective. During the fiscal year, the Rowan County HOPE team disbursed a total of 1555 kits of Narcan to residents and multiple community partners. HOPE served 669 clients through peer support services and through the post overdose response team. HOPE has also been in preparation for opening up a syringe service program out of the Rowan County Health Department.

annual_meet. This question is required only for counties. If you are a municipality, please enter 01/01/2001.

When was Rowan County's most recent annual meeting held by the county pursuant to section E.4 of the MOA? (MM/DD/YYYY) If your county has not yet held your annual meeting, please enter 12/31/2001.

10/25/2022

fund_anything. Did Rowan County disburse any opioid settlement funds during the 2022-2023 fiscal year?

- Yes

Next, we will ask you about any opioid settlement funds disbursed during 2022-2023 **by strategy.**

To begin, please complete the following questions for the **FIRST strategy** funded. **If Rowan County has funded more than one strategy this fiscal year, you will have the opportunity to answer these questions again for the other strategy(s).**

1_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?

- Yes

1_exhibitA_strategy. Select the Exhibit A funded strategy.

- 1. Collaborative strategic planning

Brief Progress Report: Describe the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words)

1_strat_progress. Provide Rowan County's brief progress report for this strategy.

Strategy 1 - Collaborative Strategic Planning, support the collaborative strategic planning process to address opioid misuse, addiction and other related issues. Rowan County Public Health and the HOPE team held a total of eighteen meetings that included fifteen one-on-one meetings and three group meetings. The group meetings were held with the Board of Health, the 6th Annual Substance Use Forum and an Opioid Settlement Focus Group with the collaborative coalition, Healthy Rowan. Diverse stakeholders included local officials, healthcare providers, social service providers, educational providers, payers/funders, law enforcement, employers, local community groups, individuals with lived experience and representatives reflecting diversity of community.

Brief Success Story: success story from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

1_strat_success. Provide Rowan County's brief success story for this strategy.
Through the collaborative strategic planning process, we received positive feedback regarding the efforts that are being made toward the strategies that were selected for years 1-3. Having the communities involvement in the planning process has giving us insight on where the needs and barriers are for individuals with substance use disorder. The stakeholders involved in the collaborative conversations have offered their support towards our efforts and towards the individuals that we serve.

For any funded strategies in FY 2022-2023, your local government must report process, quality, and outcome measures as well as demographic information.

Please provide this information using this Excel workbook template. If you have not done so already, please download this Excel workbook template and fill out the worksheet (i.e., tab) for this strategy.

You will be asked to upload **one Excel workbook with information for all funded strategies** at the end of this report.

The following questions are optional but highly encouraged.

Please answer Yes or No to the following questions about this strategy. You will have an opportunity to answer these questions again for any other funded strategies.

If you would like to skip any questions, please leave them blank.

1_yn_livedexperience. People with lived experience, from a directly impacted community, and/or people who use drugs are involved in the planning and implementation of your local government's overdose prevention and harm reduction work for this strategy.
- Yes

1_yn_cbos. As part of your overdose prevention and harm reduction efforts for this strategy, your local government has concrete partnerships with community-based organizations that work with historically marginalized populations.
- Yes

1_more_strategy. Did Rowan County fund another strategy in FY 22-23?
- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 22-23.

2_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?
- Yes

2_exhibitA_strategy. Select the Exhibit A funded strategy.
- 3. Recovery support services

Brief Progress Report: Describe the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words)

2_strat_progress. Provide Rowan County's brief progress report for this strategy.
Strategy 3 - Recovery Support Services, funds evidence-based recovery support services, including Peer Support Specialists, in accessing addiction treatment, recovery support, and other services to improve one's health and wellbeing. Rowan County Public Health's HOPE team provides Peer Support Services for partnering agencies who refer clients for support. Services are also provided for individuals on a walk in and continuum of care basis. HOPE's Peer Support Specialist provide support, a connection to care, resources and treatment options. HOPE provides peer led group sessions every 6 weeks at our homeless shelter. A total of 234 contacts have been made with clients, and a total of 95 referrals have been placed.

Brief Success Story: success story from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

2_strat_success. Provide Rowan County's brief success story for this strategy.
A clients daughter stated that her experience with HOPE supporting her mother was a blessing. With the assistance of HOPE and other agencies the mother was able to have her a medical procedure and then go home with wrap around care. The daughter stated how thankful she was for HOPE in helping her mother, and that her mother is doing well and getting back to socialization due to decreased pain and taking her medication.

For any funded strategies in FY 2022-2023, your local government must report process, quality, and outcome measures as well as demographic information.

Please provide this information using this Excel workbook template. If you have not done so already, please download this Excel workbook template and fill out the worksheet (i.e., tab) for this strategy.

You will be asked to upload **one Excel workbook with information for all funded strategies** at the end of this report.

The following questions are optional but highly encouraged.

Please answer Yes or No to the following questions about this strategy. You will have an opportunity to answer these questions again for any other funded strategies.

If you would like to skip any questions, please leave them blank.

2_yn_livedexperience. People with lived experience, from a directly impacted community, and/or people who use drugs are involved in the planning and implementation of your local government's overdose prevention and harm reduction work for this strategy.
- Yes

2_yn_cbos. As part of your overdose prevention and harm reduction efforts for this strategy, your local government has concrete partnerships with community-based organizations that work with historically marginalized populations.
- Yes

2_more_strategy. Did Rowan County fund another strategy in FY 22-23?
- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 22-23.

3_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?
- Yes

3_exhibitA_strategy. Select the Exhibit A funded strategy.
- 7. Naloxone distribution

Brief Progress Report: Describe the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words)

3_strat_progress. Provide Rowan County's brief progress report for this strategy.
Strategy 7 - Naloxone Distribution, supports programs that distribute naloxone to persons at risk of overdose, their social networks, or organizations involved in the community. HOPE distributed 1555 kits of Nasal Narcan. Through a partnership with Emergency Services, HOPE had the opportunity of providing all First Responders with Nasal Narcan. HOPE provides free Narcan to individuals supported through the Post Overdose Response Team, hospital discharges, and those who are at risk of an overdose. Free Narcan is handed out at all community events, as well as to our community partners.

Brief Success Story: success story from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

3_strat_success. Provide Rowan County's brief success story for this strategy.

A Rowan County resident stopped by the Health Department to request more Narcan from HOPE. She stated that she lived in a neighborhood where opioid overdoses are increasing. With HOPE's help of providing the free Narcan, she has been able to revive 3 individuals who were experiencing an opioid overdose. The resident explained that she feels better knowing that she has Narcan on her at all times, so that she can save someone's life from an overdose.

For any funded strategies in FY 2022-2023, your local government must report process, quality, and outcome measures as well as demographic information.

Please provide this information using this Excel workbook template. If you have not done so already, please download this Excel workbook template and fill out the worksheet (i.e., tab) for this strategy.

You will be asked to upload **one Excel workbook with information for all funded strategies** at the end of this report.

The following questions are optional but highly encouraged.

Please answer Yes or No to the following questions about this strategy. You will have an opportunity to answer these questions again for any other funded strategies.

If you would like to skip any questions, please leave them blank.

3_yn_livedexperience. People with lived experience, from a directly impacted community, and/or people who use drugs are involved in the planning and implementation of your local government's overdose prevention and harm reduction work for this strategy.

- Yes

3_yn_cbos. As part of your overdose prevention and harm reduction efforts for this strategy, your local government has concrete partnerships with community-based organizations that work with historically marginalized populations.

- Yes

3_yn_naloxone. This strategy's program has sufficient naloxone to respond to overdose situations.

- Yes

3_more_strategy. Did Rowan County fund another strategy in FY 22-23?

- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 22-23.

4_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?

- Yes

4_exhibitA_strategy. Select the Exhibit A funded strategy.

- 8. Post-overdose response team

Brief Progress Report: Describe the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words)

4_strat_progress. Provide Rowan County's brief progress report for this strategy.

Strategy 8 - Post Overdose Response Team (PORT), supports POST that connect persons who have experienced and non-fetal overdose to addiction treatment, recovery support, or other services to improve their health and well being. The HOPE team is partnered with Emergency Services and their community paramedic, who provides referrals for those who have experienced an overdose. HOPE's Peer Support Specialists connect with individuals to provide them with support, resources, a connection to care and to encourage them to use safely and seek treatment. HOPEs post overdose response team served a total of 669 clients, 95 resources were provided, and 511 Narcan kits were distributed.

Brief Success Story: success story from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

4_strat_success. Provide Rowan County's brief success story for this strategy.

HOPE's client had experienced multiple overdoses throughout a couple of months. Client began to bond with the Peer Support Specialist and opened up about their concerns with getting connected to services that were required by his probation officer. Client was referred to substance use treatment and established with services. The client ended up experiencing another overdose. With HOPE's support, the client is now attending a community support group, is doing well and not using substances. Client reported that with HOPEs connection to a support group, they have found a sponsor and is working on their recovery.

For any funded strategies in FY 2022-2023, your local government must report process, quality, and outcome measures as well as demographic information.

Please provide this information using this Excel workbook template. If you have not done so already, please download this Excel workbook template and fill out the worksheet (i.e., tab) for this strategy.

You will be asked to upload **one Excel workbook with information for all funded strategies** at the end of this report.

The following questions are optional but highly encouraged.

Please answer Yes or No to the following questions about this strategy. You will have an opportunity to answer these questions again for any other funded strategies.

If you would like to skip any questions, please leave them blank.

4_yn_livedexperience. People with lived experience, from a directly impacted community, and/or people who use drugs are involved in the planning and implementation of your local government's overdose prevention and harm reduction work for this strategy.

- Yes

4_yn_cbos. As part of your overdose prevention and harm reduction efforts for this strategy, your local government has concrete partnerships with community-based organizations that work with historically marginalized populations.

- Yes

4_more_strategy. Did Rowan County fund another strategy in FY 22-23?

- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 22-23.

5_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?

- Yes

5_exhibitA_strategy. Select the Exhibit A funded strategy.

- 9. Syringe Exchange Program

Brief Progress Report: Describe the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words)

5_strat_progress. Provide Rowan County's brief progress report for this strategy.

Strategy 9 - Syringe Service Program, support Syringe Service Program that provides syringes, naloxone and other harm reduction supplies, that connects clients to prevention, treatment, or other services that improve their health and wellbeing. Rowan County Public Health's HOPE team are in the stages of opening a Syringe Service Program. A work plan has been in place, that include projects such as the annual safety plan, policies and procedures, trainings for staff, biohazard process, purchasing of supplies, building resources and creating educational material.

Brief Success Story: success story from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

5_strat_success. Provide Rowan County's brief success story for this strategy.

None at this time.

For any funded strategies in FY 2022-2023, your local government must report process, quality, and outcome measures as well as demographic information.

Please provide this information using this Excel workbook template. If you have not done so already, please download this Excel workbook template and fill out the worksheet (i.e., tab) for this strategy.

You will be asked to upload **one Excel workbook with information for all funded strategies** at the end of this report.

The following questions are optional but highly encouraged.

Please answer Yes or No to the following questions about this strategy. You will have an opportunity to answer these questions again for any other funded strategies.

If you would like to skip any questions, please leave them blank.

5_yn_livedexperience. People with lived experience, from a directly impacted community, and/or people who use drugs are involved in the planning and implementation of your local government's overdose prevention and harm reduction work for this strategy.

- Yes

5_yn_cbos. As part of your overdose prevention and harm reduction efforts for this strategy, your local government has concrete partnerships with community-based organizations that work with historically marginalized populations.

- Yes

5_yn_ssp_supplies. This strategy's program has adequate supplies to meet the needs of your participants.

- Yes

5_yn_ssp_lead. People with OUD are integral to the leadership and decision making of the organization providing the SSP.

- Yes

5_more_strategy. Did Rowan County fund another strategy in FY 22-23?

- No

impact_doc. Please upload your completed Excel workbook with process, quality, and outcome measures, as well as demographic information, for all funded strategies.

Reminder: Your uploaded Excel workbook should include information for all funded strategies in the same file. You should only upload one file (i.e., one Excel workbook) that contains all of the completed worksheets (i.e., tabs).
[Click here]

submission_notes. Please use this space to share any relevant notes, clarifications, context, or corrections regarding your submission. If none, please enter N/A.

N/A

Embedded Data:

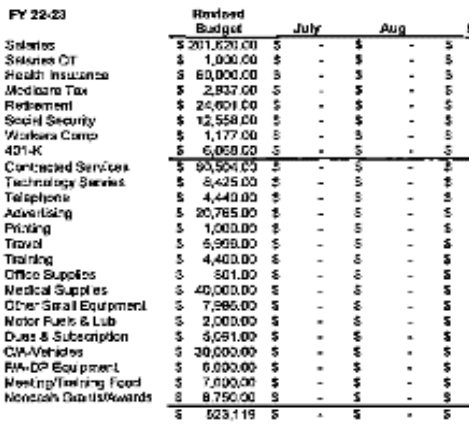
EndLoop	2

1	The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1)
2	The amount of Opioid Settlement Funds received during the fiscal year
3	The amount of any interest and investment gains realized during the fiscal year and allocated to the special revenue fund
4	The amount of any investment losses realized during the fiscal year and allocated to the special revenue fund
5	The amount of Opioid Settlement Funds disbursed during the fiscal year, net of any reimbursements, in total and broken down by funded strategy (with any permissible common costs prorated among strategies). This amount should not include obligations thathave not yet been disbursed or audit costs
6	The amount of Opioid Settlement Funds disbursed to cover audit costs as provided in Section F.3 of the MOA
7	The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30)

$0 (there was nothing in there in July 2022, funds weren't in there until September 2022)
$1,851,039.45
$56,842.84
None
26001: $20,399.30
26003: $21,006.65
26007: $42,006.37
26008: $75,180.71
26009: $20,614.36
None
$179,207.39

1	The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1)
2	The amount of Opioid Settlement Funds received during the fiscal year
3	The amount of any interest and investment gains realized during the fiscal year and allocated to the special revenue fund
4	The amount of any investment losses realized during the fiscal year and allocated to the special revenue fund
5	The amount of Opioid Settlement Funds disbursed during the fiscal year, net of any reimbursements, in total and broken down by funded strategy (with any permissible common costs prorated among strategies). This amount should not include obligations thathave not yet been disbursed or audit costs
6	The amount of Opioid Settlement Funds disbursed to cover audit costs as provided in Section F.3 of the MOA
7	The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30)

$577,799.62	Money in account 26-243009 Deferred Revenu
$1,851,039.45	
$56,842.84	
None	
26001: $20,399.30	Total of these comes out to $179,147.39 and t
26003: $21,006.65	was indicated on the spreadsheet provided by
26007: $42,006.37	spreadsheet is $179,207.39. An image of the s
26008: $75,180.71	
26009: $20,614.36	
None	
This amount should be cells C2+C3+C4 minus cells C6 through C10 once the expense issue is resolved.	



FY 22-23	Revised Budget	July	Aug	
Salaries	$ 201,620.00	$ -	$ -	$
Salaries OT	$ 1,000.00	$ -	$ -	$
Health Insurance	$ 60,000.00	$ -	$ -	$
Medicare Tax	$ 2,937.00	$ -	$ -	$
Retirement	$ 24,601.00	$ -	$ -	$
Social Security	$ 12,558.00	$ -	$ -	$
Workers Comp	$ 1,177.00	$ -	$ -	$
401-K	$ 6,068.00	$ -	$ -	$
Contracted Services	$ 93,504.00	$ -	$ -	$
Technology Services	$ 8,425.00	$ -	$ -	$
Telephone	$ 4,440.00	$ -	$ -	$
Advertising	$ 20,785.00	$ -	$ -	$
Printing	$ 1,000.00	$ -	$ -	$
Travel	$ 5,998.00	$ -	$ -	$
Training	$ 4,400.00	$ -	$ -	$
Office Supplies	$ 501.00	$ -	$ -	$
Medical Supplies	$ 40,000.00	$ -	$ -	$
Other Small Equipment	$ 7,986.00	$ -	$ -	$
Motor Fuels & Lub	$ 2,000.00	$ -	$ -	$
Dues & Subscription	$ 5,091.00	$ -	$ -	$
CIP-Vehicles	$ 30,000.00	$ -	$ -	$
RR-DP Equipment	$ 6,000.00	$ -	$ -	$
Meeting/Training Food	$ 7,000.00	$ -	$ -	$
Noncash Grants/Awards	$ 8,750.00	$ -	$ -	$
	$ 523,119	$ -	$ -	$

ue - Opioid from FY22

that does match the GL. That is not what
y Karla to Lisa. The total on that
spreadsheet is shown below.

Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Period 13	Remaining Bal.	Total Spent
-	-	$ 1,378.64	$ 4,138.65	$ 2,850.76	$ 6,065.41	$11,411.23	$10,423.63	$ 8,092.31	$ 24,930.51	$ -	$ 186,711.27	$ 68,839.24
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 346.32	$ -	$ 1,000.00	$ 346.32
-	-	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 4,265.00	$ -	$ 48,500.00	$ 15,765.00
-	-	$ 18.97	$ 87.94	$ 38.66	$ 79.56	$ 150.39	$ 139.57	$ 117.08	$ 356.23	$ -	$ 2,334.93	$ 958.30
-	-	$ 167.53	$ 502.69	$ 340.29	$ 736.84	$ 1,386.47	$ 1,286.48	$ 1,056.12	$ 3,108.34	$ -	$ 19,144.88	$ 8,564.76
-	-	$ 81.09	$ 247.73	$ 164.86	$ 340.14	$ 643.03	$ 596.78	$ 500.60	$ 1,523.04	$ -	$ 9,883.77	$ 4,097.27
-	-	$ 3.45	$ 10.35	$ 7.01	$ 93.04	$ 208.83	$ 204.36	$ 200.03	$ 643.49	$ -	$ 481.93	$ 1,358.56
-	-	$ 41.37	$ 124.11	$ 84.02	$ 82.74	$ 81.67	$ 51.94	$ -	$ 374.11	$ -	$ 5,602.25	$ 839.86
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 53,305.89	$ -	$ 90,504.00	$ 53,305.89
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,425.00	$ -
-	-	$ -	$ -	$ -	$ 179.93	$ 128.72	$ 128.62	$ 128.61	$ 128.62	$ -	$ 3,673.92	$ 694.90
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55.00	$ -	$ 20,765.00	$ 55.00
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 248.28	$ -	$ 1,000.00	$ 248.28
-	-	$ -	$ -	$ -	$ -	$ 84.35	$ -	$ -	$ 533.13	$ 7.88	$ 5,081.85	$ 806.34
-	-	$ -	$ -	$ -	$ -	$ 700.00	$ -	$ -	$ -	$ -	$ 3,700.00	$ 700.00
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 801.00	$ -
-	-	$ -	$ -	$ -	$ 21,182.40	$ -	$ -	$ -	$ -	$ -	$ 18,817.60	$ 21,182.40
-	-	$ -	$ -	$ -	$ -	$ 48.14	$ (3.15)	$ 37.49	$ 565.79	$ -	$ 7,903.62	$ 648.27
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000.00	$ -
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,081.00	$ -
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000.00	$ -
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000.00	$ -
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,000.00	$ -
-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,750.00	$ -
-	$ -	$ 2,181.26	$ 6,078.27	$ 5,017.90	$ 9,615.90	$ 17,768.44	$ 14,849.07	$ 12,694.79	$ 90,381.95	$ 7.88	$ 434,301.42	$ 179,207.39
												$ 179,207.39

1	The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1)
2	The amount of Opioid Settlement Funds received during the fiscal year
3	The amount of any interest and investment gains realized during the fiscal year and allocated to the special revenue fund
4	The amount of any investment losses realized during the fiscal year and allocated to the special revenue fund
5	The amount of Opioid Settlement Funds disbursed during the fiscal year, net of any reimbursements, in total and broken down by funded strategy (with any permissible common costs prorated among strategies). This amount should not include obligations thathave not yet been disbursed or audit costs
6	The amount of Opioid Settlement Funds disbursed to cover audit costs as provided in Section F.3 of the MOA
7	The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30)

$577,799.62	Money in account 26-243009 Deferred Revenue
$1,273,239.83	
$56,842.84	
None	
$20,399.30	26001: $20,399.30
$21,006.65	26003: $21,006.65
$42,006.37	26007: $42,006.37
$75,180.71	26008: $75,180.71
$20,614.36	26009: $20,614.36
None	
$1,728,674.90	

e - Opioid from FY22

PLEASE READ AND FILL IN T

As part of the Annual Impact Report, this Excel workbook will capture informat
associated with strategies your local government has chosen to fund. This work
12 Option A strategies, along with a separate worksheet for all Option B strateg

You only need to complete the worksheets for strategies your local governme

This report is due on September 27, 2023.

Select your local government:	Rowan County
Select the fiscal year that applies to this workbook:	FY 2022-2023

CONTACT INFORMATION

Your Name:	Hayley Edwards
Your Title:	Substance Use and Mental Health Program Mana
Your Email:	hayley.ewards@rowancountync.gov

HOW TO USE THIS WORKBOOK:

1. If you have not done so already, on this 'Instructions' worksheet, fill out yo
completing this workbook, and choose the fiscal year you are reporting on.
2. Save your work often!
3. For each strategy funded during the 2022-2023 Fiscal Year, complete that
worksheets for strategies you have funded.
4. For each worksheet you complete, answer **at least one row in each** of the
answer as many rows in each section as you can:

    a. Fill in at least one row in the goldenrod yellow **Process Measures** sec

b. Fill in at least one row in the green **Quality Measures** section; and,
c. Fill in at least one row in the blue **Outcome Measures** section.

5. When filling in your worksheets, only enter data in the light yellow cells.
6. Reference the "Additional Information & Helpful Hints" column to better i
7. Once all pertinent worksheets have been completed, save your Excel work and upload this workbook to the CORE-NC Annual Impact Report portal whe

If you have questions on how to complete this workbook, please contact opic

View Frequently Asked Questions (Updated Periodically)

Version Date 08.08.23

HIS PAGE FIRST

:ion on process, quality, and outcome measures
kbook offers separate worksheets (or tabs) for each of the
gies.

ent disbursed funds for during the 2022-2023 Fiscal Year.

our contact information, select the county or municipality

strategy-specific worksheet. You only need to complete

color-coded sections. You are strongly encouraged to

ction;

Example

nform your responses.

‹book with your local government name in the file name,

n prompted.

›idsettlement@ncacc.org.

1. Collaborative Strategic Planning

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr count represents efforts supported only by opioid settlement funds or efforts supported should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of staff hired to lead Collaborative Strategic Planning efforts related to the Opioid Settlements	1
# of meetings facilitated to support Collaborative Strategic Planning efforts related to the Opioid Settlements	18
# of collaborative strategic plans produced, in which all of the activities below were completed	12
During the collaborative strategic planning process, were…	**(Y/N)**
A. Diverse stakeholders engaged?	Yes
B. Facilitator designated?	Yes
C. Related planning efforts built upon?	Yes
D. Shared vision agreed upon?	Yes
E. Key indicator(s) identified?	Yes
F. Root causes explored and identified?	Yes
G. Potential strategies identified and evaluated?	Yes
H. Gaps in existing efforts identified?	Yes
I. Strategies prioritized?	Yes
J. Goals, measures, and evaluation plan identified	Yes
K. Alignment of strategies considered?	Yes
L. Organizations identified?	Yes
M. Budgets and timelines developed?	Yes
N. Recommendations offered?	Yes
Total # of Activities Marked "Yes" (Autocalculated)	14

Description	Count

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of recommendations that were approved by local officials	5
# of recommendations offered to local officials	12
# of stakeholder categories (as outlined in Exhibit C Item A Detail) that were met during the collaborative strategic planning process	10
# of stakeholder categories (as outlined in Exhibit C Item A Detail)	10
# of stakeholders involved in the collaborative strategic planning process who reported that they feel heard in the process	10
# of stakeholders involved in the collaborative strategic planning process	10

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca
numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of recommendations implemented during the reporting period	4
# of recommendations that were approved by local officials	5

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes/Context
Only settlement funding	1 FTE - Substance Use and Mental Health Program
Only settlement funding	15 1-1 meetings, 3 larger meetings. BOH, HR Focus
Only settlement funding	Activity A - N completed.

How were efforts supported?	Notes/Context
Only settlement funding	Yes, 9 out of 10.
Only settlement funding	Health Director and SU and MH Program Manager
Only settlement funding	Healthy Rowan community health assessment and
Only settlement funding	SSP, Peer support, Narcan Distribution and PORT
Only settlement funding	Yes, Substance Use Disorder, HepC and HIV, ED visi
Only settlement funding	Yes, trauma, early exposure, lack of education and
Only settlement funding	All strategies were reviewed and discussed in planr
Only settlement funding	Yes, need for increase in PSS, increase in Narcan aw
Only settlement funding	Yes, Narcan distribution and PORT.
Only settlement funding	Increase PSS, Narcan distribution, Community educ
Only settlement funding	Narcan Distribution is paired with the Prescription
Only settlement funding	Yes, faith based community, elderly and justice inv
Only settlement funding	Yes
Only settlement funding	Yes

How were efforts supported?	Notes/Context

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of recommendations offered that were approved by local officials	42%
% of stakeholder categories (as outlined in Exhibit C Item A Detail) that were met during the collaborative strategic planning process	100%
% of stakeholders involved in collaborative strategic planning process who feel that they were heard in the process	100%
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of recommendations implemented during the reporting period	80%
	Incomplete
	Incomplete
	Incomplete

Additional Information & Helpful Hints about this Measure
Manager
Group, Opioid Forum
See Exhibit C of the NC MOA for descriptions of the activities needed to completed the collaboriative strategic planning process

Additional Information & Helpful Hints about this Measure
See Exhibit C, Item A Detail of the NC MOA for a list of stakeholders that should be involved
See Exhibit C of the NC MOA
See Exhibit C of the NC MOA
See Exhibit C of the NC MOA
See Exhibit C of the NC MOA
See Exhibit C of the NC MOA
See Exhibit C of the NC MOA
See Exhibit C of the NC MOA
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See Exhibit C of the NC MOA
See Exhibit C of the NC MOA
See Exhibit C of the NC MOA

Additional Information & Helpful Hints about this Measure
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes
1- Collaborative Strategic Planning, 3 - Recovery Support Services, 7 - Narcar
Local officials, Healthcare providers, Social Service Providers, Education and

t to your implementation of this strategy. Outcome measures should reflect

Notes
SSP has not started yet



Additional Information & Helpful Hints about this Measure
One strategic plan may result in multiple recommendations that are presented to a local governing body.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Y/N Count
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1

2. Evidence-Based Treatment

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of naloxone kits distributed	
# of OTPs that dispense methadone, buprenorphine, and naltrexone	
# of OTPs that dispense only methadone	
# of OTP-based medical providers who prescribe methadone for OUD patients	
# of referrals to opioid treatment programs	
# of unique patients with OUD served at OTP	
# of office-based clinics offering MOUD within county	
# of individual OBOT providers who prescribe buprenorphine for patients	
# of buprenorphine prescriptions provided at OBOT	
# of naltrexone doses provided at OBOT	
# of referrals to OBOT	

# of unique patients with OUD served at OBOT	
# of FQHCs offering MOUD within county	
# of individual FQHC providers who prescribe buprenorphine for patients	
# of buprenorphine prescriptions provided at FQHC	
# of naltrexone doses provided at FQHC	
# of referrals to FQHC MAT services	
# of unique patients with OUD served at FQHC	
# of hospitals offering in-patient MOUD within county	
# of hospitalists who prescribe buprenorphine for patients	
# of buprenorphine prescriptions provided through in-patient services in hospitals	
# of naltrexone doses provided through in-patient services in hospitals	
# of referrals to in-patient MAT services	
# of unique hospital in-patients with OUD served with MAT	
# of emergency departments offering MOUD within county	
# of emergency department providers who prescribe buprenorphine for patients	

# of short-term buprenorphine prescriptions (14 days or less) provided in the ED	
# of longer-term buprenorphine prescriptions (15 days or more) provided in the ED	
# of naltrexone doses provided in the emergency department	
# of referrals from emergency department to community providers	
# of unique emergency department patients with OUD served with MAT	
# of Local Health Departments (LHD) offering MOUD within county	
# of individual LHD-based providers who prescribe buprenorphine for patients	
# of buprenorphine prescriptions provided at LHD	
# of naltrexone doses provided at LHD	
# of referrals to LHD MAT services	
# of unique patients with OUD served at LHD with MAT	
# of EMS programs offering MOUD within county	
# of individual EMS providers who prescribe buprenorphine for patients	
# of buprenorphine prescriptions provided through EMS-based MAT programs	
# of naltrexone doses through EMS-based MAT programs	
# of referrals to EMS-based MAT programs	
# of unique patients who received pre-hospital buprenorphine treatment from EMS during a non-fatal overdose encounter	

# of unique patients with OUD served through EMS-based MAT programs	
# of unique patients with OUD who declined services through EMS-based MAT programs	
# of Syringe Service Programs (SSPs) offering MOUD within county	
# of providers who prescribe buprenorphine for patients at/through an SSP	
# of buprenorphine prescriptions provided through SSPs	
# of naltrexone doses provided through SSPs	
# of referrals to SSP-based MAT services	
# of unique patients with OUD served through SSPs with MAT	
# of patients who are justice-involved that are referred to any MAT program	

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un 30, 2023).

Process Measure	Count

# of unique patients who have OUD, served	
Of the # of unique patients who have OUD, served in the count above, how many peop	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	
Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	
Hispanic	
Some Other Race or Multiple Races	
Unknown	
Sum total of unique patients served (Autocalculated)	
Does sum total (C87) match the reported # of unique patients (C77)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of referrals to opioid treatment programs that resulted in 1st appointment attended	
# of referrals to opioid treatment programs	
# of referrals to OBOT services that resulted in 1st appointment attended at office-based clinic	
# of referrals to OBOT services at office-based clinic	
# of referrals to OBOT services that resulted in 1st appointment attended at FQHC	
# of referrals to OBOT services at FQHC	
# of referrals to OBOT services that resulted in 1st appointment attended at LHD	
# of referrals to OBOT services at LHD	

# of referrals to EMS-based MAT programs that resulted in 1st appointment for treatment attended	
# of referrals to EMS-based MAT programs	
# of referrals to SSP-based MAT services that resulted in 1st appointment for treatment attended	
# of referrals to SSP-based MAT services	
# of patients who are justice-involved that are referred to any MAT program that resulted in 1st appointment for treatment attended	
# of patients who are justice-involved that are referred to any MAT program	
# of unique patients who have OUD, served, who report they are satisfied with services	
# of unique patients who have OUD, served	

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of unique patients with OUD served who were connected and adhere to treatment	

# of unique patients who have OUD, served	
# of patients who have OUD, served who report getting the social and emotional support they need	
# of unique patients who have OUD, served	
# of community overdose reversals using naloxone	

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**
# of patients with OUD who received evidence-based addiction treatment services across programs and settings	
% of residents receiving dispensed buprenorphine prescriptions	
% of individuals with OUD served by treatment programs who are uninsured or Medicaid beneficiaries	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes

ıique patients who have OUD, served during the 2023 fiscal year (i.e., July 1, 2022-June

Notes	

ole identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of referrals to OTP services that resulted in 1st appointment attended	Incomplete
% of referrals to OBOT services that resulted in 1st appointment attended at office-based clinic	Incomplete
% of referrals to OBOT services that resulted in 1st appointment attended at FQHC	Incomplete
% of referrals to OBOT services that resulted in 1st appointment for treatment attended at LHD	Incomplete

% of referrals to EMS-based MAT services that resulted in 1st appointment for treatment attended	Incomplete
% of referrals to SSP-based MAT services that resulted in 1st appointment for treatment attended	Incomplete
% of referrals from justice system programs that resulted in 1st appointment for treatment attended	Incomplete
% of patients, who have OUD, who are satisfied w/ services	Incomplete
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of patients with OUD who adhere to treatment ___ months after first	Incomplete

to treatment __ months after first appointment	Incomplete
% of patients who report getting the social and emotional support they need	Incomplete
# of community overdose reversals using naloxone	N/A
	Incomplete
	Incomplete
	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

g to change this measure as a result of implementing this stragegy?

Additional Information & Helpful Hints about this Measure
A naloxone kit contains two doses.
A provider may participate in multiple support programs so there may be some duplication of # of providers.
Number of referrals do not equate to number of unique patients because one individual may receive multiple referrals.
A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
A provider may participate in multiple support programs so there may be some duplication of # of providers.
Number of referrals do not equate to number of unique patients because one individual may receive multiple referrals.

A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
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A provider may participate in multiple support programs so there may be some duplication of # of providers.

Number of referrals do not equate to number of unique patients because one individual may receive multiple referrals.
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A provider may participate in multiple support programs so there may be some duplication of # of providers.
Number of referrals do not equate to number of unique patients because one individual may receive multiple referrals.
A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
A provider may participate in multiple support programs so there may be some duplication of # of providers.
Number of referrals do not equate to number of unique patients because one individual may receive multiple referrals.

A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
A provider may participate in multiple support programs so there may be some duplication of # of providers.
Number of referrals do not equate to number of unique patients because one individual may receive multiple referrals.
A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure

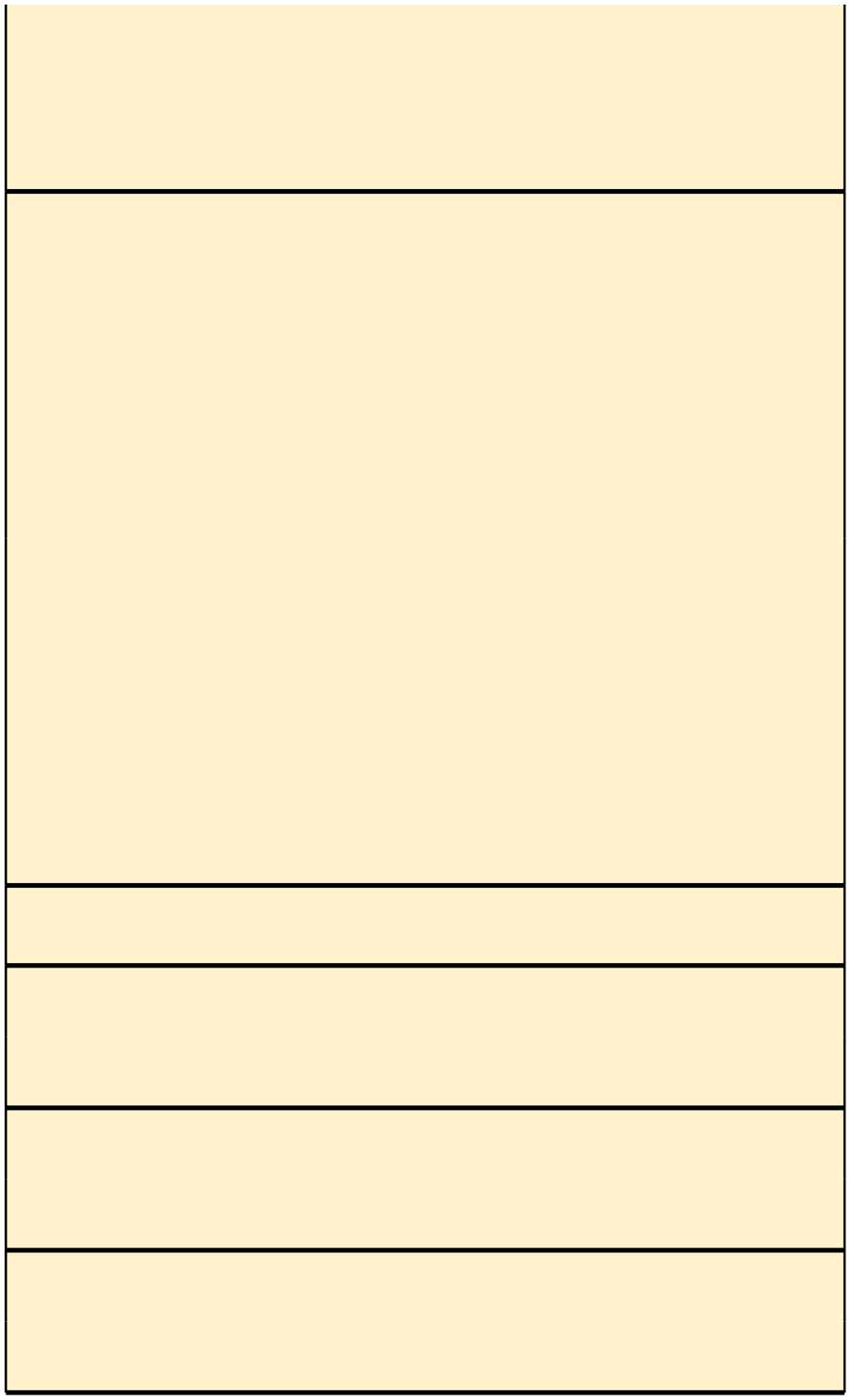
A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes

t to your implementation of this strategy. Outcome measures should reflect

Notes



Data Dashboard and become familiar with what is available. Then indicate
ı and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes



Additional Information & Helpful Hints about this Measure

A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
Recommended measure at six months. If measure for adherence is taken at another increment, please describe this in the "Notes" column. A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across

may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
Consider asking patients the Behavioral Risk Factor Surveillance System question, **"How often do you get the social and emotional support you need?"** **1. Always** **2. Usually** **3. Sometimes** **4. Rarely** **5. Never** The # of patients who answer "Always" and "Usually" can be summed to find # of patients who have OUD, served who report getting the social and emotional support they need. A unique patient may participate in multiple treatment programs so there may be some duplication of unique patients when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A patient may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.

3. Recovery Support Services

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of unique participants, who use opioids and/or have OUD, served	669
# of total contacts with all participants of the program	234
# of participants who use opioids and/or have OUD, referred to addiction treatment	36
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	47
# of participants who use opioids and/or have OUD, referred to harm reduction services (e.g., syringe and supply access, overdose prevention education, disease prevention, etc.)	0
# of participants who use opioids and/or have OUD, referred to primary healthcare	12
# of participants who use opioids and/or have OUD, referred to other services	0
# of peer support specialists/care navigators	2
# of naloxone kits distributed	511

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
(i.e., July 1, 2022-June 30, 2023).

Process Measure	Count
# of unique participants, who use opioids and/or have OUD, served	669
Of the # of unique participants, who use opioids and/or have OUD, served in the count	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	95
Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	361
Hispanic	18
Some Other Race or Multiple Races	
Unknown	2
Sum total of unique participants served (Autocalculated)	476
Does sum total (C35) match the reported # of unique participants (C25)? (Autocalculated)	No

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants, who use opioids and/or have OUD, served, who report they are satisfied with services	
# of unique participants, who use opioids and/or have OUD, served	669

# of referrals to addiction treatment, recovery supports, harm reduction services, primary healthcare, and other services that result in linkage to supports/services	
# of referrals to addiction treatment, recovery supports, harm reduction services, primary healthcare, and other services	
# of staff with lived experience with OUD	3
# of staff	4
# of unique participants, who use opioids and/or have OUD, served who received naloxone kit	
# of unique participants, who use opioids and/or have OUD, served	669

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of unique participants with OUD served who were connected to treatment and adhered to treatment	

# of participants who use opioids and/or have OUD, referred to addiction treatment	
# of unique participants with OUD served who were connected to employment services and obtained employment	
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	47
# of unique participants with OUD served who retain permanent housing at _ months	
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	
# of unique participants with OUD served who were connected to harm reduction services and remained engaged with services	
# of participants who use opioids and/or have OUD, referred to harm reduction services	0

# of unique participants with OUD served who were connected to primary healthcare services and who kept using services	
# of participants who use opioids and/or have OUD, referred to primary healthcare	12
# of unique participants with OUD served who were connected to other services and who kept using services	
# of participants who use opioids and/or have OUD, referred to other services	
# of participants who use opioids and/or have OUD, served who report getting the social and emotional support they need	
# of participants who use opioids and/or have OUD, served	669

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**
% of residents receiving dispensed buprenorphine prescriptions	Yes
% of individuals with OUD served treatment programs by who are uninsured or Medicaid beneficiaries	Yes
Unemployment rate	Yes
% of housing & homelessness 211 calls	Yes

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes
Multiple funding sources	Looker Studio - Date filtered, - repeat OD's = 425, E
Only settlement funding	
Multiple funding sources	
Multiple funding sources	
Multiple funding sources	
Multiple funding sources	
Multiple funding sources	Narcan Dashboard only

ıique participants, who use opioids and/or have OUD, served during the 2023 fiscal year

Notes
Looker Studio only

t above, how many people identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants, who use opioids and/or have OUD, who are satisfied w/ services	Incomplete

% of referrals that results in linkage (e.g., first appointment)	Incomplete
% of staff with lived experience with OUD	75%
% of participants who received naloxone kit	Incomplete
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of patients with OUD who adhere to treatment ___ months after first	Incomplete

to treatment __ months after first appointment	Incomplete
% of participants with OUD who have obtained employment at __ months, through engagement with recovery support services at __ months	Incomplete
% of participants with OUD who retain housing at __ months, through engagement with recovery support services at __ months	Incomplete
% of participants with OUD engaged with harm reduction services at __	Incomplete

% of participants with OUD using primary healthcare services at __ months	Incomplete
% of participants with OUD using other services at __ months	Incomplete
% of participants who report getting the social and emotional support they need	Incomplete
	Incomplete
	Incomplete
	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

g to change this measure as a result of implementing this stragegy?

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A naloxone kit contains two doses.
Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes
Currently not collecting this data

Currently not collecting this data
Currently not collecting this data

t to your implementation of this strategy. Outcome measures should reflect

Notes
Currently not collecting this data

Currently not collecting this data
Currently not collecting this data
Currently not collecting this data
Currently not collecting this data

Currently not collecting this data
Currently not collecting this data
Currently not collecting this data

Data Dashboard and become familiar with what is available. Then indicate
ı and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes
Current data only shows up to 2021
Current data only shows up to 2021
Current data only shows up to 2021
Current data only shows up to 2021



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).

A naloxone kit contains two doses. A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
Recommended measure at six months. If measure for adherence is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers

there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).

This measure indicates if participants have jobs at the __ month check in. Recommended measure at six months. If measure for employment is taken at another increment, please describe this in the "Notes" column.

A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).

Recommended measure at six months. If measure for retention of permanent housing is taken at another increment, please describe this in the "Notes" column.

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Recommended measure at six months. If measure for engagement is taken at another increment, please describe this in the "Notes" column.

A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).

Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple treatment programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county).
Consider asking participants the Behavioral Risk Factor Surveillance System question, **"How often do you get the social and emotional support you need?"** **1. Always** **2. Usually** **3. Sometimes** **4. Rarely** **5. Never** The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.

4. Recovery Housing Supports

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, "How much did you do?". Please quantify the pr count represents efforts supported only by opioid settlement funds or efforts supported should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of unique participants who have OUD, served	
# of people with OUD who received assistance with rent	
# of people with OUD who received assistance with application fees	
# of people with OUD who received assistance with deposits	
# of people with OUD who received assistance with utilities	
# of programs where access is not contingent on sobriety, min. income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions	
# of programs with services which are informed by a harm-reduction philosophy that recognizes that drug and alcohol use and addiction are a part of some tenants' lives	
# of programs where substance use in and of itself, without other lease violations, is not considered a reason for eviction	
# of programs in contact with the HUD-funded Continuum of Care (CoC) or Balance of State Continuum of Care (BoS CoC) for your area	

# of naloxone kits distributed	

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
June 30, 2023).

Process Measure	**Count**
# of unique participants who have OUD, served	
Of the # of unique participants who have OUD, served in the count above, how many p	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	
Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	
Hispanic	
Some Other Race or Multiple Races	
Unknown	
Sum total of unique participants served (Autocalculated)	
Does sum total (C36) match the reported # of unique participants (C26)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of people with OUD who received assistance with rent	

# of people with OUD who requested assistance with rent	
# of people with OUD who received assistance with application fees	
# of people with OUD who requested assistance with application fees	
# of people with OUD who received assistance with deposits	
# of people with OUD who requested assistance with deposits	
# of people with OUD who received assistance with utilities	
# of people with OUD who requested assistance with utilities	
# of participants with OUD who have achieved their individual plans/treatment goals	
# of participants with OUD who have individual plans/treatment goals	
# of unique participants who have OUD, served, who needed crisis services/hospitalization	
# of unique participants who have OUD, served	
Average # of days from initial referral to primary engagement	
# of unique patients who have OUD, served, who report they are satisfied with services	
# of unique participants who have OUD, served	

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of Housing First or related programs available to connect people who use drugs to housing services	
# of unique participants who have OUD, served who retain permanent housing at _ months	
# of unique participants who have OUD, served	
# of unique participants who have OUD, served who retain permanent housing at one year	
# of unique participants who have OUD, served	

# of participants who have OUD, served who report getting the social and emotional support they need	
# of unique participants who have OUD, served	
# of community overdose reversals using naloxone	

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**
% of housing & homelessness 211 calls	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes

ıique participants who have OUD, served during the 2023 fiscal year (i.e., July 1, 2022-

Notes

ɔeople identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	**Percent (Autocalculated)**
% of participants with OUD who	Incomplete

have been assisted with rent	Incomplete
% of participants with OUD who have been assisted with application fees	Incomplete
% of participants with OUD who have been assisted with deposits	Incomplete
% of participants with OUD who have been assisted with utilities	Incomplete
% of participants with OUD who have achieved individual plans/treatment goals	Incomplete
% of participants with OUD needing crisis services/hospitalization	Incomplete
Average # of days from initial referral to primary engagement	N/A
% of participants who have OUD, who are satisfied w/ services	Incomplete
	Incomplete
	Incomplete

	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
# of Housing First or related programs available to connect people who use drugs to housing services	N/A
% of participants with OUD who retain permanent housing at _ months	Incomplete
% of participants with OUD who retain permanent housing at one year	Incomplete

% of participants who report getting the social and emotional support they need	Incomplete
# of community overdose reversals using naloxone	N/A
	Incomplete
	Incomplete
	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

g to change this measure as a result of implementing this stragegy?

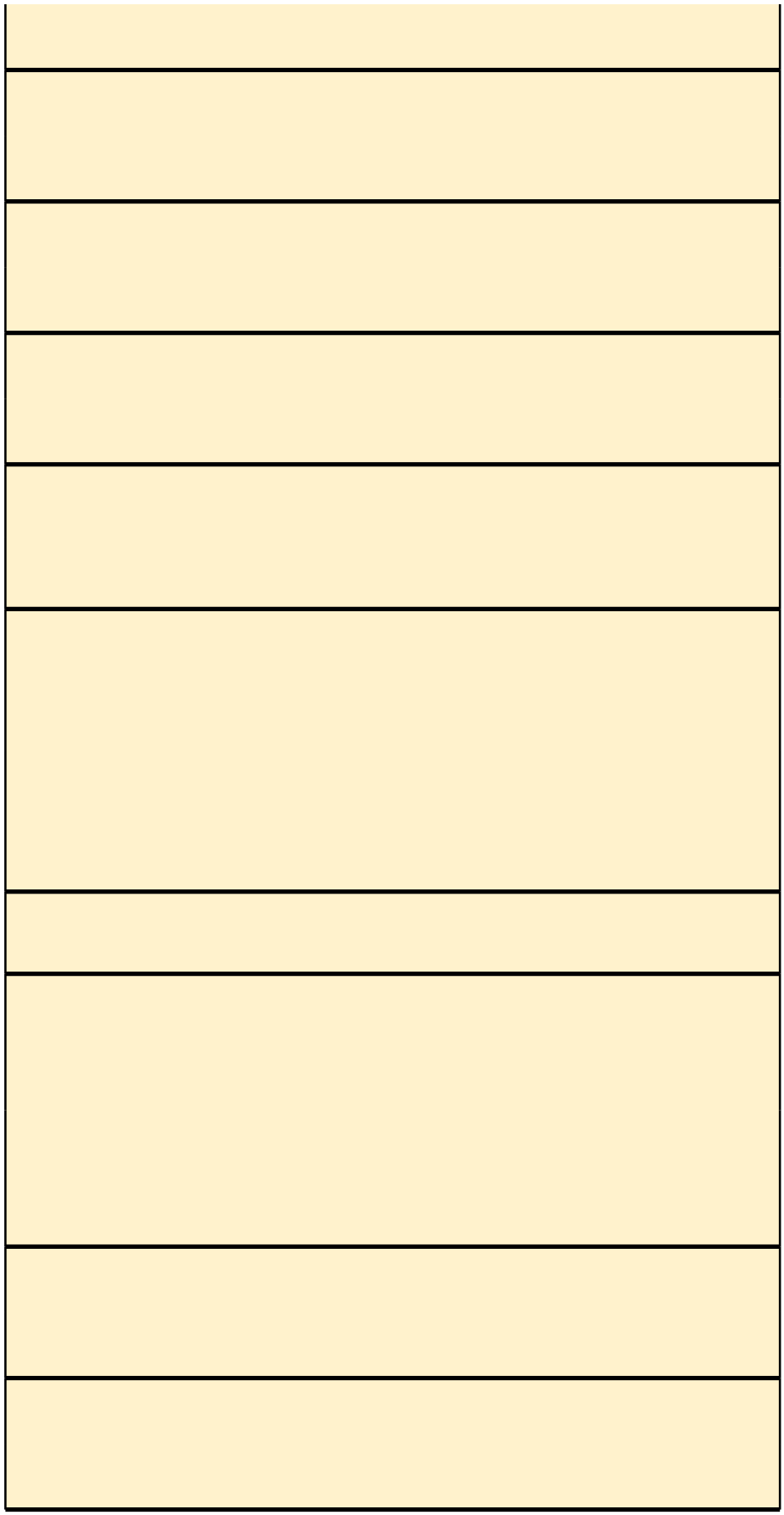
Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

A naloxone kit contains two doses.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes



t to your implementation of this strategy. Outcome measures should reflect

Notes

Data Dashboard and become familiar with what is available. Then indicate
ı and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes



Additional Information & Helpful Hints about this Measure

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
Recommended measure at six months. If measure for retention of permanent housing is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Consider asking patients the Behavioral Risk Factor Surveillance System question, **"How often do you get the social and emotional support you need?"** **1. Always** **2. Usually** **3. Sometimes** **4. Rarely** **5. Never** The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.

5. Employment-Related Services

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of unique participants who have OUD, served	
# of job training sessions offered	
# of job skill building trainings offered	
# of people assisted with job placement	
# of interview coaching session offered	
# of resume review sessions offered	
# of participants who received professional attire	
# of participants in community college courses	
# of requests for transportation assistance fulfilled	
# of transportation vouchers distributed	
# of naloxone kits distributed	

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
June 30, 2023).

Process Measure	Count
# of unique participants who have OUD, served	
Of the # of unique participants who have OUD, served in the count above, how many p	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	
Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	
Hispanic	
Some Other Race or Multiple Races	
Unknown	
Sum total of unique participants served (Autocalculated)	
Does sum total (C37) match the reported # of unique participants (C27)? (Autocalculated)	Yes

Quality measures answer the question, "How well did you do it?". Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants who have OUD, served, who report they are satisfied with services	

# of unique participants who have OUD, served	
# of unique participants who have OUD, who attended job training and showed improvement from pre-test to post-test	
# of unique participants who have OUD, who attended job training	
# of unique participants who have OUD, who attended job training and then sought job placement services	
# of unique participants who have OUD, who attended job training	
# of unique participants who have OUD, who attended interview coaching session and improved their interviewing skills	
# of unique participants who have OUD, who attended interview coaching session	
# of unique participants who have OUD, who attended resume review session and improved their resumes	
# of unique participants who have OUD, who attended resume review session	
# of unique participants who have OUD, served who say they have the professional attire needed	

# of unique participants who have OUD, served	
# of participants in community college courses, who completed their course(s)	
# of participants in community college courses	
# of requests for transportation assistance fulfilled	
# of requests for transportation assistance	
# of transportation vouchers used	
# of transportation vouchers distributed	

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of people assisted with job placement who are employed ___ months after placement	
# of people assisted with job placement	

# of participants who have OUD, served who report getting the social and emotional support they need	
# of unique participants, who have OUD, served	

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**
Unemployment rate	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes

ıique participants who have OUD, served during the 2023 fiscal year (i.e., July 1, 2022-

Notes

ɔeople identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants who have OUD,	Incomplete

who are satisfied w/ services	Incomplete
% of participants who showed improvement from pre-test to post-test in trainings	Incomplete
% of training participants who sought job placement services	Incomplete
% of interview coaching participants who improved interviewing skills	Incomplete
% of resume review participants who improved resumes	Incomplete
% of participants who say they have	Incomplete

the professional attire needed	Incomplete
% of participants in community college courses, who completed their course(s)	Incomplete
% of requests for transportation assistance fulfilled	Incomplete
% of transportation vouchers used	Incomplete
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of participants who received job-placement services that are employed ___ months after placement	Incomplete

% of participants who report getting the social and emotional support they need	Incomplete
	Incomplete
	Incomplete
	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

g to change this measure as a result of implementing this stragegy?

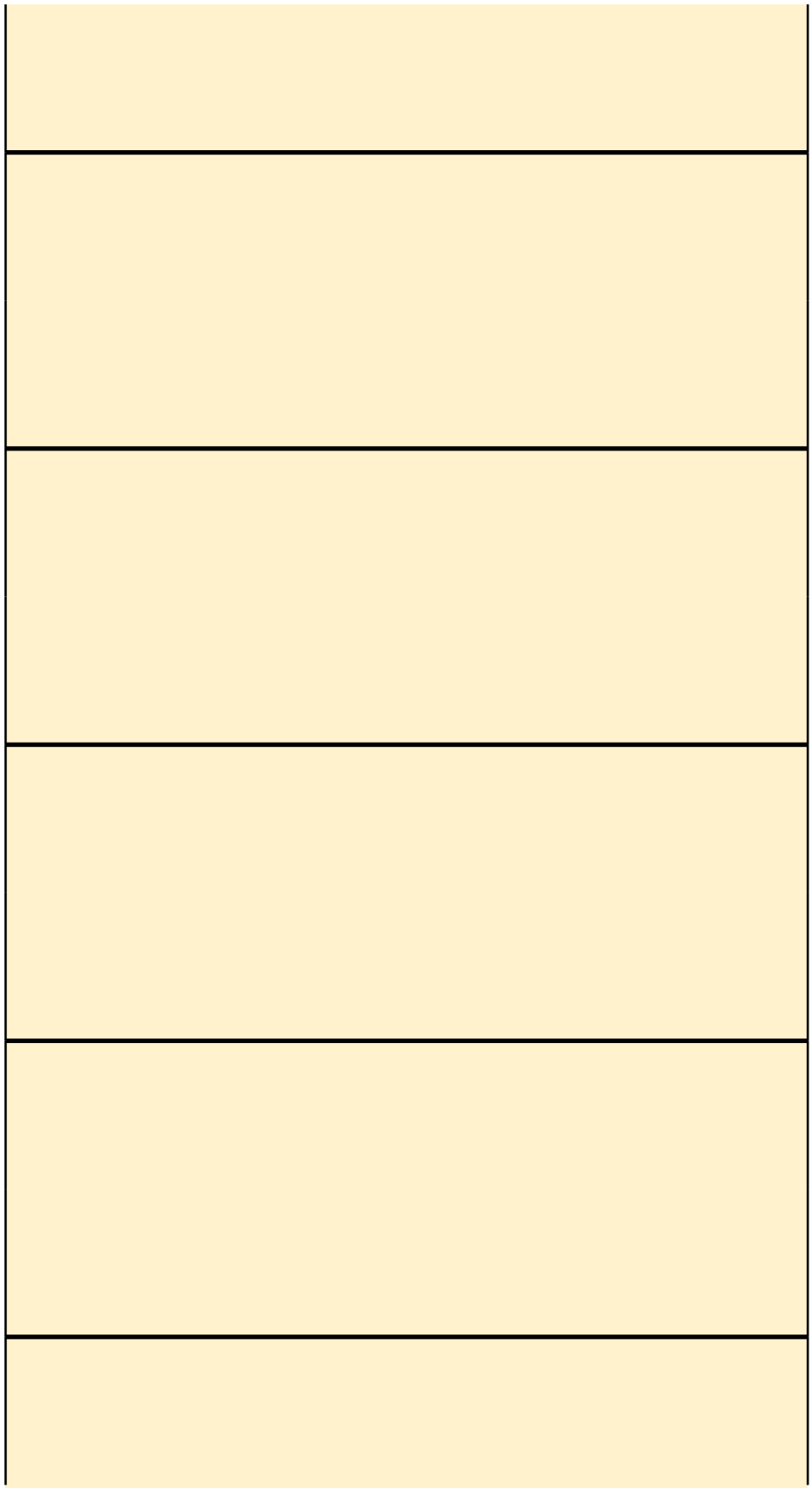
Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A naloxone kit contains two doses.
Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes



t to your implementation of this strategy. Outcome measures should reflect

Notes

Data Dashboard and become familiar with what is available. Then indicate
and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government

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boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
Recommended measure at six months. If measure for employment is taken at another increment, please describe this in the "Notes" column.

Consider asking patients the Behavioral Risk Factor Surveillance System question,
"How often do you get the social and emotional support you need?"
1. Always
2. Usually
3. Sometimes
4. Rarely
5. Never
The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.

6. Early Intervention

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of Youth Mental Health First-Aid training programs held	
# of unique participants trained in Mental Health First-Aid	
# of trainers who provide Youth Mental Health First-aid programs	
# of peer-based training programs held	
# of unique participants trained in peer-based program	
# of trainers who provide peer-based programs	
# of other early intervention training programs held	

# of unique participants trained in other early intervention programs	
# of trainers who provide other early intervention programs	

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un

Process Measure	**Count**
# of unique participants trained	
Of the # of unique participants trained in the count above, how many people identifiec	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	
Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	
Hispanic	
Some Other Race or Multiple Races	
Unknown	
Sum total of unique participants served (Autocalculated)	
Does sum total (C37) match the reported # of unique participants (C27)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants trained, who are satisfied w/ training	
# of unique participants trained	
# of unique particpants trained, who feel more confident in supporting children and adolescents who may be struggling	
# of unique participants trained	
# of unique participants trained, who improved skills in supporting children and adolescents who may be struggling	
# of unique participants trained	
# of unique participant trained, who improved knowledge in supporting children and adolescents who may be struggling	
# of unique participants trained	

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of unique partipants trained, who report using skills/knowledge gained in training	
# of unique participants trained	
# of unique participants trained, who report getting the social and emotional support they need	
# of unique participants trained	

% of short-term suspensions	N/A
# of community overdose reversals using naloxone	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes

ıique participants trained during the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

Notes

ɔ as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants who are satisfied w/ training	Incomplete
% of participants who feel more confident in supporting children and adolescents who may be struggling	Incomplete
% of participants who improved skills in supporting children and adolescents who may be struggling	Incomplete
% of participants who improved knowledge in supporting children and adolescents who may be struggling	Incomplete
	Incomplete
	Incomplete

	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated for Most Measures)
% of participants who report using skills/knowledge gained in training	Incomplete
% of participants who report getting the social and emotional support they need	Incomplete

% of short-term suspensions	
# of community overdose reversals using naloxone	N/A
	Incomplete
	Incomplete
	Incomplete

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

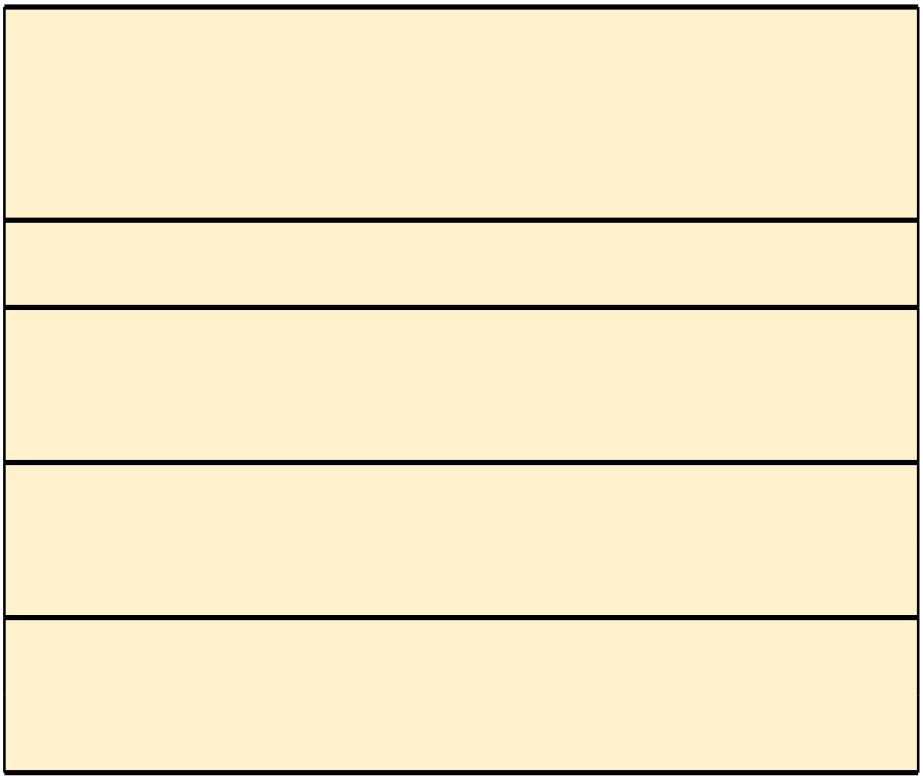
Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes

t to your implementation of this strategy. Outcome measures should reflect

Notes





Additional Information & Helpful Hints about this Measure
assessments may be used by trainers to determine satisfaction with training
pre/post assessments may be used by trainers to determine a change in confidence
pre/post assessments may be used by trainers to determine a change in skill
pre/post assessments may be used by trainers to determine a change in knowledge
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure

Consider asking participants the Behavioral Risk Factor Surveillance System question,
"How often do you get the social and emotional support you need?"
1. Always
2. Usually
3. Sometimes
4. Rarely
5. Never
The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

This measure is the number of out-of-school short-term suspensions in educational facilities for all grades per 100 students. It is collected by NC Department of Public Instruction and an indicator for HNC 2030. Visit this link to download Table S9 for the 2021-22 report.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

7. Naloxone Distribution

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES

Description	Count
# of unique participants, who use opioids and/or have OUD, served	308
# of intramuscular naloxone kits distributed	0
# of intranasal naloxone kits distributed	1555
# of trainings on harm reduction (e.g., overdose prevention, safer use practice, disease prevention) provided	1
# of people trained in harm reduction	27
# of naloxone trainings	2
# of people trained on naloxone	531

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
(i.e., July 1, 2022-June 30, 2023).

Process Measure	Count
# of unique participants, who use opioids and/or have OUD, served	308
Of the # of unique participants, who use opioids and/or have OUD, served in the count	
American Indian/Alaska Native Non-Hispanic	0
Asian Non-Hispanic	0
Black Non-Hispanic	108
Native Hawaiian or Other Pacific Islander Non-Hispanic	0
White Non-Hispanic	190
Hispanic	5
Some Other Race or Multiple Races	2
Unknown	3
Sum total of unique participants served (Autocalculated)	308
Does sum total (C33) match the reported # of unique patients (C23)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants who have OUD, served, who report they are satisfied with services	
# of unique participants, who use opioids and/or have OUD, served	308
# of naloxone distributed to EMS	1044
# of naloxone kits distributed	1555

# of naloxone distributed to hospital ED	6
# of naloxone kits distributed	1555
# of naloxone distributed to community based organizations	12
# of naloxone kits distributed	1555
# of naloxone distributed to firefighters	199
# of naloxone kits distributed	1555
# of naloxone distributed to police	202
# of naloxone kits distributed	1555
# of those trained on naloxone, who report they know how to respond to an opioid overdose and administer naloxone	171
# of people trained on naloxone	531
# of months in past year that program had to ration naloxone	0

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**

# of community overdose reversals using naloxone	64
# of patients who were visited by EMS more than once because of overdose	
# of patients who were admitted to the ED more than once because of overdose	
# of patients who have OUD, served who report getting the social and emotional support they need	
# of unique participants, who use opioids and/or have OUD, served	308

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes
Multiple funding sources	Narcan Dashboard - Total contacts made
Multiple funding sources	Narcan Dashboard - Total Narcan kits given + PDO
Only settlement funding	Healthy Rowan Presentation
Only settlement funding	
Only settlement funding	Need to add PDO 1st responder trainings
Only settlement funding	Program Tracker (17/35). 1st responder Narcan sur

ique participants, who use opioids and/or have OUD, served during the 2023 fiscal year

Notes

t above, how many people identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants, who have OUD, who are satisfied w/ services	Incomplete
% of naloxone distributed to EMS	0.671382637

% of naloxone distributed to hospital ED	0.003858521
% of naloxone distributed to community based organizations	0.007717042
% of naloxone distributed to firefighters	0.127974277
% of naloxone distributed to police	0.129903537
% of those trained who report they know how to respond to an opioid overdose and administer naloxone	0.322033898
# of months in past year that program had to ration naloxone	N/A
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)

# of community overdose reversals using naloxone	N/A
# of patients who were visited by EMS more than once because of overdose	N/A
# of patients who were admitted to the ED more than once because of overdose	N/A
% of patients who report getting the social and emotional support they need	Incomplete
	Incomplete
	Incomplete
	Incomplete

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A naloxone kit contains two doses.
A naloxone kit contains two doses.
vey responses (171). Narcan Dashboard (308)
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
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d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes
Currently not doing a customer satisfaction survey. Our team will be implem

12 - RHM

t to your implementation of this strategy. Outcome measures should reflect

Notes

Currently do not have access to this data.
Currently do not have access to this data.
Currently not collecting this data.



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure

Consider asking participants the Behavioral Risk Factor Surveillance System question, **"How often do you get the social and emotional support you need?"** **1. Always** **2. Usually** **3. Sometimes** **4. Rarely** **5. Never** The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

8. Post Overdose Response Teams

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr count represents efforts supported only by opioid settlement funds or efforts supported should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES

Description	Count
# of unique participants, who use opioids and/or have OUD, served	669
# of established agency-level network partners	6
# of referrals to PORT following an overdose reversal	933
# of people who experience an overdose who agree to talk with a PORT member	234
# of total contacts with all participants who use opioids and/or have OUD	587
# of participants who use opioids and/or have OUD referred to addiction treatment	36
# of participants who use opioids and/or have OUD referred to recovery supports (e.g., employment services, housing services, etc.)	47
# of participants who use opioids and/or have OUD referred to harm reduction services (e.g., syringe and supply access, overdose prevention education, disease prevention, etc.)	0
# of participants who use opioids and/or have OUD referred to primary healthcare	12
# of participants who use opioids and/or have OUD referred to other services	0
# of naloxone kits distributed	511

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
(i.e., July 1, 2022-June 30, 2023).

Process Measure	Count
# of unique participants, who use opioids and/or have OUD, served	669
Of the # of unique participants, who use opioids and/or have OUD, served in the count	
American Indian/Alaska Native Non-Hispanic	0
Asian Non-Hispanic	0
Black Non-Hispanic	82
Native Hawaiian or Other Pacific Islander Non-Hispanic	0
White Non-Hispanic	313
Hispanic	16
Some Other Race or Multiple Races	1
Unknown	0
Sum total of unique participants served (Autocalculated)	412
Does sum total (C37) match the reported # of unique patients (C27)? (Autocalculated)	No

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants, who use opioids and/or have OUD, served, who report they are satisfied with services	0

# of unique participants, who use opioids and/or have OUD, served	669
# of EMS calls for opioid overdose	933
# of EMS calls	24624

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of unique participants with OUD served who were connected to treatment and adhered to treatment	
# of participants who use opioids and/or have OUD, referred to addiction treatment	36
# of unique participants with OUD served who were connected to employment services and obtained employment	

# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	47
# of unique participants with OUD served who were connected to housing services and retained housing	
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	47
# of unique participants with OUD served who were connected to harm reduction services and remained engaged with harm reduction services	
# of participants who use opioids and/or have OUD, referred to harm reduction services	0
# of unique participants with OUD served who were connected to primary healthcare services and who kept using services	
# of participants who use opioids and/or have OUD, referred to primary healthcare	12

# of unique participants with OUD served who were referred to other services and who kept using services	
# of participants who use opioids and/or have OUD, referred to other services	0
# of participants who use opioids and/or have OUD, served who report getting the social and emotional support they need	
# of participants who use opioids and/or have OUD, served	669
# of community overdose reversals using naloxone	99

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**

% of residents receiving dispensed buprenorphine prescriptions	
% of individuals with OUD served by treatment programs who are uninsured or Medicaid beneficiaries	
% housing & homelessness 211 calls	
Unemployment rate	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes
Multiple funding sources	Looker Studio - Date filtered, remove repeat OD's.
Multiple funding sources	Daymark, CRCHC, Rowan Treatment Associates, RH
Multiple funding sources	Community Paramedic spreadsheet
Multiple funding sources	Looker Studio - Responded to call. PORT Excel (AC)
Multiple funding sources	Looker Studio - Contact attempts. PORT Excel (AC) -
Multiple funding sources	Looker Studio - SU referral. PORT Excel - Treatment
Multiple funding sources	Looker Studio - DSS referral. PORT Excel (AC) - Socia
Multiple funding sources	Discuss with PORT Team to change data collection
Multiple funding sources	Looker Studio - HD referral
Multiple funding sources	Discuss with PORT Team to change data collection
Multiple funding sources	Narcan Dashboard

ıique participants, who use opioids and/or have OUD, served during the 2023 fiscal year

Notes

t above, how many people identified as:

Looker Studio - (82) Filter each section of race, minus repeat overdose.
Looker Studio (313) - Filter each section of race, minus repeat overdose.
Looker Studio (16)- Filter each section of race, minus repeat overdose.
Looker Studio - Filter each section of race, minus repeat overdose. 2-1

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants, who use opioids and/or have OUD, who are satisfied	0%

and/or have OUD, who are satisfied w/ services	0%
% of EMS calls for opioid overdose	4%
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of patients with OUD who adhere to treatment __ months after first appointment	Incomplete
% of participants with OUD who have obtained employment at __ months, through engagement with	Incomplete

months, through engagement with recovery support services at __ months	Incomplete
% of participants with OUD who retain housing at __ months through engagement with recovery support services at __ months	Incomplete
% of participants with OUD engaged with harm reduction services at __	Incomplete
% of participants with OUD using primary healthcare services at __ months	Incomplete

% of participants with OUD using other services at __ months	Incomplete
% of participants who report getting the social and emotional support they need	Incomplete
# of community overdose reversals using naloxone	N/A
	Incomplete
	Incomplete
	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

ng to change this measure as a result of implementing this stragegy?

Yes
Yes
Yes
Yes

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
M, One Love, S&H Youth
- Successful Contacts (participants)
- Successful contacts (Total contacts)
al Services
A naloxone kit contains two doses.

Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes
Currently not collecting

Currently not collecting
Currently do not have access to this data

t to your implementation of this strategy. Outcome measures should reflect

Notes
We currently are not tracking this, but will incorporate it into our data collec
We currently are not tracking this, but will incorporate it into our data collec

We currently are not tracking this, but will incorporate it into our data collec
We currently are not tracking this, but will incorporate it into our data collec
We currently are not tracking this, but will incorporate it into our data collec
We currently are not tracking this, but will incorporate it into our data collec

We currently are not tracking this, but will incorporate it into our data collec
We currently are not tracking this, but will incorporate it into our data collec
Narcan dashboard

Data Dashboard and become familiar with what is available. Then indicate
and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes

Only showing results up to 2021
Only showing results up to 2021
Only showing results up to 2021
Only showing results up to 2021



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government

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Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
Recommended measure at six months. If measure for adherence is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
This measure indicates if participants have jobs at the __ month check in. Recommended measure at six months. If measure for employment is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across

programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Recommended measure at six months. If measure for retention of permanent housing is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
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Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Consider asking patients the Behavioral Risk Factor Surveillance System question, **"How often do you get the social and emotional support you need?"** **1. Always** **2. Usually** **3. Sometimes** **4. Rarely** **5. Never** The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure

The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.
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9. Syringe Services Programs

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of unique participants, who use opioids and/or have OUD, served	0
# of total contacts the program had with all participants	0
# of syringes distributed	0
# of types of supplies distributed (not count of individual items)	0
# of trainings on harm reduction (e.g., overdose prevention, safer use practice, disease prevention) provided to participants	0
# of participants trained on harm reduction (e.g., overdose prevention, safer use practice, disease prevention)	0
# of participants referred to Treatment Services for OUD	0
# of participants referred to Mental Health Services	0
# of participants referred to Primary Care Services	0
# of participants referred to Employment Resources	0
# of participants referred to Housing Resources	0
# of naloxone kits distributed	0

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
(i.e., July 1, 2022-June 30, 2023).

Process Measure	Count
# of unique participants, who use opioids and/or have OUD, served	0
Of the # of unique participants, who use opioids and/or have OUD, served in the count	
American Indian/Alaska Native Non-Hispanic	0
Asian Non-Hispanic	0
Black Non-Hispanic	0
Native Hawaiian or Other Pacific Islander Non-Hispanic	0
White Non-Hispanic	0
Hispanic	0
Some Other Race or Multiple Races	0
Unknown	0
Sum total of unique participants served (Autocalculated)	0
Does sum total (C38) match the reported # of unique patients (C28)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants, who use opioids and/or have OUD, served who report they have enough sterile syringes to cover every injection between SSP visits	

# of unique participants, who use opioids and/or have OUD, served	0
# of participants trained who increased their knowledge of harm reduction practices	
# of participants trained on harm reduction (e.g., overdose prevention, safer use practice, disease prevention)	0

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of participants engaged with SSP services at _ months	
# of unique participants, who use opioids and/or have OUD, served	0
# of participants who adhere to treatment at _ months	

# of unique participants, who use opioids and/or have OUD, served	0
# of participants using mental health services at _ months	
# of unique participants, who use opioids and/or have OUD, served	0
# of participants with OUD using primary healthcare services at _ months	
# of unique participants, who use opioids and/or have OUD, served	0
# of participants who have obtained employment at _ months, through engagement with recovery support services	
# of unique participants, who use opioids and/or have OUD, served	0

# of participants who retain housing at _ months, through engagement with recovery support services	
# of unique participants, who use opioids and/or have OUD, served	0
# of participants who report getting the social and emotional support they need	
# of unique participants, who use opioids and/or have OUD, served	0
# of community overdose reversals using naloxone	

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**
% of residents receiving dispensed buprenorphine prescriptions	
% of individuals with OUD served by treatment programs who are uninsured or Medicaid beneficiaries	
% of housing & homelessness 211 calls	
Unemployment rate	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes
	SSP was not implemented this year

ıique participants, who use opioids and/or have OUD, served during the 2023 fiscal year

Notes

ı above, how many people identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants who report they have enough sterile syringes to	Incomplete

cover every injection between SSP visits	Incomplete
% of participants who increase their knowledge of harm reduction practices	Incomplete
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of participants with OUD engaged with SSP services at _ months	Incomplete
% of patients with OUD who adhere to treatment ___ months after first	Incomplete

to treatment __ months after first appointment	Incomplete
% of participants with OUD using mental health services at _ months	Incomplete
% of participants with OUD using primary healthcare services at _ months	Incomplete
% of participants who have obtained employment at _ months	Incomplete

% of participants who retain housing at _ months	Incomplete
% of participants who report getting the social and emotional support they need	Incomplete
# of community overdose reversals using naloxone	N/A
	Incomplete
	Incomplete
	Incomplete

	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

ng to change this measure as a result of implementing this stragegy?
Yes
Yes
Yes
Yes

Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A naloxone kit contains two doses.

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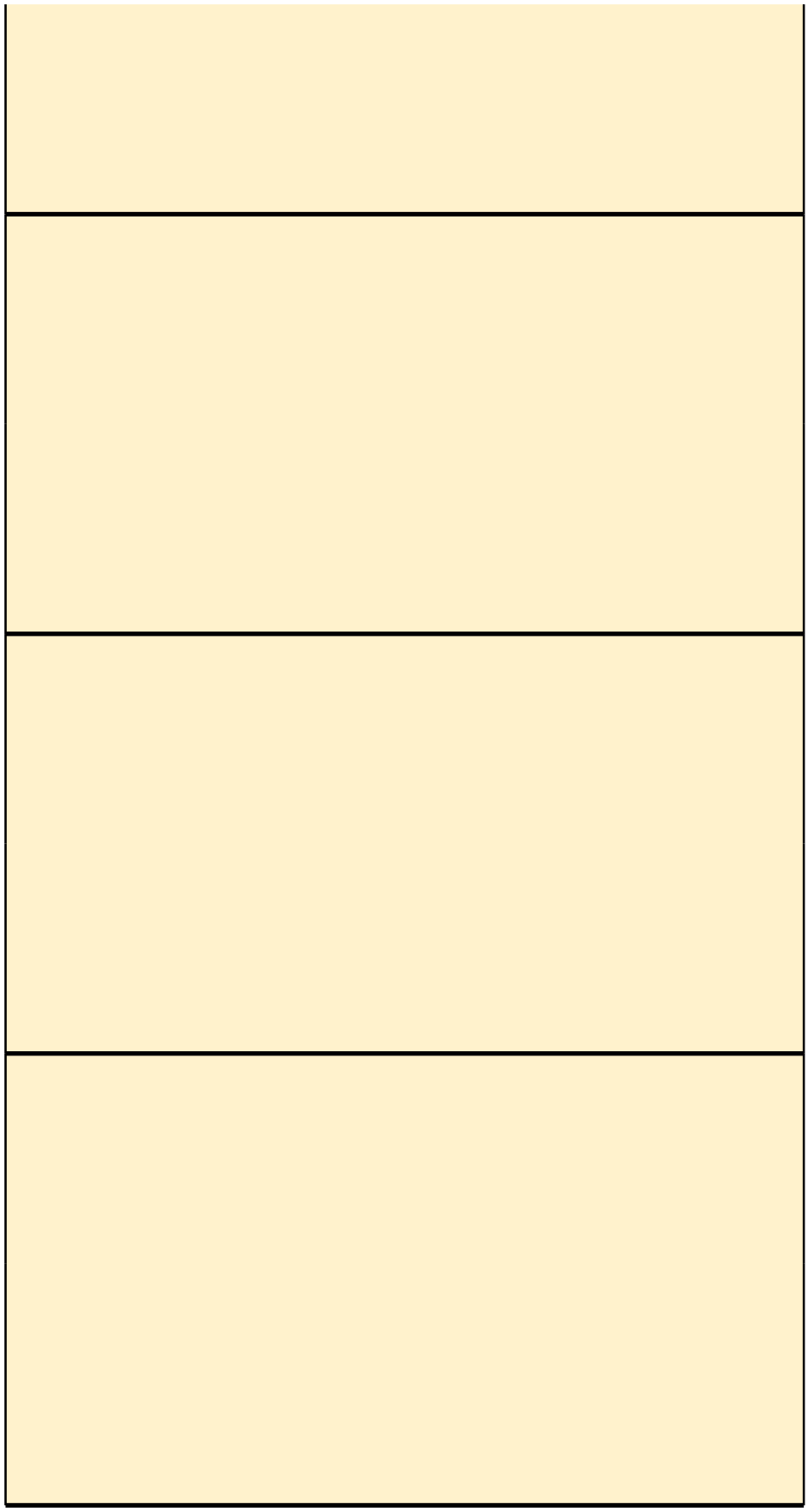
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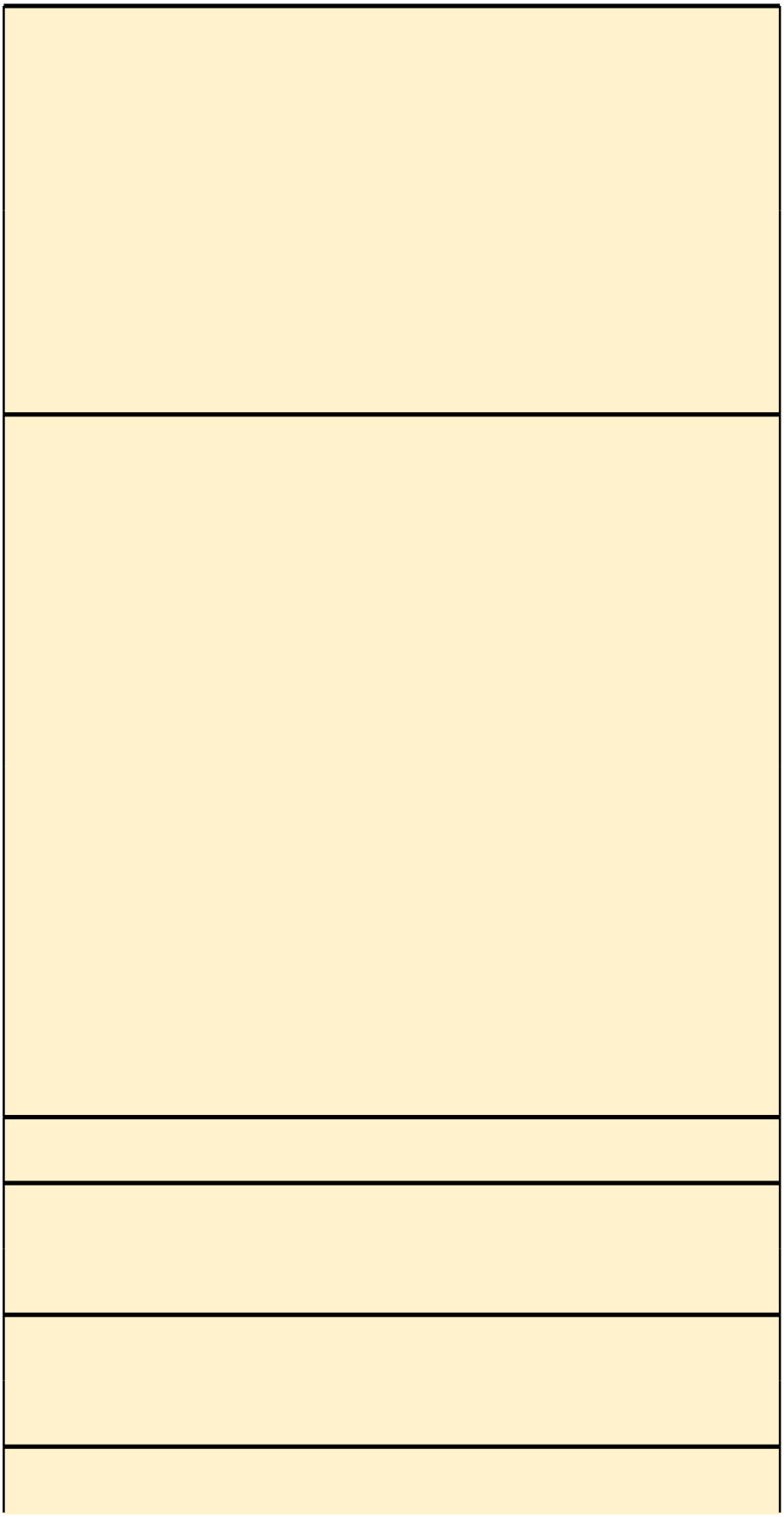
d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes

t to your implementation of this strategy. Outcome measures should reflect

Notes





Data Dashboard and become familiar with what is available. Then indicate
ı and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes
Only showing results up to 2021
Only showing results up to 2021
Only showing results up to 2021
Only showing results up to 2021



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government

boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
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Additional Information & Helpful Hints about this Measure
Recommended measure at six months. If measure for engagement is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Recommended measure at six months. If measure for adherence is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific

programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column.

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column.

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

This measure indicates if participants have jobs at the __ month check in. Recommended measure at six months. If measure for employment is taken at another increment, please describe this in the "Notes" column.

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Recommended measure at six months. If measure for retention of permanent housing is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Consider asking patients the Behavioral Risk Factor Surveillance System question, **"How often do you get the social and emotional support you need?"** **1. Always** **2. Usually** **3. Sometimes** **4. Rarely** **5. Never** The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
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Additional Information & Helpful Hints about this Measure
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10. Criminal Justice Diversion

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, "How much did you do?". Please quantify the pr count represents efforts supported only by opioid settlement funds or efforts supported should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of 911 calls with primary concern related to substance use	
# of dispositions where person was transported to services by law enforcement	
# of dispositions where person was stabilized in community	
# of arrest diversion referrals to pre-arrest diversion programs by law enforcement	
# of social referrals to pre-arrest diversion programs by law enforcement	
# of intakes for pre-arrest diversion programs completed	
# of unique participants enrolled in pre-arrest diversion programs	
# of full-time pre-arrest diversion program staff	
# of participants on staff caseload (average)	
# of contacts with pre-arrest diversion program participants per month	
# of people arrested who are screened for OUD	

# of referrals to post-arrest diversion programs by jail/correctional staff	
# of intakes for post-arrest diversion programs completed	
# of unique participants enrolled in post-arrest diversion programs	
# of dedicated post-arrest diversion program staff	
# of contacts with post-arrest diversion program participants per month	
# of people at intake with no fixed address or address is shelter	
# of referrals to pre-trial service programs by court staff	
# of intakes for pre-trial service programs completed	
# of unique participants enrolled in pre-trial service programs	
# of contacts with pre-trial service program participants per month	
# of initial hearings annually for people identified as having opioid use disorder	
# of participants who use opioids and/or have OUD, referred to addiction treatment	
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	

# of participants who use opioids and/or have OUD, referred to harm reduction services (e.g., syringe and supply access, overdose prevention education, disease prevention, etc.)	
# of participants who use opioids and/or have OUD, referred to primary healthcare	
# of participants who use opioids and/or have OUD, referred to other services	
# of participants who use opioids and/or have OUD, provided addiction treatment	
# of participants who use opioids and/or have OUD, provided with recovery support services (e.g., employment services, housing services, etc.)	
# of participants who use opioids and/or have OUD, provided with harm reduction services	
# of participants who use opioids and/or have OUD, provided with primary healthcare services	
# of participants who use opioids and/or have OUD, provided with other services	
# of naloxone kits provided	

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
(i.e., July 1, 2022-June 30, 2023).

Process Measure	**Count**
# of unique participants, who use opioids and/or have OUD, served	
Of the # of unique participants, who use opioids and/or have OUD, served in the count	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	

Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	
Hispanic	
Some Other Race or Multiple Races	
Unknown	
Sum total of unique participants served (Autocalculated)	
Does sum total (C65) match the reported # of unique patients (C55)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants, who use opioids and/or have OUD, served, who report they are satisfied with services	
# of unique participants, who use opioids and/or have OUD, served	
# of 911 calls with primary concern related to substance use	
# of 911 calls	
# of people arrested who screen positive for OUD	
# of people arrested who are screened for OUD	
# of law enforcement officers who have referred to diversion program	
# of law enforcement officers	
# of unique participants, who use opioids and/or have OUD, served, who are connected to services	
# of unique participants, who use opioids and/or have OUD, served	

# of unique participants, who use opioids and/or have OUD, served, who have been provided with services	
# of unique participants, who use opioids and/or have OUD, served	

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of referrals that resulted in enrollment in diversion program	
# of referrals to diversion programs	
# of participants who use opioids and/or have OUD, referred to addiction treatment, who adhere to treatment at _ months	
# of participants who use opioids and/or have OUD, referred to addiction treatment	
# of participants who # of participants who have obtained employment at _ months	
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	
# of participants who retain housing at _ months	

# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	
# of unique participants with OUD served who were referred to harm reduction services and remained engaged with harm reduction services	
# of participants who use opioids and/or have OUD, referred to harm reduction services (e.g., syringe and supply access, overdose prevention education, disease prevention, etc.)	
# of participants with OUD using primary healthcare services at _ months	
# of participants who use opioids and/or have OUD, referred to primary healthcare	
# of participants with OUD using other services at _ months	
# of participants who use opioids and/or have OUD, referred to other services	

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**
% of residents receiving dispensed buprenorphine prescriptions	

% of individuals with OUD served by treatment programs who are uninsured or Medicaid beneficiaries	
% of housing & homelessness 211 calls	
Unemployment rate	
# of community overdose reversals using naloxone	
% of participants who report getting the social and emotional support they need	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes

ıique participants, who use opioids and/or have OUD, served during the 2023 fiscal year

Notes

t above, how many people identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants, who use opioids and/or have OUD, who are satisfied w/ services	Incomplete
% of 911 calls related to substance use concerns	Incomplete
% of people arrested who screen positive for OUD	Incomplete
% of law enforcement officers who have referred to diversion program	Incomplete
% of participants connected to services	Incomplete

% of participants provided with services	Incomplete
	Incomplete
	Incomplete
	Incomplete

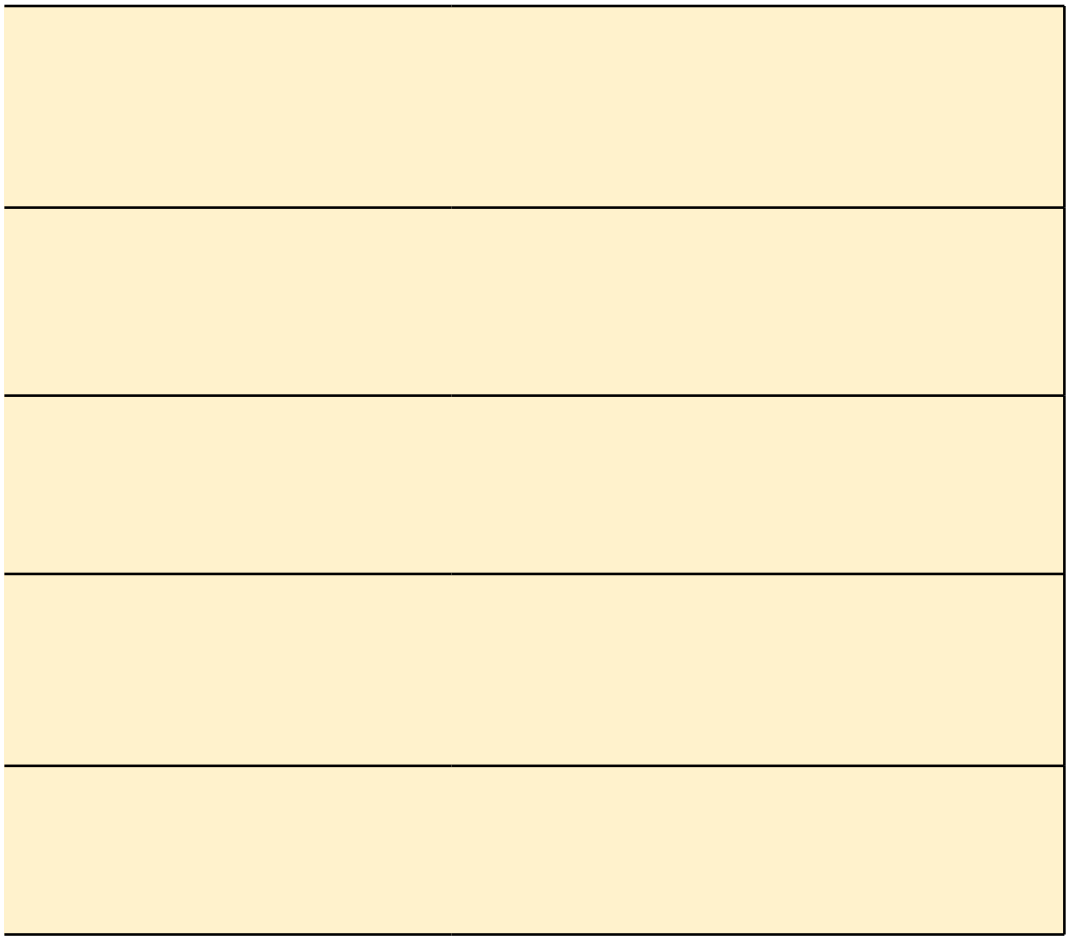
ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of referrals that resulted in enrollment in diversion program	Incomplete
% of participants with OUD who adhere to treatment __ months after first appointment	Incomplete
% of participants who have obtained/retained employment at __ months	Incomplete
% of participants who obtained/retained housing at	Incomplete

obtained/retained housing at __ months	Incomplete
% of participants engaged with harm reduction services at __ months	Incomplete
% of participants using primary healthcare services at __ months	Incomplete
% of participants using other services at __ months	Incomplete
	Incomplete
	Incomplete
	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

g to change this measure as a result of implementing this stragegy?



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals

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d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

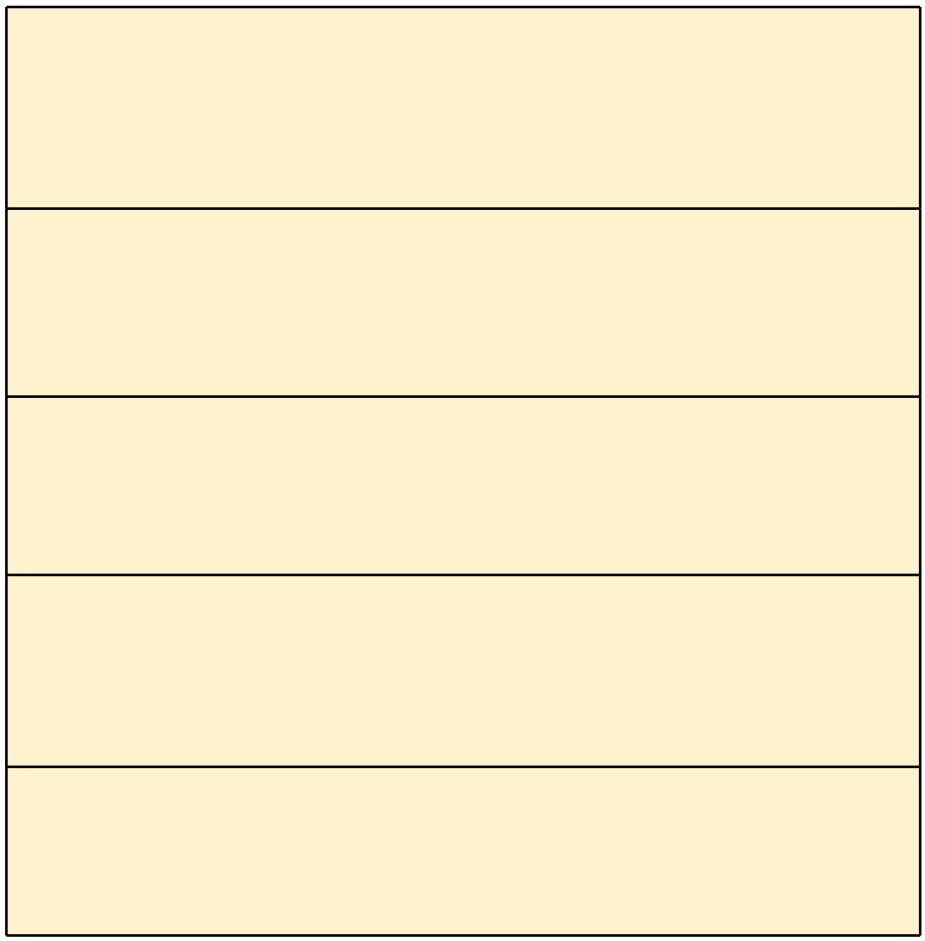
Notes

t to your implementation of this strategy. Outcome measures should reflect

Notes

Data Dashboard and become familiar with what is available. Then indicate
and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes





Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
Recommended measure at six months. If measure for adherence is taken at another increment, please describe this in the "Notes" column.
This measure indicates if participants have jobs at the __ month check in. Recommended measure at six months. If measure for employment is taken at another increment, please describe this in the "Notes" column.
Recommended measure at six months. If measure for retention of permanent housing is taken at another increment, please describe this in

permanent housing is taken at another increment, please describe this in the "Notes" column.
Recommended measure at six months. If measure for engagement is taken at another increment, please describe this in the "Notes" column.
Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column.
Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column.
Custom, strategy-specific measures may be entered in this row.
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Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
The Opioid and Substance Use Action Plan (OSUAP) Data Dashboard can be found here. Use the "Metrics" tab to find the "Metric" (i.e., Outcome Measure, Population-Level) and "Place" to find your county.

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11. Addiction Treatment for Incarcerated Pe

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, “How much did you do?”. Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES	
Description	**Count**
# of people who are incarcerated screened as having OUD	
# of people who are incarcerated who receive methadone for OUD	
# of people who are incarcerated who receive buprenorphine for OUD	
# of people who are incarcerated who receive naltrexone for OUD	
# of group classes, for people who are incarcerated, held on overdose prevention	
# of people who are incarcerated that attended group classes on overdose prevention	
# of group classes, for staff, held on overdose prevention	
# of staff that attended group classes on overdose prevention	
# of naloxone kits distributed to people who were incarcerated upon release	
# of opioid overdose reversals using naloxone within the jail or prison	
# of deaths due to overdose within the jail or prison	
# of referrals made for continued MAT support upon release	

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
(i.e., July 1, 2022-June 30, 2023).

Process Measure	Count
# of unique participants who have OUD, served	
Of the # of unique participants who have OUD, served in the count above, how many p	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	
Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	
Hispanic	
Some Other Race or Multiple Races	
Unknown	
Sum total of unique participants served (Autocalculated)	
Does sum total (C38) match the reported # of unique participants (C28)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of people who are incarcerated who receive medication for OUD, who report they are satisfied with services	

# of people who are incarcerated who receive medication for OUD	
# of people who are incarcerated that are screened for OUD	
# of people incarcerated	
# of people who increase knowledge about overdose prevention after attending group classes	
# of people who attended group classes on overdose prevention	
# of referrals made for continued MAT support upon release, that resulted in first appointment	
# of referrals made for continued MAT support upon release	
# of people released from jail, who receive a naloxone kit upon release	
# of people released from jail	

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of people who are incarcerated and screen positive as having OUD and then receive methodone in jail	

# of people who are incarcerated and screen positive as having OUD	
# of people who are incarcerated and screen positive as having OUD and then receive buprenorphine in jail	
# of people who are incarcerated and screen positive as having OUD	
# of people who are incarcerated and screen positive as having OUD and then naltrexone in jail	
# of people who are incarcerated and screen positive as having OUD	
# of people who are incarcerated and screen positive as having OUD who **started** MAT in jail	
# of people who are incarcerated and screen positive as having OUD	
# of participants who are incarcerated and were on MAT before entering jail, who **continued** MAT in jail	
# of participants who are incarcerated and were on MAT before entering jail	
# of deaths due to overdose within the jail	
# of deaths within the jail	
# of people who are incarcerated screened as having OUD, who report getting the social and emotional support they need	
# of people who are incarcerated screened as having OUD	
# of community overdose reversals using naloxone	

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**
% of residents receiving dispensed buprenorphine prescriptions	
% of individuals with OUD served by treatment programs who are uninsured or Medicaid beneficiaries	

ersons

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes

ıique participants, who use opioids and/or have OUD, served during the 2023 fiscal year

Notes

ɔeople identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)

% of participants who have OUD, who are satisfied w/ services	Incomplete
% of people who are incarcerated that are screened for OUD	Incomplete
% of people who increase knowledge about overdose prevention after attending group classes	Incomplete
% of referrals to services that result in first appointment	Incomplete
% of people who were incarcerated that upon release received naloxone kits	Incomplete
	Incomplete
	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

Outcome Measure	Percent (Autocalculated)
% of participants who are incarcerated that screen positive for	Incomplete

OUD and then receive methadone in jail	Incomplete
% of participants who are incarcerated that screen positive for OUD and then receive buprenorphine in jail	Incomplete
% of participants who are incarcerated and screen positive for OUD and then receive naltrexone in jail	Incomplete
% of participants who are incarcerated who started MAT in jail	Incomplete
% of participants who are incarcerated who were on MAT before entering jail and continued MAT in jail	Incomplete
% of total deaths within jail that are due to overdose	Incomplete
% of participants who report getting the social and emotional support they need	Incomplete
# of community overdose reversals using naloxone	N/A
	Incomplete
	Incomplete

	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

g to change this measure as a result of implementing this stragegy?

Additional Information & Helpful Hints about this Measure
A naloxone kit contains two doses.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

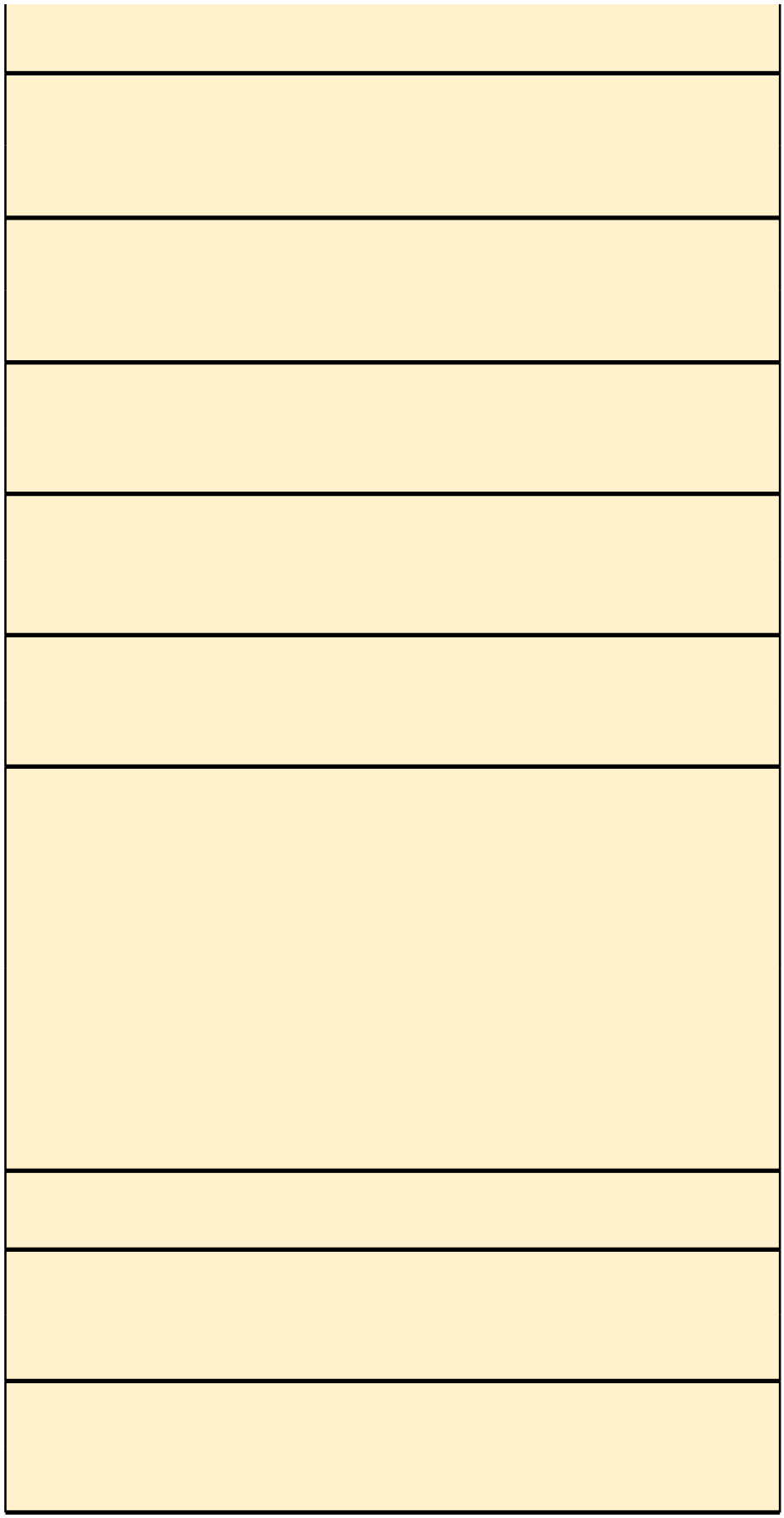
Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes

t to your implementation of this strategy. Outcome measures should reflect

Notes



Data Dashboard and become familiar with what is available. Then indicate
ı and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government

impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals. For this quality measure, the denominator is the sum of the following: # of people who are incarcerated who receive methadone for OUD # of people who are incarcerated who receive buprenorphine for OUD # of people who are incarcerated who receive naltrexone for OUD
A naloxone kit contains two doses.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure

Consider asking patients the Behavioral Risk Factor Surveillance System question, **"How often do you get the social and emotional support you need?"** **1. Always** **2. Usually** **3. Sometimes** **4. Rarely** **5. Never** The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need
Custom, strategy-specific measures may be entered in this row.
Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure
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12. Reentry

Insert Start and End Date for this Strategy (MM/DD/YYYY)	Start Date:
	End Date:

Process measures answer the question, "How much did you do?". Please quantify the pr
count represents efforts supported only by opioid settlement funds or efforts supported
should reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC PROCESS MEASURES

Description	Count
# of unique participants who use opioids and/or have OUD, enrolled	
# of written transition case plans developed prior to release	
# of written transition case plans updated during participation	
# of case management meetings attended by participants	
# of OUD treatment sessions attended by participants	
# of reentry navigators/peer support specialists on staff	
# of participants provided with harm reduction education	
# of participants who use opioids and/or have OUD, referred to addiction treatment	
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	
# of participants who use opioids and/or have OUD, referred to harm reduction services (e.g., syringe and supply access, overdose prevention education, disease prevention, etc.)	

# of participants who use opioids and/or have OUD, referred to primary healthcare	
# of participants who use opioids and/or have OUD, referred to other services	
# of participants who use opioids and/or have OUD, provided addiction treatment	
# of participants who use opioids and/or have OUD, provided with recovery support services (e.g., employment services, housing services, etc.)	
# of participants who use opioids and/or have OUD, provided with harm reduction services	
# of participants who use opioids and/or have OUD, provided with primary healthcare services	
# of participants who use opioids and/or have OUD, provided with other services	
# of naloxone kits distributed	

DEMOGRAPHICS: Provide the following information on race and ethnicity for the # of un
year (i.e., July 1, 2022-June 30, 2023).

Process Measure	**Count**
# of unique participants who use opioids and/or have OUD, enrolled	
Of the # of unique participants, who use opioids and/or have OUD, enrolled in the cou	
American Indian/Alaska Native Non-Hispanic	
Asian Non-Hispanic	
Black Non-Hispanic	
Native Hawaiian or Other Pacific Islander Non-Hispanic	
White Non-Hispanic	
Hispanic	
Some Other Race or Multiple Races	

Unknown	
Sum total of unique participants served (Autocalculated)	
Does sum total (C44) match the reported # of unique participants (C34)? (Autocalculated)	Yes

Quality measures answer the question, “How well did you do it?”. Please quantify the qu
2023).

STRATEGY-SPECIFIC QUALITY MEASURES	
Description	**Count**
# of unique participants who use opioids and/or have OUD, enrolled, who report they are satisfied with services	
# of unique participants who use opioids and/or have OUD, enrolled	
# of unique participants who use opioids and/or have OUD, enrolled who have an updated transition case plan	
# of unique participants who use opioids and/or have OUD, enrolled	
# of case management meetings attended by participants	
# of case management meetings offered	
# of OUD treatment sessions attended by participants	
# of OUD treatment sessions offered	
# of naloxone kits distributed	
# of unique participants who use opioids and/or have OUD, enrolled	

Outcome measures answer the question, “Is anyone better off?”. Outcome measures ca numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30, 2023).

STRATEGY-SPECIFIC OUTCOME MEASURES (PROGRAM-LEVEL)	
Description	**Count**
# of unique participants who use opioids and/or have OUD, enrolled, who experience an arrest (i.e., arrest for misdemeanor and/or low-level felony) within ___ months of completing program	
# of unique participants who use opioids and/or have OUD, enrolled	
# of participants who use opioids and/or have OUD, referred to addiction treatment who adhered to treatment	
# of participants who use opioids and/or have OUD, referred to addiction treatment	
# of participants who use opioids and/or have OUD, who were referred to employment services and obtained employment	

# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	
# of participants who use opioids and/or have OUD, who were referred to housing services and retained housing	
# of participants who use opioids and/or have OUD, referred to recovery supports (e.g., employment services, housing services, etc.)	
# of participants who use opioids and/or have OUD, referred to harm reduction services who remained engaged with harm reduction services	
# of participants who use opioids and/or have OUD, referred to harm reduction services (e.g., syringe and supply access, overdose prevention education, disease prevention, etc.)	
# of unique participants with OUD served who were referred to primary healthcare services and who kept using services	
# of participants who use opioids and/or have OUD, referred to primary healthcare	

# of unique participants who use opioids and/or have OUD enrolled, who report they are satisfied with services	
# of unique participants who use opioids and/or have OUD, enrolled	
# of community overdose reversals using naloxone	

In addition to any program-level outcome measures captured above, population-level da
if there are population-level outcome measures you are expecting to change as a result c
across NC to track progress toward reaching the goals outlined in the North Carolina's Op
change over time.

STRATEGY-SPECIFIC OUTCOME MEASURES (POPULATION-LEVEL)	
Description	**Are you expectin**

% of residents receiving dispensed buprenorphine prescriptions	
% of individuals with OUD served by treatment programs who are uninsured or Medicaid beneficiaries	
% of housing & homelessness 211 calls	
Unemployment rate	

7/1/2022
6/30/2023

rocess measures relevant to your implementation of this strategy. Indicate whether the
by multiple funding sources including opioid settlement funds. Process measures

How were efforts supported?	Notes

ıique participants, who use opioids and/or have OUD, enrolled during the 2023 fiscal

Notes

nt above, how many people identified as:

uality measures relevant to your implementation of this strategy. Quality measures shoul

Quality Measure	Percent (Autocalculated)
% of participants, who use opioids and/or have OUD, who are satisfied w/ services	Incomplete
% of participants with updated transition case plan	Incomplete
% of case management meetings attended by participants	Incomplete
% of OUD treatment sessions attended by participants	Incomplete
% of participants who received naloxone kit	Incomplete
	Incomplete

	Incomplete
	Incomplete

ın be at the program- or population-level. Please quantify the outcome measures relevan

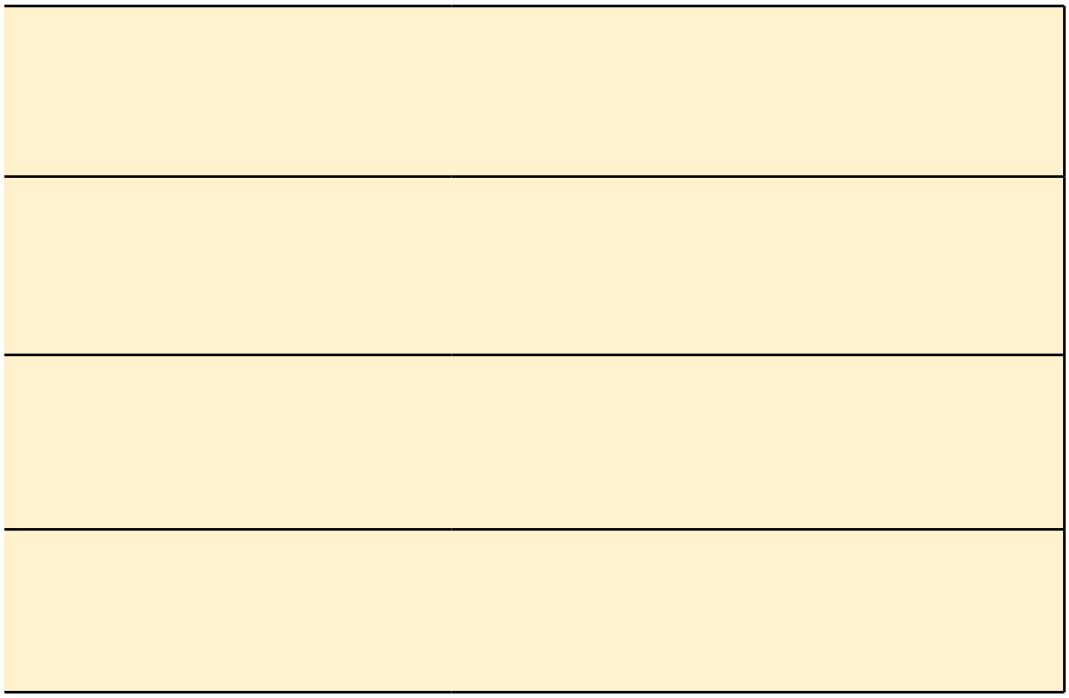
Outcome Measure	Percent (Autocalculated)
% of participants who experience an arrest (i.e., arrest for misdemeanor and/or low-level felony) within ___ months of completing program	Incomplete
% of patients with OUD who adhere to treatment __ months after first appointment	Incomplete
% of participants with OUD who	

% of participants with OUD who have obtained employment at __ months, through engagement with recovery support services at __ months	Incomplete
% of participants with OUD who retain housing at __ months through engagement with recovery support services at __ months	Incomplete
% of participants with OUD engaged with harm reduction services at __ months	Incomplete
% of participants with OUD using primary healthcare services at __ months	Incomplete

% of participants who report getting the social and emotional support they need	Incomplete
# of community overdose reversals using naloxone	
	Incomplete
	Incomplete
	Incomplete

ata on outcome measures are available from the OSUAP Data Dashboard. Please visit the
of your implementation of this strategy. The OSUAP Data Dashboard provides integration
pioid and Substance Use Action Plan. Which metrics are shared on the Dashboard, referre

g to change this measure as a result of implementing this stragegy?



Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

A naloxone kit contains two doses.
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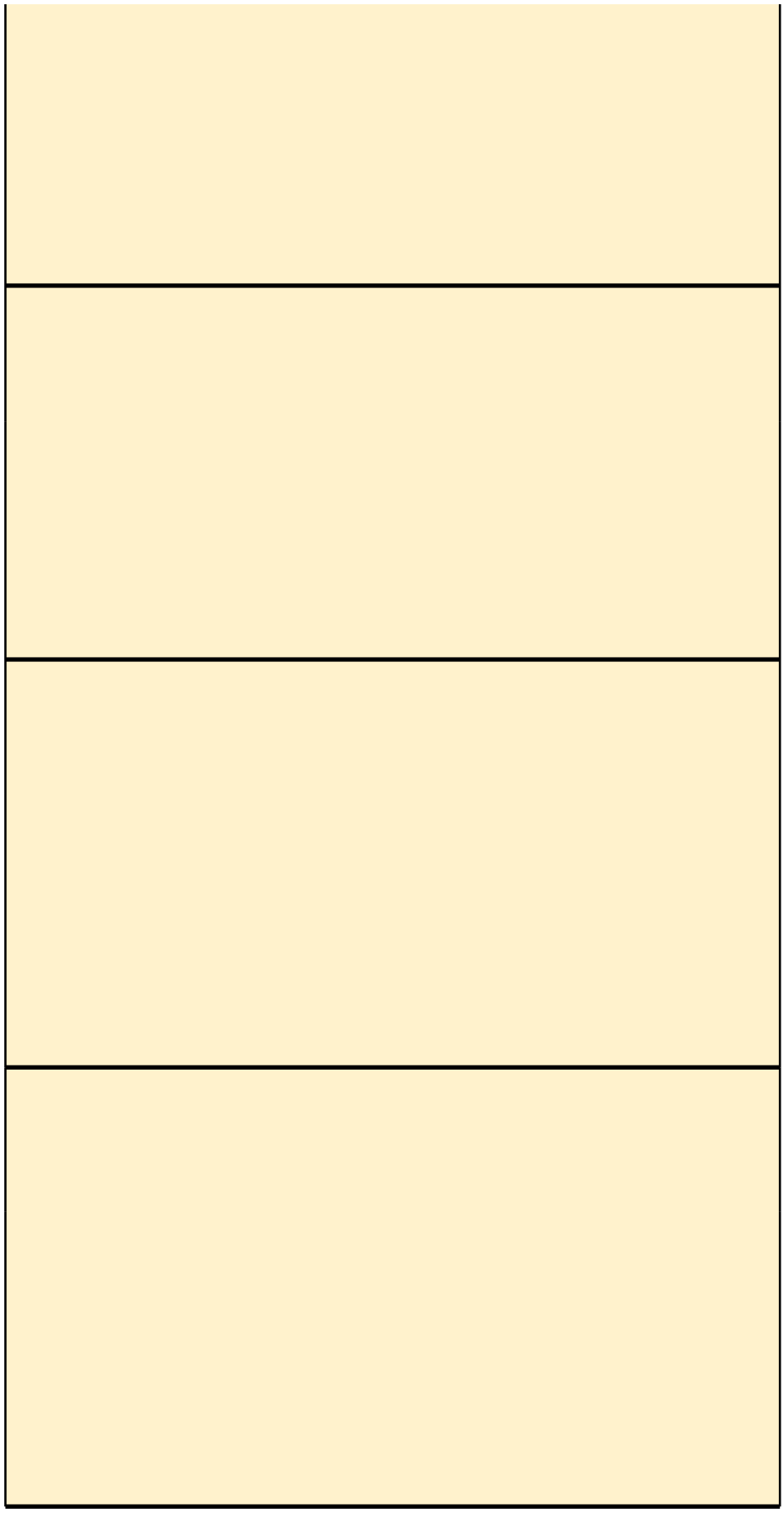
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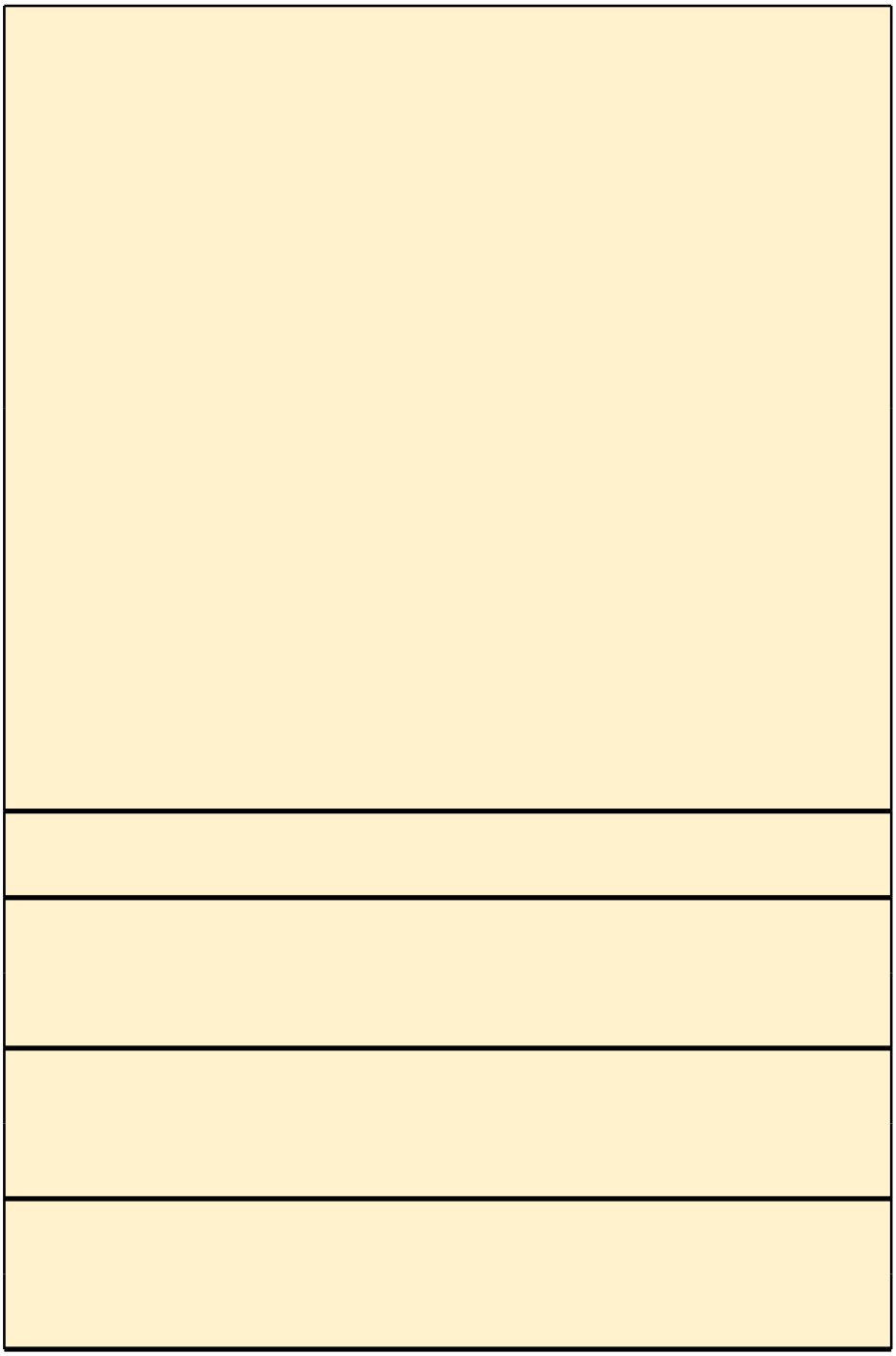
d reflect numbers from the 2023 fiscal year (i.e., July 1, 2022-June 30,

Notes

t to your implementation of this strategy. Outcome measures should reflect

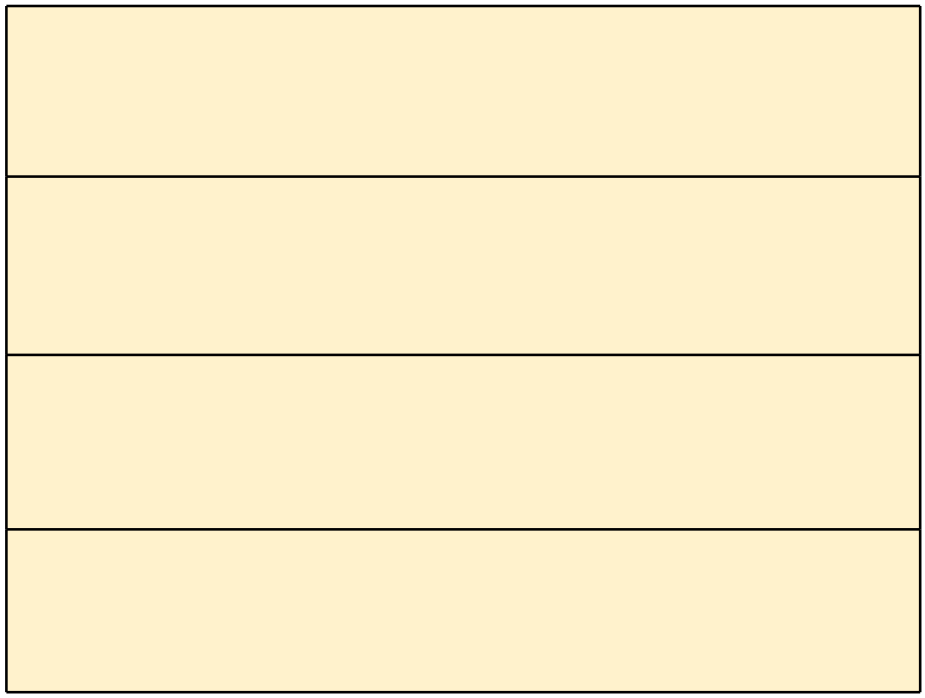
Notes





Data Dashboard and become familiar with what is available. Then indicate
ı and visualization of state, regional, and county-level metrics for partners
ed to as outcome measures (population-level) in the Impact Report, may

Notes





Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
A naloxone kit contains two doses. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
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Additional Information & Helpful Hints about this Measure
A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Recommended measure at six months. If measure for adherence is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
This measure indicates if participants have jobs at the __ month check in. Recommended measure at six months. If measure for employment is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Recommended measure at six months. If measure for retention of permanent housing is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Recommended measure at six months. If measure for engagement is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.
Recommended measure at six months. If measure for utilization is taken at another increment, please describe this in the "Notes" column. A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Consider asking patients the Behavioral Risk Factor Surveillance System question,
"How often do you get the social and emotional support you need?"
1. Always
2. Usually
3. Sometimes
4. Rarely
5. Never
The # of participants who answer "Always" and "Usually" can be summed to find # of participants who have OUD, served who report getting the social and emotional support they need.

A unique participant may participate in multiple support programs so there may be some duplication of unique participants when numbers across programs, project, sites, etc., are aggregated for the strategy-specific impact report. A participant may receive services across local government boundaries (e.g., a person with OUD may reside in one county and receive services in another county). Number of referrals do not equate to number of unique participants because one individual may receive multiple referrals.

Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.

Custom, strategy-specific measures may be entered in this row.

Additional Information & Helpful Hints about this Measure

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Option B Measures

	Insert Start and End Date for each strategy reported below: (MM/DD/YYYY)	
	Start Date	**End Date**
Example	1/1/2023	6/30/2023
Example	1/1/2023	6/30/2023
Example	1/1/2023	6/30/2023

For each Option B strategy that your local government has chosen to fund: 1. fill in at	
Option B Strategy	**Type of Measure**
Exhibit B G.8: Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.	Process
Exhibit B G.8: Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.	Quality
Exhibit B G.8: Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.	Outcome - Population Level

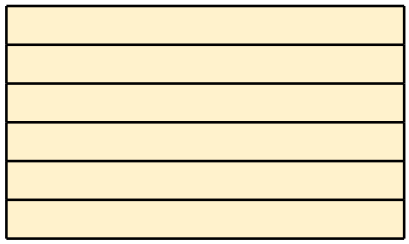
least one row with a Process Measure, 2. fill in at least one row with a Quality Meas		
Measure Name	**Description**	**Is this a count or percent?**
# of trainings offered	# of Trauma Smart trainings offered to teachers in county's school system	Count
% of participants who increased their knowledge of Attachment, Self-Regulation, and Competency Framework	number of participants who improved their score from pre-test to post test divided by number of participants	Percent
% of short-term suspensions	number of out-of-school short-term suspensions in educational facilities for all grades per 100 students in school system	Percent

ure, and, 3. fill in at least one row with an Outcome Measure.	
What is the current value (i.e., count or percent)?	**How were efforts supported?**
3	Only settlement funding
85%	Only settlement funding
15%	Only settlement funding

Notes
Data source is programmatic records
Data source is Trauma Smart Trainer who will provide data from pre/post tests; participants are those who went through the training
% of short-term suspension for our public school system; we hope this decreases over time. Data source is NC Dept of Public Instruction's Short -term Suspension Stats for Schools (2021-22)

!! PLEASE NOTE !!

The NC MOA requires local governments completing STANDARD FORM to provide demographic informati your local government is reporting on Option B strate the impact report, you do not need to enter demogra data here. We will be reaching out to you at a later d gather that data.




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Response Summary:

Welcome to the **Financial Report Portal** for the North Carolina opioid settlements. Under the Memorandum of Agreement (MOA), a local government that receives, spends, or holds opioid settlement funds during a fiscal year must file an annual financial report within 90 days of the end of the fiscal year. For the 2022-2023 fiscal year, the annual financial report must be uploaded to this portal by **September 27, 2023**.

There are two portals used to file the report. This portal is for local governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in MOA Exhibit G. If your local government receives a lower percentage, please use the other portal: Visit Portal.

An overview of the information necessary to complete the Financial Report can be found here. **Please make sure to have all the required information available before beginning this form.**

For any local government that receives two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in MOA Exhibit G, additional information may be required. In the case of any such local government that disbursed any opioid settlement funds in FY 22-23, where any sub-recipient (as defined in Exhibit E of the MOA) received a disbursement of settlement funds equal to or greater than either (a) $50,000 or (b) 10% of the total amount disbursed, **this Excel spreadsheet must be uploaded along with your report**. Please download the Excel spreadsheet and complete it before beginning the form.

(For these purposes, a sub-recipient for whom reporting is required is an entity receiving Opioid Settlement Funds from the Local Government for the purpose of the entity implementing a strategy listed in Exhibit A or Exhibit B of the MOA.)

Learn more about this report in Part 5 of the FAQ about the NC MOA (found at the NC MOA Resource Center) or in the MOA itself (section F.6 and Exhibit E).

For questions about this form, please contact opioidsettlement@unc.edu. For legal questions about the opioid settlements or MOA, please contact opioidsettlement@ncdoj.gov. For technical assistance planning, implementing, or evaluating strategies to address the opioid overdose epidemic, contact opioidsettlement@ncacc.org.

place_name_longer. Select your county/municipality. If your county/municipality is not listed, you must use the other reporting portal found here.
- Rowan County

fiscal_year. Select the relevant fiscal year for this report.
- Fiscal Year 2022-2023

Please provide the following contact information so that we may get in touch with you about your report.

contact_name. Enter your name.
Hayley Edwards

contact_title. Enter your title.
Substance Use and Mental Health Program Manager

contact_org. Enter your organization.
Rowan County Public Health

contact_email. Enter your email address.
hayley.edwards@rowancountync.gov

By submitting this Annual Financial Report, you attest that you are authorized by your local government to provide this information to CORE-NC.

Please answer the following questions about Rowan County's financial information. All answers should be given in exact dollars and cents.

The following questions are NOT particular to any strategy. The questions apply to <u>total spending.</u>

revenue_fund_beg_fy. Q1. Provide the amount of Opioid Settlement Funds in your special revenue fund at the beginning of the 2022-2023 fiscal year (July 1, 2022). This answer should be given in exact dollars and cents.
577799.62

funds_received. Q2. Provide the total amount of Opioid Settlement Funds received during the 2022-2023 fiscal year. This answer should be given in exact dollars and cents.
1273239.83

interest_earned. Q3. Provide the amount of interest or investment gains realized during the 2022-2023 fiscal year and allocated to the special revenue fund. If no interest or investment gains were realized during the fiscal year, please enter zero. This answer should be given in exact dollars and cents.
56842.84

investment_loss. Q4. Provide the amount of investment losses realized during the 2022-2023 fiscal year and allocated to the special revenue fund. If no investment losses were realized during the fiscal year, please enter zero. This answer should be given in exact dollars and cents.
0

funds_applied. Q5. Provide the total amount of Opioid Settlement Funds disbursed during the 2022-2023 fiscal year, net of any reimbursements. Please do NOT include in this amount obligations that have not yet been disbursed or audit costs covered in Question 6 below. This answer should be given in exact dollars and cents.
179207.39

audit_costs. Q6. Provide the amount of Opioid Settlement Funds disbursed during the 2022-2023 fiscal year to cover audit costs (as provided in MOA section F.3). This answer should be given in exact dollars and cents.
0.00

revenue_fund_end_fy. Q7. Provide the amount of Opioid Settlement Funds in your special revenue fund at the end of the 2022-2023 fiscal year (June 30, 2023). This answer should be given in exact dollars and cents.

This number should equal:
Question 1 amount
+ Question 2 amount
+ Question 3 amount
- Question 4 amount
- Question 5 amount
- Question 6 amount
1728674.90

fund_anything. Did Rowan County disburse any funds during the 2022-2023 fiscal year?
- Yes

Next, we will ask you about any funds disbursed during 2022-2023 **by strategy**.

To begin, please complete the following questions for the **FIRST strategy** funded. **If Rowan County has funded more than one strategy this fiscal year, you will have the opportunity to answer these questions again for the other strategy(s).**

1_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?
- Yes

1_exhibitA_strategy. Select the Exhibit A funded strategy.
- 1. Collaborative strategic planning

1_strat_funds_applied. State the total amount of funds disbursed to this strategy in exact dollars and cents. Please prorate any permissible common costs among all funded strategies.
20399.30

1_more_strategy. Did Rowan County fund another strategy in FY 22-23?
- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 2022-2023.

2_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?
- Yes

2_exhibitA_strategy. Select the Exhibit A funded strategy.
- 3. Recovery support services

2_strat_funds_applied. State the total amount of funds disbursed to this strategy in exact dollars and cents. Please prorate any permissible common costs among all funded strategies.
21006.65

2_more_strategy. Did Rowan County fund another strategy in FY 22-23?
- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 2022-2023.

3_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?
- Yes

3_exhibitA_strategy. Select the Exhibit A funded strategy.
- 7. Naloxone distribution

3_strat_funds_applied. State the total amount of funds disbursed to this strategy in exact dollars and cents. Please prorate any permissible common costs among all funded strategies.
42006.37

3_more_strategy. Did Rowan County fund another strategy in FY 22-23?
- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 2022-2023.

4_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?
- Yes

4_exhibitA_strategy. Select the Exhibit A funded strategy.
- 8. Post-overdose response team

4_strat_funds_applied. State the total amount of funds disbursed to this strategy in exact dollars and cents. Please prorate any permissible common costs among all funded strategies.
75180.71

4_more_strategy. Did Rowan County fund another strategy in FY 22-23?
- Yes

Please complete the following questions for the **NEXT** strategy funded in FY 2022-2023.

5_exhibitA_yn. Is the funded strategy an Exhibit A strategy listed in the MOA?
- Yes

5_exhibitA_strategy. Select the Exhibit A funded strategy.
- 9. Syringe Exchange Program

5_strat_funds_applied. State the total amount of funds disbursed to this strategy in exact dollars and cents. Please prorate any permissible common costs among all funded strategies.
20614.36

5_more_strategy. Did Rowan County fund another strategy in FY 22-23?
- No

subrecipients_yn. For the following question, a sub-recipient for whom reporting is required is an entity receiving Opioid Settlement Funds from the Local Government for the purpose of the entity implementing a strategy listed in Exhibit A or Exhibit B to this MOA.

Did any sub-recipient (as above) receive a disbursement of settlement funds equal to or greater than either (a) $50,000 or (b) 10% or more of the total amount of opioid settlement funding that Rowan County disbursed during 2022-2023?
- No

submission_notes. Please use this space to share any relevant notes, clarifications, context, or corrections regarding your submission. If none, please enter N/A.
N/A

Embedded Data:

EndLoop	2

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: 10/2/2023
SUBJECT: Axon - Video/Audio Recording equipment for RCSO interview Rooms

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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

On October 18, 2021 the BOC approved the Sole-Source for the Rowan County Sheriff's Office to utilize Axon Enterprise, Inc for body cameras and the corresponding digital evidence software. The Sheriff's Office is requesting a Sole-Source under standardization and compatibility as overriding consideration to upgrade the Video/Audio Recording equipment in the RCSO interview rooms. The new system will be a self-contained system/service that utilizes the same digital evidence software. Not to exceed $78,883.20 for the five (5) year contract.

Date	Subtotal	Tax	Total
Aug 2023	$14,198.98	$742.93	$14,941.91
Aug 2024	$14,987.81	$784.21	$15,772.02
Aug 2025	$15,776.64	$825.47	$16,602.11
Aug 2026	$16,565.47	$866.75	$17,432.22
Aug 2027	$17,354.30	$908.01	$18,262.31
Total	**$78,883.20**	**$4,127.37**	**$83,010.57**

Attached are the sole-source letter, quote and contract from Axon Enterprise, Inc.

Recommendation:
Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with Axon Enterprises Inc. Not to exceed $78,883.20 for the life of the five (5) year contract.

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

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8/2/2023

To: ***IMPORTANT! type agency here***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs

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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   TASER 10 Models: 100390, 100391
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to

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function in the probe deployment mode)
- Standoff cartridge, 3.5 degrees, Model 22175
- Close Quarter cartridge, 12 degrees, Model 22176
- Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
- Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
- Inert cartridge, 3.5 degrees, Model 22179
- Inert cartridge, 12 degrees, Model 22181

4. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395
   - TASER 10 inert training magazine (red), item number 100396

5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
   - TASER 10 live cartridge, item number 100399
   - TASER 10 HALT cartridge, item number 10400
   - TASER 10 inert cartridge, item number 100401

6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

8. Battery Packs for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

10. Battery Packs for X26P and X2 Energy Weapons:
    - Performance Power Magazine (PPM) Model: 22010

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- Tactical Performance Power Magazine (TPPM) Model: 22012
- Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
- eXtended Performance Power Magazine (XPPM) Model: 11010
- eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
- Axon Signal Performance Power Magazine (SPPM) Model: 70116

11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
      TASER Weapons Dock Single Bay Dataport: 74208

12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

14. Energy Weapon Holsters:
    - Right-hand TASER 10 holster by Safariland Model: 100611
    - Left-hand TASER 10 holster by Safariland Model: 100613
    - Right-hand TASER 10 holster by Blade-Tech Model: 100614
    - Left-hand TASER 10 holster by Blade-Tech Model: 100615
    - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
    - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
    - Ambidextrous TASER 10 holster by So-Tech Model: 100621
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

15. Enhanced HALT Suit Model: 100623

16. TASER Simulation Suit II Model 44550

17. TASER 7 conductive target Model: 80087

18. Blue X26P Demonstrator/LASER Pointer Model: 11023

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Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

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Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational

awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)
- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor
- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution
- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period

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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States

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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform

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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without

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creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe
- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:
- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,

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troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash

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- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

AXON

Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200

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2. Axon Body 3 Camera Model: 73202

3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529

4. Axon Flex 2 Controller Model: 11532

5. Axon Flex 2 USB Sync Cable Model: 11534

6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555

8. Universal Helmet Mount Model: 11548

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Body 2 Camera Model: 74001

11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men’s, Axon RapidLock Model: 74018
    - Z-Bracket, Women’s Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

13. Axon Signal Unit Model: 70112

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14. Axon Dock Models:
    - Axon Body 3 Dock – 8-Bay Model AX1026
    - Axon Body 3 Dock – 1-Bay Model AX1027
    - Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

AXON

Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202

2. Axon Flex 2 Cameras:
    - Axon Flex 2 Camera (online) Model: 11528
    - Axon Flex 2 Camera (offline) Model: 11529

3. Axon Flex 2 Controller Model: 11532

4. Axon Flex 2 USB Sync Cable Model: 11534

5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

6. Axon Flex 2 Camera Mounts:
    - Oakley Flak Jacket Kit Model: 11544
    - Collar Mount Model: 11545
    - Oakley Clip Model: 11554
    - Epaulette Mount Model: 11546
    - Ballcap Mount Model: 11547
    - Ballistic Vest Mount Model: 11555
    - Universal Helmet Mount Model: 11548

7. Axon Body 2 Camera Model: 74001

8. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054

9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men’s, Axon RapidLock Model: 74018

- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

11. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
    - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
    - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
    - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041

2. TASER 7 Dock and Core Warranty Model: 20042

3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10

[1] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

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SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

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Quote Expiration: 10/31/2023

Estimated Contract Start Date: 12/15/2023

Account Number: 110527
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-232 N Main St 232 N Main St Salisbury, NC 28144-4343 USA	Rowan County Sheriff's Office - NC 232 N Main St Salisbury NC 28144-4343 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrea Swann Phone: Email: aswann@axon.com Fax:	David Earnhardt Phone: 704.216.8741 Email: david.earnhardt2@rowancountync.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$78,883.20
ESTIMATED TOTAL W/ TAX	$82,995.91

Discount Summary

Average Savings Per Year	$3,549.60
TOTAL SAVINGS	$17,748.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$14,198.98	$740.29	$14,939.27
Nov 2024	$14,987.81	$781.42	$15,769.23
Nov 2025	$15,776.64	$822.55	$16,599.19
Nov 2026	$16,565.47	$863.68	$17,429.15
Nov 2027	$17,354.30	$904.77	$18,259.07
Total	**$78,883.20**	**$4,112.71**	**$82,995.91**

Quote Unbundled Price:	**$96,631.20**
Quote List Price:	**$90,669.60**
Quote Subtotal:	**$78,883.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Standard	4	60	$402.63	$377.79	$328.68	$78,883.20	$4,112.71	$82,995.91
Total							**$78,883.20**	**$4,112.71**	**$82,995.91**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Standard	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	11/15/2023
Interview Room 1 Camera Standard	50221	INTERVIEW - SWITCH - 24 PORT POE	1	11/15/2023
Interview Room 1 Camera Standard	50294	INTERVIEW - SERVER - LITE	2	11/15/2023
Interview Room 1 Camera Standard	50298	INTERVIEW - CAMERA - OVERT DOME	4	11/15/2023
Interview Room 1 Camera Standard	50322	INTERVIEW - TOUCH PANEL PRO	4	11/15/2023
Interview Room 1 Camera Standard	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	4	11/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	12/15/2023	12/14/2028
Interview Room 1 Camera Standard	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	12/15/2023	12/14/2028
Interview Room 1 Camera Standard	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	12/15/2023	12/14/2028
Interview Room 1 Camera Standard	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	12/15/2023	12/14/2028
Interview Room 1 Camera Standard	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	12/15/2023	12/14/2028
Interview Room 1 Camera Standard	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Standard	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50448	EXT WARRANTY, INTERVIEW ROOM	4	11/15/2024	12/14/2028

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	IR1CA	Interview Room 1 Camera Standard	4	$14,198.98	$740.29	$14,939.27
Total				**$14,198.98**	**$740.29**	**$14,939.27**

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	IR1CA	Interview Room 1 Camera Standard	4	$14,987.81	$781.42	$15,769.23
Total				**$14,987.81**	**$781.42**	**$15,769.23**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	IR1CA	Interview Room 1 Camera Standard	4	$15,776.64	$822.55	$16,599.19
Total				**$15,776.64**	**$822.55**	**$16,599.19**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	IR1CA	Interview Room 1 Camera Standard	4	$16,565.47	$863.68	$17,429.15
Total				**$16,565.47**	**$863.68**	**$17,429.15**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	IR1CA	Interview Room 1 Camera Standard	4	$17,354.30	$904.77	$18,259.07
Total				**$17,354.30**	**$904.77**	**$18,259.07**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/20/2023



STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR ROWAN COUNTY SHERIFF'S OFFICE - NC ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street

1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Rowan County Sheriff's Office - NC who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency

1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- Changes made by Agency or Agency's vendors

2. PROFESSIONAL SERVICES:

2.1 GENERAL

- Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 HQ

- Axon will supply 2 Servers.
  - If agency grants access, Axon will unbox and rack servers.
  - Agency will ensure servers are powered on with Windows installed prior to Install date.
  - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
  - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- Axon will supply 1 network switches.
- Axon Professional Services will provide network cabling.
- Agency will configure all network equipment.
- Agency will prepare all rooms prior to installation.
  - Removing all evidence from room.
  - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- Axon will mount/place Touch Panels Wall mounted outside each room
- **Interview Room 1**

- Axis P3245-LV Overt Dome Camera

Interview Room 2

- Axis P3245-LV Overt Dome Camera

Interview Room 3

- Axis P3245-LV Overt Dome Camera

Interview Room 4

- Axis P3245-LV Overt Dome Camera

2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays or major events that may impact the Project.
- Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- Technical Systems Requirements

5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.

6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

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, Melissa Oleen, Library Director
DATE: 10/2/2023
SUBJECT: Sole-Source Library Corp - 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

This is a software and license subscription to The Library Corporation for the Library system software LS2. Attached is a copy of the original contract and the FY24 Invoice not to exceed $37,012 plus tax.

Recommendation:
Board of Commissioners to approve the sole-source and authorize the Finance Director to approve the contract change order with The Library Corporation for FY24; not to exceed $37,012.

ATTACHMENTS:
1. Original Contract
2. FY24 Invoice

Contract # 23169

ROWAN COUNTY CONTRACT MEMORANDUM

TO: **Aaron Church, Rowan County Manager**

FROM: Melissa J. Oleen

DEPT: Library

DATE: 08/15/2022

SUBJECT: The Library Corporation (TLC)

PURPOSE OF CONTRACT:

Annual contract with The Library Corporation (TLC) for provision and maintenance of the library's integrated library system including licensing and software support, OPAC, LS2, OSA, ITS marc, AV Access, enhanced content renewal, SIP communications, and customer support services and training.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

1. Read and understand the terms of the contract.

2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.

3. I have secured and attached in MUNIS the Certificate of Insurance.

Melissa J. Oleen (Aug 15, 2022 11:44 EDT) 08/15/2022

Signature of Director **DATE**

ROWAN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **The Library Corporation** ("Provider").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: Annette H. Murphy

Title: CEO/President

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.
L.S. Site License Support, L.S. Software License Support, Library.Soluntion Software, Online Selections Acquisitions, Enhances Content Renewal, SIP Communications Software, AV Access on Its.Marc, Its.Marc.

B. Term of the Agreement. ~~ARB~~ AB
07/01/2022-06/30/~~2022~~XXX 2023

C. Payment to the Provider.
$36,997.39 (sales tax included) Net 30

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

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

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of $500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.

E. Contact Information.

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

The Library Corporation
P. O. Box 1610
Inwood, WV 25428
800-624-0559

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

Date: 09/08/2022

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

Anna R Bumgarner

(Signature of County Finance Officer)

THE PROVIDER

BY: _____

Name: Annette H. Murphy

Title: CEO/President

Workflow Acknowledgment

Purchasing Director

BOC Approval: BOC 9/6/22 as sole-source

Insurance: requested from department

Comment: COI received and uploaded in Munis

Anna Bumgarner (AB)
E-signed 2022-09-08 08:31AM EDT
anna.bumgarner@rowancountync.gov
Rowan County, NC Information Systems

CIO:

CIO Comment:

Randy Cress
E-signed 2022-08-19 09:02AM EDT
randy.cress@rowancountync.gov
Rowan County, NC Information Systems, Assistant County Manager /

County Attorney:

Jay Dees (Aug 20, 2022 09:49 EDT)

Legal Comment:

Jay Dees
E-signed 2022-08-20 09:49AM EDT
jay.dees@rowancountync.gov

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

To:

From: Melissa J. Oleen, Library Director

Date: 09/11/2023

Subject: Change Order Contract

Department Comments:
Annual invoice for 12-month subscription to The Library Corporation integrated library system software LS2 including site licenses, SIP software, OPAC enrichment, ITS.MARC, and AV ACCESS.

BOC Approved Sole Source for The Library Corporation on November 7, 2022, Consent Agenda Item P.

Vendor #: 1233

Contract #: 23169
Start Date: 07/01/2023 End Date: 06/30/2024
Auto Renew: _____

BA Completed: (Y/N)_____ Date Requested: _____
Board Approved: (Y/N) _____ Date: _____

FY Breakout by Account:

Account	FY23	FY24	FY25	FY26
1156110-534030	$25,633	$26,915		
1156110-564040	$ 4,318	$ 5,240		
1156110-533006	$ 4,626	$4,857		

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.

_____ _____

THE LIBRARY CORPORATION

Invoice

P.O. Box 1610
Inwood, WV 25428
USA
Phone: (800) 624-0559
Fax: (304) 229-0295

Date	Page
Aug 28, 2023	1
Invoice Number	
2023060022	

Territory 21

Fed.Tax # 52-1043428

Sold To:
Brooke Taylor

Rowan Public Library
201 West Fisher Street
Salisbury,.NC 28144

Ship To:

Rowan Public Library
201 West Fisher Street
Salisbury, NC 28144

Customer No.	Order Number	PO Number	Order Date	Ship Via	Terms
9077	2023060022	RENEWAL	Aug 28, 2023	SH0000	NET

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
1	0	1	00-147	LS SOFTWARE (JUL23-JUN24)	26,181.00	EACH	26,181.00
1	0	1	00-146	LS SITE LICENSE (JUL23-JUN24)	445.00	EACH	445.00
4	0	4	00-148	LS LICENSE (JUL23-JUN24)	223.00	EACH	892.00
1	0	1	00-173	SIP COMMUNICATIONS (JUL23-JUN24)	734.00	EACH	734.00
1	0	1	00-195	LS OSA (JUL23-JUN24)	1,196.00	EACH	1,196.00
1	0	1	00-039	OPAC ENRICHMENT (JUL23-JUN24)	3,903.00	EACH	3,903.00
1	0	1	00-215	LS2 ITS MARC (JUL23-JUN24)	2,290.00	EA	2,290.00
1	0	1	00-087	LS2 AV ACCESS (JUL23-JUN24)	1,371.00	EACH	1,371.00

Comments:

PLEASE BE ADVISED A 3% CONVENIENCE FEE WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS

Total sales tax	**2,590.84**
Total order USD	**39,602.84**

THE LIBRARY CORPORATION

Invoice

P.O. Box 1610
Inwood, WV 25428
USA
Phone: (800) 624-0559
Fax: (304) 229-0295

Date	Page
Aug 28, 2023	1
Invoice Number	
2023060022	

Territory 21

Fed.Tax # 52-1043428

Sold To:
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1	0	1	00-087	LS2 AV ACCESS (JUL23-JUN24)	1,371.00	EACH	1,371.00

534030 = 26,181.00 + 734.00 = 26,915.00

564040 = 445.00 + 892.00 + 3903.00 = 5,240.00

533006 = 1196.00 + 2290.00 + 1371.00 = 4857.00

Comments:

PLEASE BE ADVISED A 3% CONVENIENCE FEE WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS

Total sales tax	**2,590.84**
Total order USD	**39,602.84**

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: 10/2/2023
SUBJECT: Approve REI Proposal for Contract Documents & Construction Administration - Rowan County Agricultural Center Roof Replacement

---

Rowan County has a current master agreement with REI Engineers. The Board of Commissioners originally approved the master service agreement on May 1, 2023, Agenda Item D.

Rowan County Facilities has requested a cost proposal from REI, and would like to engage in a task order for services for the Rowan County Agricultural Center roof replacement.

Based on the anticipated scope of work for this project, the opinion of probable proposed engineering fees are:
Engineering Fees:
Contract Documents $25,800.00
Construction Administration $17,900.00
Subtotal $43,700.00

The County budgeted funds for this project.

Attached is the proposal from REI Engineers.

Recommendation:
Board of Commissioners to authorize the County Manager to enter into an agreement with REI Engineers to provide engineering services for the roof replacement at the Rowan County Agricultural Center for an amount not to exceed $43,700.00.

ATTACHMENTS:
1. Proposal

ENGINEERS

September 5, 2023

Rowan County
130 West Innes Street
Salisbury, NC 28144

Attention: Don Bringle
Director

Reference: Proposal for Contract Documents (CD) and Construction Administration (CA) – REV1
Rowan County Agricultural Center Roof Replacement
REI Proposal No. P23CLT-042

Dear Mr. Bringle:

In response to our recent discussions, we are pleased to submit this proposal for your consideration. The roof areas outlined in this proposal include metal panel roof areas (totaling approximately 18,800 square feet) of the facility located at 2727 Old Concord Rd, Salisbury, NC 28146.

The following is an outline of the proposed services for Contract Documents (CD) and Construction Administration (CA):

I. CONTRACT DOCUMENTS

A. Conduct the site visit(s) to develop detailed Contract Documents for the subject building.

B. Extract roof samples to identify roof system composition and condition. Submit samples for testing to determine the presence or absence of asbestos containing materials on each bituminous roof area. Cored locations to be repaired with compatible materials.

C. Perform the following engineering design calculations for all roof areas which will be sealed by a Licensed Engineer:

1. Determine design wind loads in accordance with ASCE 7 as required by the current edition of the State Building Code.
2. Primary and secondary (overflow) drainage for compliance with the current edition of the State Plumbing Code.
3. Existing and proposed roof system R-Value for compliance with the current edition of the State Energy Conservation Code.
4. Estimate existing and proposed roof system dead load unit weights to determine load change and the need for a structural analysis. If a structural analysis is required, REI will coordinate applicable work with a licensed Structural Engineer. The cost for the structural analysis (if necessary) is not included in this proposal.

D. Prepare comprehensive scaled drawings for conditions present to ensure competitive bids are received. All plans and details to be developed on Computer Aided Drafting (AutoCAD).

E. Prepare technical specifications for the project.

F. Issue preliminary Contract Documents for Owner/ review. Upon acceptance, final Contract Documents will be prepared and submitted.

G. Provide advertisement for bids to Owner for use in advertising in accordance with applicable laws and/or submit names of three or more qualified Contractors to bid the Contract Documents.

H. Hold one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.

I. Bids shall be analyzed and a recommendation made based on low bid, alternates, contractor's past performance and Owner's budget restrictions. Submit a certified Bid Tabulation and recommendation for award.

II. CONSTRUCTION ADMINISTRATION

A. Complete Owner's recommended Form of Agreement between Owner and Contractor and submit to Owner and Contractor for acceptance.

B. Issue "Notice to Proceed" with Date of Commencement and construction period established.

C. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to contractor as required until compliance with specifications is realized.

D. Hold a pre-construction meeting with the successful contractor to ensure a clear understanding of the plans and specifications.

E. Perform quality assurance site visit once every five working days, Monday through Friday, to verify work is in compliance with the Contract Documents. Photographs will be taken as deemed necessary for documentation. REI cannot comment on work that takes place and covered while REI is not onsite.

F. Prepare and submit reports from each quality assurance site visit relaying information pertaining to weather, area worked, application methods, material types installed during the site visit, and listing of non-conforming items requiring Contractor's correction.

G. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.

H. Route any change orders developed to address changes to the contract requirements.

I. Upon notification by the contractor that the job is substantially complete, a substantial completion inspection will be conducted with REI, Owner, Contractor and Manufacturer personnel. A punch list will be prepared to list any minor items that require further treatment.

J. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. A final inspection report will be

submitted upon verifying completion or if necessary, an additional punch list will be prepared.

K. Upon completion of work, verify compliance of warranties and forward to Owner with close out documents and final billing.

L. Conduct a 2-year Contractor Warranty Inspection before the warranty expires to address warranty issues with the Contractor and Manufacturer.

III. PROPOSED SCOPE OF WORK

A. Remove existing metal panel roof system down to the existing structural deck and provide new metal panel roof system along with sheet metal flashing and accessories to provide a complete, watertight, 20-year warrantable roof assembly. Roof system selected will be submitted to Owner for approval.

IV. OPINION OF PROBABLE CONSTRUCTION COST/ENGINEERING FEES

A. Based on the anticipated scope of work for this project, the opinion of probable construction costs and proposed engineering fees are:

Estimated Construction Cost	$376,000.00
Contingency Allowance	$20,000.00
Estimated Construction Cost Subtotal	$396,000.00

Engineering Fees:

Contract Documents	**$25,800.00**
Construction Administration	**$17,900.00**
Subtotal	**$43,700.00**

Total Project Estimate	$439,700.00

V. ADDITIONAL SERVICES

A. Items not contained in the Scope of Services or outlined herein will be deemed as additional services. Additional services will be provided upon prior approval by Client in accordance with our standard fee schedule (attached to this proposal).

VI. PROJECT SCHEDULE

A. Preliminary Contract Documents shall be completed within 60 days of Notice to Proceed. Final Contract Documents shall be completed and sealed within 15 days of receipt of comments.

B. Construction Administration shall be performed during the estimated construction duration and the project closeout process. This work is expected to take 60 calendar days.

If this proposal meets with your approval, please sign the attached agreement and return it to us. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Respectfully submitted,

REI Engineers



Paul Whitley, RRO, CDT
Project Manager



David Honeycutt, RBEC, RRC, RWC, REWC, RRO
Branch Manager

Enc: Terms and Conditions to Agreement for Engineering and Consulting Services
Agreement for Engineering and Consulting Services
REI Engineers Standard Fee Schedule

AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT is by and between **Rowan County, 130 West Innes Street, Salisbury, NC 28144** hereinafter called CLIENT and REI Engineers, 1927 JN Pease Place, Suite 201, Charlotte, NC 28262, hereinafter called REI, who agrees as follows:

1. **DECLARATIONS**: CLIENT desires to engage REI to provide Engineering and related technical services and other services in connection with CLIENT'S project (**"THE PROJECT"**) described as follows:

   Rowan County Agricultural Center

2. **SCOPE OF WORK:** REI shall provide Engineering and related technical services for THE PROJECT in accordance with the accompanying proposal.

   REI Proposal P23CLT-042 dated September 5, 2023

If this agreement is not returned subsequent to a verbal approval or the receipt of your purchase order within 10 days, we will assume that the agreement has been accepted and is in force unless REI is otherwise notified in writing.

Executed this ___ day of _____, 20____ by _____

Print Name and Title

_____

Signature

Executed this 5th day of September, 2023. By 

David Honeycutt, RBEC, RRC, RWC, REWC, RRO

Branch Manager

TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

ARTICLE 1. SERVICES: REI will:

1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar location to THE PROJECT.

1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT and accepted by REI.

1.4 Maintain ownership of all instruments of service. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law. REI grants to CLIENT a non-transferable, irrevocable and perpetual royalty-free license to retain and use such instruments of service for any purpose in connection with the PROJECT specified in the Proposal, upon full payment by CLIENT for REI's services. CLIENT may also use such instruments of service for other purposes only with REI's written consent. Re-use of any such instruments of service by CLIENT on any extension of the PROJECT or on any other project without the written authorization of REI shall be at CLIENT's sole risk and CLIENT shall indemnify, defend and save REI and its employees, officers and directors harmless from and against any loss, cost or expense suffered as a result of, or arising out of, or in connection with such re-use.

1.5 Retain samples for a period of 30 days following completion of the PROJECT, unless requested otherwise, after which samples will be discarded.

1.6 Retain all pertinent records relating to the services performed for a period of three years following completion of the PROJECT, during which period the records will be made available to CLIENT at all reasonable times.

ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:

2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE PROJECT.

2.2 REI shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to REI such information as is available to the CLIENT and the CLIENT's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the CLIENT to REI.

2.3 Furnish right of entry onto The PROJECT site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for The PROJECT.

2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

ARTICLE 3. GENERAL CONDITIONS:

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The PROJECT customarily vested in The PROJECT architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts of omissions of any party or parties involved in the design of The PROJECT or the failure of any contractor or subcontractor to construct any item on THE PROJECT in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the project, the CLIENT waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

ARTICLE 4. INSURANCE:
4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.
4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to The PROJECT. CLIENT agrees, therefore, to include, or cause to be included in The PROJECT'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE PROJECT contractor as CLIENT deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with PROJECT requirements.

ARTICLE 5. CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY:
5.1 Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law: (i) REI shall not be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages of CLIENT, or damages of CLIENT arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and CLIENT hereby releases REI from any such liability; and (ii) in no event shall the cumulative aggregate liability of REI, or its employees, officers or directors, to CLIENT resulting from, arising out of or in connection with the performance or nonperformance of the services or other obligations under this Agreement, exceed the lesser of (i) the total compensation paid to REI pursuant to this Agreement, or (ii) $10,000.00, regardless of the legal theory under which such liability is imposed. The remedies stated in this Agreement are CLIENT's sole and exclusive remedies for any failure by REI to comply with obligations to CLIENT.
ARTICLE 6. PAYMENT:
6.1 CLIENT will pay REI for services and expenses in accordance with REI's proposal. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.
6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.
6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

ARTICLE 7. EXTENT OF AGREEMENT:
The Agreement, including the proposal and these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI. The parties to this Agreement may from time to time by mutual agreement seek to modify, extend or enlarge the services described in the Proposal. In the event the parties agree to a change to add additional services, or to make other modifications to the services, REI's compensation, the schedule and any other relevant terms and conditions of the Proposal shall be equitably adjusted prior to performance of such services.

ARTICLE 8. MEDIATION:
8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

ARTICLE 9. CERTIFICATE OF MERIT:
The CLIENT shall make no claim for professional negligence, either directly or by way of a cross complaint against REI unless the CLIENT has first provided REI with a written certification executed by an independent consultant currently practicing in the same discipline as REI and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to REI not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

ARTICLE 10, BIOLOGICAL GROWTH:
CLIENT releases REI from any and all claims CLIENT and CLIENT's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in CLIENT's Building.

REI ENGINEERS

STANDARD FEE SCHEDULE

A. STANDARD UNIT RATES FOR PROFESSIONAL SERVICES*

1.	Principal	$325.00/hr.
2.	Sr. Licensed Professional (PE, AIA) / Branch Manager	$215.00/hr.
3.	Sr. Registered Professional (RBEC, RRC, RWC, REWC)	$185.00/hr.
4.	Licensed Professional (PE, AIA)	$175.00/hr.
5.	Registered Professional (RBEC, RRC, RWC, REWC)	$165.00/hr.
6.	Sr. Project Manager	$155.00/hr.
7.	Project Manager	$125.00/hr.
8.	Construction Administration Manager	$115.00/hr.
9.	Sr. Technician	$105.00/hr.
10.	Technician	$85.00/hr.
11.	Draftsman (includes AutoCAD time)	$85.00/hr.
12.	Clerical	$80.00/hr.

B. MISCELLANEOUS CHARGES

1.	Mileage	$0.65/mile
2.	Expenses	Cost x 1.15

C. FIELD TESTING

1. Shall be as quoted on a per project basis.

*Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time. Minimum personnel charge for site visits is four hours excluding travel time.

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, Allen Cress, Emergency Services Chief
DATE: 10/2/2023
SUBJECT: Sole-Source Carolina Recording Systems, LLC - 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 Telecommunications uses Carolina Recording Systems, LLC for recording services of calls at the 911 center. This agreement is to provide annual maintenance on this essential equipment. Annual Maintenance for FY24 not exceed $40,170.00.

Recommendation:
Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with Carolina Recording Systems, LLC for FY24 not exceed $40,170.00.

ATTACHMENTS:
1. Invoice

Carolina Recording Systems, LLC

PO Box 11311
Charlotte, NC 28220
704-799-1070
accounting@crsnc.com
www.crsnc.com

INVOICE

BILL TO
Rowan County E-911
Attn: Allen Cress
1090 Corporate Center Drive
Salisbury, NC 28146

INVOICE	291942
DATE	07/05/2023
TERMS	Net 30
DUE DATE	08/04/2023

MAINTENANCE CYCLE
JUL 1 2023 thru JUN 30 2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Maintenance	Annual Maintenance	1	40,170.00	40,170.00T
NexLog	88-Channel Communications Recording System (S/N: 840000141)	1	0.00	0.00
NexLog740DX	NexLog 740 DX Recording System (S/N: 745102158)	1	0.00	0.00

SUBTOTAL	40,170.00
TAX (7%)	2,811.90
TOTAL	42,981.90
BALANCE DUE	**$42,981.90**

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, Allen Cress, Emergency Services Chief
DATE: 10/2/2023
SUBJECT: Sole-Source EMS Technology Solutions LLC - 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 Telecommunications EMS uses EMS Technology Solutions, LLC for annual inventory and asset management. This agreement is to provide an annual service on essential equipment. Annual maintenance will not exceed $8,280.00.

Recommendation:
Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with EMS Technology Solutions, LLC for FY24; not to exceed $8,280.00

ATTACHMENTS:
1. Invoice

EMS Technology Solutions LLC
3781 TRAMORE POINTE PKWY
AUSTELL, GA 30106
877-217-3707

INVOICE

OPERATIVE IQ
EMS TECHNOLOGY SOLUTIONS, LLC

Invoice #:	54283
Invoice Date:	08/28/23
Amount Due:	$8,280.00

ROWAN COUNTY EMS
2727 OLD CONCORD RD.
STE. E
SALISBURY, NC 28146
UNITED STATES

ROWAN COUNTY EMS
2727 OLD CONCORD RD. STE. E
SALISBURY, NC 28146

Due Date	Terms	Sales Rep
10/12/23	NET 45	BARRY

Item	Description	Quantity	Price	Amount
IQ10018	ANNUAL INVENTORY & ASSET MANAGEMENT LICENSE	14	$360.00	$5,040.00
IQ10092	ANNUAL NARCOTICS TRACKING LICENSE (SINGLE SAFE)	1	$3,000.00	$3,000.00
IQ10102	ANNUAL NARCOTICS TRACKING LICENSE (ADDITIONAL SAFE)	2	$120.00	$240.00
	SERVICE DATE AUGUST 28 - AUGUST 27			

Subtotal:	$8,280.00
Sales Tax:	$0.00
Total:	$8,280.00
Payments:	$0.00
Amount Due:	$8,280.00

Please note our address has changed to 3781 Tramore Pointe Pkwy, Austell GA 30106.

Updated Purchase Orders can be sent to accounting@operativeiq.com.

Call us at 877-217-3707 ext 111 for questions regarding this invoice.

Automatically pay invoices by ACH or Credit Card by setting up a Bill.com account.

To pay online, go to https://app01.us.bill.com/p/operativeiq

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: 10/2/2023
SUBJECT: Consider Approval of the Minutes

Please consider approval of the minutes from the 9/18/23 regular meeting.

ATTACHMENTS:
1. 09/18/23 draft minutes

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
September 18, 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

ABSENT:
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.

DRAFT

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 two additions to the agenda:
- Set a Public Hearing for Beacon Partner's offer to purchase land in the Summit Corporate Center based on consideration of conveyance according to NCGS 158-7.1(d) which eliminates the upset bid process and allows for private negotiation (Consent Item P)
- Revised sign-on bonuses for CPS Social Workers (Consent Item Q)

On motion of Edds, seconded by Klusman, the Board voted 4-0 to add the two items to the agenda.

Consider Deletions From the Agenda
There were no deletions from the agenda.

Consider Approval of the Agenda
On motion of Klusman, seconded by Pierce, the Board voted 4-0 to approve the agenda as amended.

Consider Approval of the Consent Agenda

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

A. *Award Rowan Transit System New Office Building - Randolph & Son Builder's Inc.*
B. *Award Contract for 2024-001 Land Use Plan - Benchmark*
C. *Specialized Aviation Service Provider Lease (SASO) for WEL Aviation*
D. *Z 06-23: Schedule Legislative Hearing for October 2, 2023 for GQ ETJ Recension*
E. *Consider Approval of the Minutes*
F. *Budget Amendments, as follows:*

DSS	To budget for Low Income Water Assistance funding and payments	$74,825
Health	To balance FY24 Healthy Rowan Grant Budget	$476
DSS	To budget for CCU/MA Expansion Funds	$119,010
Finance	To recognize FY23 reserved funds for Sheriff's Office	$32,095
Planning	Transfer funds for Land Use Plan Project - Consent Agenda 1.C	$30,000
Sheriff	To budget for court seizure equipment	$4,000
Finance	To appropriate funds to cover Rowan Transit Relocation - Consent Agenda 1.B	$1,117,900
Airport	To appropriate funds for generator project	$50,350
Sheriff	To recognize FY23 reserved funds for Sheriff's Office	$362,030

G. *Tax Refunds for Approval*
H. *Schedule Legislative Hearing for Z 07-23: Steven Graham, for October 2, 2023*
I. *Schedule Legislative Hearing for ZTA 03-23: Satellite Earth Station, for October 16, 2023*
J. *Schedule Legislative Hearing to consider changes to Chapter 18 of the Rowan County Code of Ordinances pertaining to Soil Erosion and Sedimentation Control for October 2, 2023.*
K. *Grant Agreement: Rowan County Health Department requests approval to accept funds for CDC-RFA-DP23-0014: Racial and Ethnic Approaches to Community Health (REACH) from Cabarrus Health Alliance*
L. *GRANT LOI: Request approval to submit LOI to apply for BRIC funding through NCDPS for High Rock Lake Study*
M. *Approval of Purchase - NCDOT IMD Vehicle Order (11-Raised Roof with Wheelchair Lift) - Rowan Transit System*
N. *Appoint Rebecca Saleeby as Deputy Clerk to the Board of Commissioners*
O. *GRANT AGREEMENT: Airport (RUQ) requests approval to approve "Taxiway Rehab" Funding from NCDOT Div. of Aviation*
P. *Set a Public Hearing for Beacon Partner's offer to purchase land in the Summit Corporate Center based on consideration of conveyance according to NCGS 158-7.1(d) which eliminates the upset bid process and allows for private negotiation (Agenda Addition)*
Q. *Revised sign-on bonuses for CPS Social Workers (Agenda Addition)*

Public Comment

DRAFT

Chairman Edds opened the floor for public comment and closed it after all those who wished to speak had done so.

Tara Puma, Salisbury, said there are a lot of efforts in Salisbury to decrease homelessness. She is a new volunteer at Rowan Helping Ministries and she advocated for volunteerism. Funding is needed.

Nan Lund, 419 Eastwood Drive, Salisbury, said she is concerned about public schools with the increase in vouchers for private schools. She gave funding statistics and data regarding students in public schools compared to private schools. Public schools are underfunded.

Matt Marsh, 220 South Fulton Street, Salisbury, is the vice-chairman of Rowan Helping Ministries (RHM). He shared services and programs that RHM provides. Homelessness is an issue. RHM is a volunteer-run organization.

Chairman Edds discussed financial opportunities that may be available for human services agencies. He asked if there were funds to address homelessness.

County Manager Aaron Church gave data of funding appropriated in the past for human services. Many of those funds go towards preventing homelessness or helping those affected by homelessness.

Vice-Chairman Greene said the RHM does not take in people from outside the county. All of the services RHM provides are transitional.

DRAFT

EMS Division National Accreditation

The Board recognized Emergency Services for their outstanding achievements.

Emergency Services Division Chief Bryan Edwards said the Rowan County Emergency Medical Services (EMS) Division received the Commission on Accreditation of Ambulance Services (CAAS). This is a national accreditation. Rowan County is now the 7th accredited in North Carolina. CAAS accreditation signifies that an agency has met the gold standard determined by the ambulance industry to be essential in modern emergency medical services. He recognized and commended his staff for their dedication and excellent service.

Grant Agreement – Sheriff's Office Operation Underground Railroad Grant

Captain David Earnhardt described Grayshift and the GrayKey software. The software is currently in use by the Sheriff's Office through a 2022 grant. There have been 125 unlocks completed using this software. In the past six months, there have been 50 unlocks. He said the Sheriff's Office was awarded funding from Operation Underground Railroad (OUR) to assist in the annual license fee for GrayShift's GrayKey software, which is used by the Sheriff's Office to extract forensics data from mobile devices. The awarded amount is $9,054 and requires a $9,054 local match. The Sheriff's Office was approved to apply for this funding at the Board of Commissioners August 21, 2023, Regular Meeting.

Chairman Edds asked about privacy and constitutional rights.

Captain Earnhardt said a superior court judge will issue a warrant if consent is not given. The box has a geofence and will not work outside of the geofence.

Sheriff Travis Allen said the device does not work unless it is in the geofence. This is vital software and will not be used unless absolutely necessary. A magistrate can issue a search warrant for a house, but a superior court or federal judge issues warrants for probable cause with a cell phone extraction.

On motion of Pierce, seconded by Klusman, the Board voted 4-0 to approve the Sheriff's Office to apply for the OUR Grant.

Ann Kitalong-Will, Grants and Government Relations Director, said via Zoom video conferencing software that the motion needed to be amended to approve the match as the Sheriff's Office has already applied for the grant. Commissioner Pierce amended his motion.

On motion of Pierce, seconded by Klusman, the Board voted 4-0 to approve the County Manager to execute the grant agreement ("Mutual Agreement Document") between the Rowan County and Operation Underground Railroad for $9,054 to assist with GrayKey software license fees.

Financial Reports

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with FY 2024 equaling $24,508,521 in August. Annual cumulative revenue is at $63,866,488. The annual cumulative property tax was $68,317,315.

Ms. Bumgarner said in June, the annual cumulative sales tax was $43,073,942. She compared monthly sales taxes from 2020 to 2023.

Adjournment

At 6:53 p.m., on motion of Pierce, seconded by Greene, the Board voted 4-0 to adjourn.

DRAFT

_____

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: Ann Kitalong-Will, Grants Administration and Governmental Relations
DATE: 10/2/2023
SUBJECT: Approve Quarterly Lobbying Report

Rowan County is currently under contract with McGuireWood, LLP for state lobbying services. Per state regulation, "principals" (those hiring lobbying for state services) must submit a reportable expenses report to the NC Secretary of State by 15 business days following the last date of the quarter. The current quarterly report is attached; Rowan County did not have any reportable expenditures from July 1-September 30, 2023.

Recommendation: Approve the County Manager to sign and have notarized the attached 2023 Principal Expense Report Form – Zero Expense Short Form, to be submitted to the NC Secretary of State by October 20, 2023.

ATTACHMENTS:
1. 2023-10 Q2 Rowan Expense Report

Elaine F. Marshall, Secretary of State

2023 Principal Expense Report Form – Zero Expense Short Form

Amended Report: ***(Check if amending previously filed report.)*** ☐ **Original Report Tracking #**_____

PERIOD: ☐ **Quarter Ended March 31, 2023** ☒ **Quarter Ended September 30, 2023**
☐ **Quarter Ended June 30, 2023**

Complete Name of Principal as Registered: ROWAN COUNTY

If the registered lobbyist principal has directed any lobbyist listed below to lobby on behalf of an unregistered associated entity, the principal must complete and attach Schedule PR-QAE to this quarterly report. The absence of such attachment constitutes the authorized officer's affirmative statement under oath that there are no such unreported associated entities pursuant to NCGS §120C-403(b)(5) to disclose for the reporting period.

Name(s) of All Lobbyist(s) as Registered: DYLAN FRICK, DYLAN REEL, HARRISON KAPLAN
Include all lobbyists registered during any portion of this reporting period, including interim resignations/terminations.

You **must** mark one of these boxes. If you choose to deliver the paper original document to the Division, and fail to do so, the report will not be deemed filed until the date we receive it, which may make your report late. 18 NCAC 12 .0308.

☒ I choose to maintain the paper original inked, signed, and notarized lobbying expense report in my own records for three years as required by Administrative Rule 18 NCAC 12 .1301; OR

☐ I choose to deliver the paper original inked, signed, and notarized lobbying expense report to the Lobbying Compliance Division of the Secretary of State within seven days as required by Administrative Rule 18 NCAC 12 .0214.

IMPORTANT INSTRUCTIONS FOR PRINCIPAL OFFICER AND NOTARY

All blanks **must** be completed with the printed name of the principal entity. The authorized officer **must** sign and date the report to certify the report in this section. For quarterly reports under oath, venue (state and county where notarized) and jurat **must** be completed. The signatory officer **must** be one of the persons of record with the lobbying compliance division for reporting purposes in the current year of the report. **Warning**: Incomplete certification or notarization may result in rejection of the report.

STATE OF NORTH CAROLINA **(Must be filled in)**

COUNTY OF ROWAN **(Must be filled in)**

The undersigned as an authorized officer of the above named principal entity on behalf of the principal entity by its authority first duly given, or on my own behalf as an individual principal, being first duly sworn, hereby certifies that the principal has no expenditures pursuant to G.S. § 120C-403 other than payment for services to report for this quarterly period and that all information contained herein (including any attachments hereto) is true, complete and correct to the best of my knowledge and belief.

_____	AARON CHURCH	_____
Signature of Authorized Officer	**Printed name of Authorized Officer**	**Date**

Sworn to (or affirmed) and subscribed before me, this _____ day of _____, 20_____.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(NOTARY STAMP OR SEAL)

My commission expires: _____.

Printed Full Name of Report Preparer: ANN KITALONG-WILL
Signature of Report Preparer: _____

You only have to sign as the report preparer if: (1) you are **not** the lobbyist required to file the report**, and** (2) you exercised discretion and independent judgment in filling the form.

FOR INFORMATIONAL USE ONLY; DISCARD BEFORE FILING.

- Expense reports are due quarterly, regardless of whether reportable expenditures are made, no later than **15** business days after the end of the calendar quarter.
- Do not use a zero expense report form for a monthly report or for a quarterly report that requires incorporation of a prior monthly report. Incomplete reports may be rejected.
    - In addition, any reportable expenditure incurred while the General Assembly is in session with respect to lobbying legislators and legislative employees is reportable monthly no later than **10** business days after the end of the month.
    - The information reported on any monthly report should be incorporated by reference on the long quarterly report form in the space provided.
- NCGS § 120C-401(f) states: Each report required by this Article shall be in the form prescribed by the Secretary of State and filed electronically.
- You may submit the completed (notarized) reports that have been electronically filed at https://www.sosnc.gov/ but do not have an electronic notarization to the Department by one of the following methods:
    - By United States mail addressed to the Lobbying Compliance Division, NC Secretary of State, Post Office Box 29622, Raleigh, North Carolina 27626-0622, postmarked within seven calendar days of the electronic filing,
    - By hand-delivery in person or by a designated delivery service authorized pursuant to NCGS §1A-1, Rule 4, to the Lobbying Compliance Division, NC Secretary of State, 2 South Salisbury Street, First Floor, Raleigh, NC 27601-2903, by 5:00 PM within seven calendar days of the electronic filing, in the case of hand-delivery in person, or postmarked by the authorized delivery service in the case of delivery within seven calendar days of the electronic filing;
- If you have an electronic notarization, submit completed reports electronically with electronic notarization transmitted to the Department by 11:59 PM of the filing deadline.
- Any document attached to the filing other than the Department's form, must be compatible with, or convertible to Microsoft Word.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jay Dees, County Attorney
DATE: 10/2/2023
SUBJECT: Kannapolis final Satisfaction of Baseball Stadium Debt

---

Wally Safrit, Kannapolis Town Attorney, has asked me to process the attached "Satisfaction of Security Instrument 9.16.23" so that the Town may take this debt off of their books. We have previously approved a Satisfaction and the recorded version is attached, but this was to release the Deed of Trust WITHOUT satisfying the underlying debt obligations. We did this to facilitate the Town selling the old baseball stadium property to a developer. Our agreement, attached as signed 2021 Interlocal Agreement and an unsigned final version "First Amendment to Interlocal agreement", was that (1) the County would waive the debt in return for water/sewer extension to an economic development project, and (2) per Article 2 of original Interlocal Agreement 2011 the Town would share sale proceeds over $3,750,000, however, their final sale price was not over that amount so they did not owe us any excess proceeds.

The Town has previously provided the attached engineer's certification that the above-referenced water system has been installed, at which time we became obligated to waive remaining debt on this installment financing agreement. Therefore, the Town does not owe Rowan County any money and we should execute and record the proposed Satisfaction form that releases all of the debt associated with the Town.

I am also attaching the original Financing Contract for background.

This can be a Consent Agenda item but let me know if there are any questions.

Motion: Authorize the Manager or Finance Director to execute the Satisfaction of Security Instrument and record the same to close out the Town of Kannapolis debt from the sale of the former baseball stadium site.

Respectfully,
Jay
John W. Dees, II
Rowan County Attorney

ATTACHMENTS:
1. Executed Installment Financing Contract
2. Executed Interlocal Agreement
3. First Amendment to Interlocal Agreement V.2 Final (City-County of Rowan) 5-25-21

4. Kannapolis Interlocal Development Agreement Water Sewer extension (private development and baseball stadium property) April 2020
5. Kannapolis Interlocal Development Agreement Water Sewer extension Engineer Certification of Completion (private development and baseball stadium prope
6. Satisfaction of Deed of Trust DB 1387 Page 636 (11-1-2021)
7. Satisfaction of Security Instrument 9.16.23

INSTALLMENT FINANCING CONTRACT

between

ROWAN COUNTY, A BODY POLITIC
as the County

and

CITY OF KANNAPOLIS, A NORTH CAROLINA MUNICIPAL CORPORATION
as the City

Dated: December 12, 2011

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INSTALLMENT FINANCING CONTRACT
REAL PROPERTY

THIS INSTALLMENT FINANCING CONTRACT, dated as of December ___, 2011 (the "Contract"), by and between ROWAN COUNTY, A BODY POLITIC (the "County"); and the CITY OF KANNAPOLIS, A NORTH CAROLINA MUNICIPAL CORPORATION (the "City");

W I T N E S S E T H:

WHEREAS, the City is a duly and validly created, organized and existing public body politic, duly created and existing under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, the City has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the construction of improvements to real property; and

WHEREAS, the County desires to provide certain seller financing to enable the City to purchase the Property, as hereinafter defined; and

WHEREAS, the City desires to obtain such financing from the County pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the City to make Installment Payments, as hereinafter defined, and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from currently budgeted appropriations of the City and shall not constitute a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, the City has approved the terms and conditions of this Contract by action of its duly elected council; and

WHEREAS, the City has undertaken any and all necessary requirements, including public hearings if required by law, for such approval; and

WHEREAS, in order to further secure the obligations of the City hereunder, the City has executed the Deed of Trust, as hereinafter defined, to a trustee named therein, for the benefit of the County; and

WHEREAS, no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Contract, and the taxing power of the City is not and may not be pledged in any way, directly or indirectly or contingently, to secure any moneys due under this Contract; and

WHEREAS, the County and the City each have duly authorized the execution and delivery of this Contract;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

1.1. "City" means the City of Kannapolis, North Carolina, a municipal corporation of the State of North Carolina, acting through its Governing Body.

1.2. "Deed of Trust" means the Deed of Trust and Security Agreement dated as of the date hereof from the City to the deed of trust trustee named therein securing its obligations hereunder for the improvement of the Property.

1.3. "Environmental Laws" means any federal, state or local law, rule, regulation, permit, order or ordinance relating to the protection of the environment or human health or safety now or hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Oil Pollution Act of 1990 (33 U.S.C. Section 2701, et seq.) (together with the regulations promulgated thereunder, "OPA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

1.4. "Governing Body" means the governing body of the City of Kannapolis.

1.5. "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos or petroleum, petroleum hydrocarbons, or any other substance or material as defined by (or for purposes of) any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto. Hazardous Materials shall not include materials used by the City in connection with its operation of any of its public works or water/sewer system, provided such materials are properly handled and contained in accordance with applicable federal and state laws.

1.6. "Installment Payments" means those payments made by the City to the County as described in Section 3 of this Contract and in the Payment Schedule.

1.7. "Loan Amount" means $3,000,000.00, as described in Exhibit A "Payment Schedule" attached hereto, which will be payable according to the terms of Section 3 below.

1.8. "Net Proceeds," when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Property, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.

1.9. "Payment Schedule" means the document labeled "Payment Schedule" attached hereto as Exhibit A and incorporated herein by reference, which describes the City's Installment Payments.

1.10. "Property," whether singular or plural, means that certain parcel or those certain parcels of land, together with all fixtures, improvements and appurtenances thereon now or hereafter existing, as described in the Deed of Trust.

1.11. "County's Special Right to Proceeds" means notwithstanding any other provision of this Agreement, in the event during the first three years of this Agreement, or at any time during which there is an outstanding balance owing on the indebtedness represented by the promissory note, City shall convey title to the Property to a purchaser for value in excess of Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000.00), fifty percent (50%) of such excess shall be paid to the County

SECTION 2. SELLER FINANCING

The County agrees to provide this Seller Financing in order to facilitate the earlier transfer of the Property to City according to the terms and conditions contained herein.

SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1. Amounts and Times of Installment Payments and Other Payments. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the City," the City shall repay the Loan Amount in installments as provided in Exhibit A to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amount and at the time set forth in the Payment Schedule. Installment Payments shall be sufficient in the aggregate to repay the Loan Amount within FIFTY (50) YEARS.

County shall not charge City interest on this financing; provided, however, County has agreed to defer the first two (2) years of principal payments in return for payment by City of THREE PERCENT (3%) INTEREST payments on the deferred amount of $60,000.00 in 2011 and $120,000.00 in 2012, so that each interest payment shall be: 2011, $1800.00, and 2012, $3,600.00. The amortization schedule is based on all payments being received by the County on the scheduled due date.

In addition to the payments set forth above, County shall have a Special Right to Proceeds in the event of a sale to a Third Party as defined in 1.11 above.

3.2. Place of Payments. All payments required to be made to the County hereunder shall be made at the County's principal office or as may be otherwise directed by the County or its assignee.

3.3. Late Charges. Should the City fail to pay any Installment Payment or any other sum required to be paid to the County within fifteen (15) days after the due date thereof, the City shall pay a late payment charge equal to five percent (5%) of the delinquent payment.

3.4. Abatement of Installment Payments. Subject to Section 13 hereof entitled "Limited Obligation of the City," there shall be no abatement or reduction of the Installment Payments or other payments by the City for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Project. The City assumes and shall bear the entire risk of loss and damage to the Project from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.5. Prepayment of Installment Payments. The City may prepay the Loan Amount in whole or in part at its option at any time upon giving the County not less than thirty (30) days written notice thereof, upon payment of the principal amount of the Loan Amount to be prepaid, subject to County's Special Right to Proceeds upon a Sale of the Property, or any portion thereof, at such time as City has not previously paid the Loan Amount in full.

SECTION 4. NATURE OF CONTRACT

This Contract is an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina and a security agreement pursuant to Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE CITY

5.1. Maintenance, Care and Use. The City shall use the Property in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property, and shall take all reasonable action to preserve the Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property, and to replace any part of the Property as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and all parts thereof shall constitute accessions to the Property and shall be subject to all the terms and conditions of this Contract and the Deed of Trust.

5.2. Inspection. The County shall have the right upon reasonable prior notice to the City to enter into and upon the Property to inspect the Property or any part thereof during normal business hours.

5.3. Encumbrances. Except as permitted by the Deed of Trust, the City shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge,

encumbrance or claim on or with respect to the Property, or the rights of the City and the County therein, except with the prior written consent of the County.

5.4. Utilities. The City shall pay, when due, all charges for utility services used in connection with the Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

5.5. Taxes. The City shall pay, when due, any and all taxes levied by any governmental body as a result of the City's ownership, possession, or use of the Property or as a direct or indirect result of improvements made by the City.

5.6. Risk of Loss. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the City," the City shall bear all risk of loss to and condemnation of the Property. In the event of loss or damage to the Property, the City shall either (a) continue to make the Installment Payments due hereunder and repair, reconstruct and restore the applicable portion of the Property to the satisfaction of the County, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.5 hereof.

5.7. Performance by the County of the City's Responsibilities. Any performance required of the City or any payments required to be made by the City may, if not timely performed or paid, be performed or paid by the County, and, in that event, the County shall be immediately reimbursed by the City for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the County, with interest thereon at a per annum rate equal to the Prime Rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

5.8. Financial Statements. The City agrees that it will furnish to the County current audited financial statements (as soon as practicable after the City's acceptance thereof) and the City's annual budget as submitted or approved. The City shall furnish to the County current financial statements at such reasonable times as the County may request. The City represents and warrants to the County that all financial statements which have been delivered to the County in connection with this Contract fairly and accurately reflect the City's financial condition and there has been no material adverse change in the City's financial condition as reflected in the financial statements since the date thereof.

5.9. Other Responsibilities and Conditions. Simultaneously with the execution of this Contract and prior to the Closing, the City shall cause to be provided to the County the following:

(a) A Deed of Trust;

(b) A certificate in the form or other proof of insurance on the Property and improvements thereon satisfactory to the County;

(c) Certified copies of resolutions of the Governing Body authorizing the City to enter into this Contract and carry out its terms, together with evidence of a public hearing held with respect to the Contract;

(d) Proof of a title insurance policy insuring the County's first lien position;

(e) The most recent survey of the Property;

(f) A Subordination, Non-Disturbance and Attornment Agreement in a form satisfactory to the County;

(g) Executed originals of any other documents and instruments required by County in connection with this Contract.

5.10. Environmental Covenants. To the best of the County's knowledge, the Property is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on such Property. The City covenants that the Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The City shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the City or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials on the Property or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal construction, maintenance and operation of the Project or the Property and in compliance with all Environmental Laws. The City shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The City has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the City does receive any such notices, the City shall immediately notify the County. The City, at no expense to the County, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

5.11. Appropriations of Payments. (a) The City reasonably believes that funds sufficient to make all Installment Payments during the term of this Contract can be obtained. While recognizing that it is not empowered to make any binding commitment to make Installment Payments or any other payments beyond its current fiscal year, the Governing Body of the City in authorizing the execution of this Contract has stated its intent to make annual appropriations sufficient to make the Installment Payments and has recommended that future governing bodies continue to do so during the term of this Contract.

(b) The City Manager or Finance Officer shall include in the initial proposal for each of the City's annual budgets the amount of all Installment Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the City Manager or Finance Officer includes an appropriation for Installment Payments in a proposed budget, the City may terminate all

its obligations hereunder by not appropriating sufficient funds to make the scheduled Installment Payments. In the event the Governing Body determines not to appropriate in its budget an amount sufficient to pay all Installment Payments coming due in the applicable fiscal year, the Governing Body shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Governing Body. A copy of such resolution shall be promptly sent to the County. Such failure to appropriate shall constitute an Event of Default.

(c) If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the City in its budget, the City Manager or Finance Officer shall deliver to the County, within ten (10) days after the adoption of the City's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Finance Officer of the City stating that the City did not make such appropriation.

SECTION 6. DEED OF TRUST

6.1. Security Interest. In order to secure its obligations hereunder, the City shall deliver to the County the Deed of Trust. The City shall cause to be filed, at the City's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect a first lien security interest in the fixtures that are part of the Property by filing and to maintain that first lien security interest in perfected form.

6.2. Liens. The City shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Property (except the security interest granted to the County or as permitted by Section 5.3). The City shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The City shall reimburse the County for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

SECTION 7. INSURANCE AND UNFORESEEN LOSSES

7.1. Insurance. The City shall obtain and maintain, at its expense, at all times until termination of this Contract a policy of insurance covering the Property and providing the insurance protection described in this Section. The City shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance in such amounts and with such deductibles, if permitted, as required by the County from time to time. The Property shall be insured in an amount equal to the total replacement value or the Loan Amount, whichever is greater. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the County as additional insured as its interest may appear. The City shall deliver to the County the policies of insurance or duplicates thereof or other evidence satisfactory to the County of such insurance coverage. Each insurer shall agree by endorsement upon the

policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the County of the cancellation or material modification of such policy; and (ii) the coverage of the County shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the City of any warranties, declarations and conditions of such insurance. The City agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The City shall cooperate fully with the County in filing any proof of loss with respect to any insurance policy described above. In no event shall the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Property without the written consent of the County.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the City may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

7.2. Damage or Destruction. (a) The City shall notify the County immediately in the event (i) of any damage to or destruction from fire or other casualty of any portion of the Property or (ii) that a material defect in the construction of the Property becomes apparent, if the City determines in good faith that such damage, destruction or loss will cost more than $50,000 to repair, replace and restore.

(b) If any portion of the Property is damaged or destroyed as provided herein, to an extent that the City determines in good faith that the cost of repairing, replacing and restoring such damage or destruction will exceed $50,000, then the City shall deposit the Net Proceeds with the County and shall, within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the County, and the County shall disburse such Net Proceeds in accordance with the option so elected:

(i) Option A – Repair and Restoration. The City may elect to repair, reconstruct and restore that portion of the Property so lost, damaged or destroyed. If the City elects this Option A, then the City shall proceed forthwith to repair, reconstruct and restore the applicable portion of the Property to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the City may determine to be necessary or desirable and as will not impair the capacity or character of the applicable portion of the Property for the purposes for which it had been used prior to such damage or destruction or is intended to be used. So long as no Event of Default has occurred and is continuing under this Contract, the County, upon receipt of a request made by the City, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. Any such request may provide for Net Proceeds to be paid directly to third-party vendors or to be paid to the City for reimbursement of costs incurred in such repair, replacement or restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the City shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The City shall not by reason of the payment of such excess cost be entitled to any (A) reimbursement from the County, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The City may elect to have the Net Proceeds of insurance payable as a result of such loss, damage or destruction, together with other monies provided by the City, applied to the prepayment of Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the City elects to make partial prepayment under this Option B, the City shall first provide to the County a certificate signed by the Manager to the effect that (i) the Property has been restored to its condition prior to the damage, or (ii) such damage will not impair the City's use of the Property for its intended purposes.

(c) If the City determines in good faith that such cost will not exceed $50,000, the City shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore the Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, replacement and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the City shall pay so much thereof as is in excess of such Net Proceeds.

7.3. Condemnation; Loss of Title. (a) In the case of a taking of all or any part of the Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the City under this Contract (except obligations to make Installment Payments when due) shall terminate as to the portion of the Property as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the "Takings Date"). The City shall pay over to the County (and hereby irrevocably assigns, transfers and sets over to the County) all right, title and interest of the City in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the term of this Contract.

(b) In the event of any such loss of title, condemnation or taking, the City shall deliver the Net Proceeds from the condemnation proceeding to the County, and, within 90 days after the Takings Date for such proceeding, elect either or both of the following two options by giving notice of such election to the County, and the County shall disburse the Net Proceeds in accordance with the option so elected:

(i) Option A – Restoration. The City may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to restore the applicable portion of the Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. So long as no Event of Default has occurred and is continuing under this Contract, the County, upon receipt of a request made by the City, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such restoration, either on completion thereof or as the work

progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the City shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The City shall not, by reason of the payment of such excess cost, be entitled to any (A) reimbursement from the County, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The City may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking, together with other monies provided by the City, applied to the prepayment of the Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the City elects to make partial prepayment pursuant to this Option B, the City shall first provide to the County a certificate signed by the Manager to the effect that such loss of title, condemnation or taking has not impaired the City's use of the Property for its intended purpose.

(c) The County shall, at the expense of the City, cooperate fully with the City in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Property or any part thereof and shall, to the extent it may lawfully do so, permit the City to litigate, at the expense of the City, in any such proceeding in the name and on behalf of the County. In no event shall the County voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Property or any part thereof without the consent of the City.

SECTION 8. WARRANTIES AND REPRESENTATIONS OF THE CITY

The City warrants and represents to the County (all such representations and warranties being continuing) as follows:

(a) The City is a municipal corporation duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;

(b) This Contract and all other documents relating hereto, have been duly and validly authorized, approved, executed and delivered by the City, and the performance by the City of its obligations under such documents has been approved and authorized under all laws, regulations and procedures applicable to the City, including, but not limited to, compliance with all applicable public meeting requirements, and the transactions contemplated by this Contract and all other documents relating hereto constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina, and, assuming due authorization, execution and delivery hereof by the County, constitute valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by general principles of equity or by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and as those other laws may be further limited by the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained, including any applicable approval of the LGC as evidenced by the Secretary's certificate hereon;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the City's knowledge, threatened, against or affecting the City challenging the validity or enforceability of this Contract or any other documents relating hereto, or the performance of the City's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the City a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the City (except as contemplated herein) pursuant to any agreement or other instrument to which the City is a party, or any existing law, regulation, court order or consent decree to which the City is subject;

(e) There are no liens or encumbrances on the Property other than the Deed of Trust or any encumbrances permitted by Section 5.3;

(f) A resolution relating to the performance by the City of this Contract and the transactions contemplated hereby has been duly adopted, is in full force and effect, and has not been in any respect amended, modified, revoked or rescinded;

(g) The Purchase of the Property is essential to the proper, efficient and economical operation of the City and the delivery of its service and will provide an essential use and permit the City to carry out public functions that it is authorized by law to perform;

(h) The security interest granted by the City to the County in the Property shall have been duly perfected and shall constitute a first lien security interest in the Property subject to any encumbrances permitted by Section 5.3; and

SECTION 9. INDEMNIFICATION

To the extent permitted by applicable law, the City hereby agrees to indemnify protect and save the County and the LGC (if LGC approval of the Contract is required) and the members and employees of each of the foregoing harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys fees, arising out of, connected with, or resulting directly or indirectly from the Project, including without limitation, the possession. condition or use thereof. The indemnification arising under this section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

SECTION 10. DISCLAIMER OF WARRANTIES

10.1. No Representations by the County. The City acknowledges that it has inspected the Property and found the Property to be satisfactory and acknowledges and agrees that it has purchased the Property based upon its own judgment and disclaims any reliance upon any statements or representations made by the County with respect thereto.

10.2. Disclaimer By the County. THE COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY AND IMPROVEMENTS OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY.

SECTION 11. DEFAULT AND REMEDIES

11.1. Definition of Event of Default. The City shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default"):

(a) The City shall fail to make any Installment Payment or fail to pay any other sum hereunder when due, in either case, within ten (10) days after receipt of written notice of such failure; or

(b) The City shall fail to perform or observe any term, condition or covenant of this Contract or shall breach any warranty by the City herein or therein contained; or

(c) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the City, or a receiver, custodian or similar officer shall be appointed for the City or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or

(d) Any warranty, representation or statement made by the City herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or

(e) An attachment, levy or execution of a security interest or lien, except for the lien and security interest of the County or any encumbrances permitted by Section 5.3, is levied upon or with respect to the Project.

11.2. Remedies on Default. Subject to Section 13 hereof entitled "Limited Obligation of the City," upon the occurrence of any Event of Default, the County may exercise any one or more of the following remedies as the County in its sole discretion shall elect:

(a) Declare the entire principal amount of the Installment Payments and all accrued interest, if any, and other charges immediately due and payable to County without notice or demand to the City;

(b) Proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Deed of Trust, Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder and under the Deed of Trust, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of

law and without liability for entering the Property and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the City, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the City;

(d) Take possession of any proceeds of the Property, including Net Proceeds; or

(e) Pursue any other remedy available at law or equity to the County.

11.3. Further Remedies. All remedies of the County are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The City agrees to pay to the County all court costs and reasonable attorney fees incurred by County in enforcing the County's rights and remedies under this Contract.

SECTION 12. ASSIGNMENT

12.1. Assignment by the City. The City agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Property (except for the lien and security interest of the County or as permitted by Section 5.3 and that certain existing Lease with Smith Family Baseball, or its assignment).

12.2. Assignment by the County. (a) The County may, at any time and from time to time, assign all or any part of its interest in the Project or this Contract, including, without limitation, County's rights to receive Installment Payments payable to County hereunder or thereunder, in accordance with this Section 12.2. Any assignment made by the County or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the County pursuant to this Contract. The County or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract, or making this Contract part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (i) a County, insurance company or similar institution or any other entity approved by the LGC; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Contract, provided such certificates are sold only to a County, insurance company or similar financial institution or other entity approved by the LGC. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with County, no assignment or reassignment of the County's interest in the Contract shall be effective unless and until the City shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The City further agrees that the County's interest in this Contract may be assigned in whole or in part (subject to the limitations on assignment contained in Section 12.2(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the City receives notice of such assignment and such collection and paying agent covenants and agrees to

maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

(c) The City agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the City and the LGC, and the City shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) The County represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Contract for its own account and has no present intention of making any sale or other distribution of this Contract in violation of such legislation, rules or regulations. The County represents that it is familiar with the operations and financial condition of the City, based upon information furnished to the County by the City, and has made such inquiries as it deems appropriate in connection with the Loan Amount.

SECTION 13. LIMITED OBLIGATION OF THE CITY

NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT AND ACCRUAL OF RIGHTS OF COUNTY TO FORECLOSE ON THE PROPERTY. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS CONTRACT, AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS CONTRACT.

To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

SECTION 14. MISCELLANEOUS

14.1. Waiver. No covenant or condition of this Contract can be waived except by the written consent of the County. Any failure of the County to require strict performance by the City or any waiver by the County of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

14.2. Severability. In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

14.3. Governing Law. This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

14.4. Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

If To City:	City of Kannapolis, Attention: City Manager, PO Box 1199, Kannapolis, North Carolina, 28082-1199, Telephone: 704-920-4300, Fax: 704-933-7463
With Copies To:	City Attorney, City of Kannapolis, PO Box 1199, Kannapolis, NC 28082-1199, Telephone: 704-920-4370
If To County:	Rowan County, Attention: County Manager, 130 West Innes Street, Salisbury, NC 28144, Telephone: 704-216-8100, Fax: 704-216-8195;
With Copies To:	John W. Dees, II, Esquire, Ketner & Dees, PA, 121 East Kerr Street, Salisbury, NC 28144, Telephone: 704-637-3434, Fax: 704-637-3449

14.5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

14.6. Entire Contract. This Contract, together with the Exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

14.7. Binding Effect. Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.8. Time. Time is of the essence of this Contract and each and all of its provisions.

14.9. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

{Signature Page Follows}

{Rest of Page Left Intentionally Blank}

Signature Page Kannapolis—Rowan County Installment Financing Contract

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

COUNTY OF ROWAN, NORTH CAROLINA

By: _____
Chad Mitchell, Chairman

(SEAL)

Attest: _____
Carolyn Athey, CMC
Clerk to the Board

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____
Robert S. Misenheimer, Mayor

(SEAL)

Attest: _____
Bridgette Bell, MMC
City Clerk

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

_____
Eric Davis, Finance Director

EXHIBIT A

Payment Schedule for City of Kannapolis Baseball Stadium

Year	Due Date	Payment Amount	Remaining Balance	Year	Due Date	Payment Amount	Remaining Balance
1	04/01/2012	$1,800.00	$3,000,000.00	26	04/01/2037	$62,500.00	$1,500,000.00
2	04/01/2013	$1,800.00	$3,000,000.00	27	04/01/2038	$62,500.00	$1,437,500.00
3	04/01/2014	$62,500.00	$2,937,500.00	28	04/01/2039	$62,500.00	$1,375,000.00
4	04/01/2015	$62,500.00	$2,875,000.00	29	04/01/2040	$62,500.00	$1,312,500.00
5	04/01/2016	$62,500.00	$2,812,500.00	30	04/01/2041	$62,500.00	$1,250,000.00
6	04/01/2017	$62,500.00	$2,750,000.00	31	04/01/2042	$62,500.00	$1,187,500.00
7	04/01/2018	$62,500.00	$2,687,500.00	32	04/01/2043	$62,500.00	$1,125,000.00
8	04/01/2019	$62,500.00	$2,625,000.00	33	04/01/2044	$62,500.00	$1,062,500.00
9	04/01/2020	$62,500.00	$2,562,500.00	34	04/01/2045	$62,500.00	$1,000,000.00
10	04/01/2021	$62,500.00	$2,500,000.00	35	04/01/2046	$62,500.00	$937,500.00
11	04/01/2022	$62,500.00	$2,437,500.00	36	04/01/2047	$62,500.00	$875,000.00
12	04/01/2023	$62,500.00	$2,375,000.00	37	04/01/2048	$62,500.00	$812,500.00
13	04/01/2024	$62,500.00	$2,312,500.00	38	04/01/2049	$62,500.00	$750,000.00
14	04/01/2025	$62,500.00	$2,250,000.00	39	04/01/2050	$62,500.00	$687,500.00
15	04/01/2026	$62,500.00	$2,187,500.00	40	04/01/2051	$62,500.00	$625,000.00
16	04/01/2027	$62,500.00	$2,125,000.00	41	04/01/2052	$62,500.00	$562,500.00
17	04/01/2028	$62,500.00	$2,062,500.00	42	04/01/2053	$62,500.00	$500,000.00
18	04/01/2029	$62,500.00	$2,000,000.00	43	04/01/2054	$62,500.00	$437,500.00
19	04/01/2030	$62,500.00	$1,937,500.00	44	04/01/2055	$62,500.00	$375,000.00
20	04/01/2031	$62,500.00	$1,875,000.00	45	04/01/2056	$62,500.00	$312,500.00
21	04/01/2032	$62,500.00	$1,812,500.00	46	04/01/2057	$62,500.00	$250,000.00
22	04/01/2033	$62,500.00	$1,750,000.00	47	04/01/2058	$62,500.00	$187,500.00
23	04/01/2034	$62,500.00	$1,687,500.00	48	04/01/2059	$62,500.00	$125,000.00
24	04/01/2035	$62,500.00	$1,625,000.00	49	04/01/2060	$62,500.00	$62,500.00
25	04/01/2036	$62,500.00	$1,562,500.00	50	04/01/2061	$62,500.00	$0.00

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF ROWAN

THIS INTERLOCAL AGREEMENT (original or as supplemented or amended, referred to herein as the "Agreement") is made and entered into this the 15th day of August, 2011, by and between the City of Kannapolis, a North Carolina municipal corporation (the "City") and the County of Rowan, a body politic and a political subdivision of the State of North Carolina (the "County"), both collectively referred to in the Agreement as the "Parties".

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the statutory authority for Interlocal Agreements as contained in North Carolina General Statutes Section 160A-461; and

WHEREAS, from and after August 22, 1994 the County of Rowan and the City of Kannapolis engaged in a series of co-operative transactions for land acquisition, construction, financing, leasing, management and operation of a Class A professional baseball stadium; and

WHREAS, the Property acquired for the stadium project is described in two deeds, copies of which are attached hereto as Exhibit A-1 and A-2 (as recorded in Deed Book 741 at page 149 and Deed Book 741 at page 150, Rowan County Registry) containing approximately 55.68 acres (collectively referred to as the "Property"); and

WHEREAS, the County is the record owner of the Property; and

WHEREAS, the resulting stadium facility constructed on the Property is currently known as Fieldcrest-Cannon Stadium (the "Stadium") containing approximately 36.84 acres of land with approximately 18.84 acres of the Property remaining undeveloped; and

WHEREAS, the Stadium is currently leased to Smith Family Baseball, LLC, which operates the Stadium pursuant to a lease agreement (the "Smith Family Baseball Lease") authorized by County and City for use as a Class A baseball franchise and other uses having entertainment and social value; and

WHEREAS, County has determined that it is in the best interests of its citizens that the Property should be conveyed to the City upon the terms, conditions and provisions set forth herein and the City has determined that it is in the best interests of its citizens to acquire the Property from the County upon those terms, conditions and provisions.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.1 Purpose. The County shall transfer and convey all of its right, title and interest in and to the Property together with all and singular rights and appurtenances pertaining thereto including any right, title or interest to adjacent streets or rights of way serving the Property. The Property shall also include:

(i) all buildings and improvements located thereon;

(ii) personal property owned by County and used in the operation and maintenance of the Stadium including fixtures; and

(iii) assignable contracts, warranties, guarantees and leases.

Section 1.2 Duration of Interlocal Agreement. This Agreement shall have a duration for and during the term of financing arranged between the parties for which the Property is pledged as security as hereinafter described.

Section 1.3 Ownership. At or before the closing of the financing for acquisition of the Property, County shall transfer marketable fee simple title to City. Following Closing, the Property shall be owned by the City.

ARTICLE 2
TRANSFER OF PROPERTY AND FINANCING

Section 2.1 Purchase Price and Closing. The parties will close this transaction before August ____, 2011 (the "Closing") At closing City shall pay to County for the Property the sum of Three Million Dollars ($3,000,000.00) (the "Purchase Price") payable as follows:

2.1.1 County will finance 100% of the Purchase Price by accepting from City a promissory note in the full amount of the Purchase Price secured by a deed of trust for a term of fifty (50) years upon the following conditions: (1) principal payments shall be deferred for the first two (2) years of the financing; provided, however, City shall pay three percent (3%) interest on the deferred amount for a total payment of $1800.00 for year 2011 and $3,600.00 for 2012, and (2) forty-eight (48) equal interest-free annual principal installments of Sixty-two Thousand Five Hundred Dollars ($62,500.00) due each year beginning on or before August 1, 2013 until paid in full.

2.1.2 The initial annual principal installment payment on the promissory note shall be due and payable August 1, 2013.

Section 2.2 Stadium Fund. The parties acknowledge there is a cash account held on behalf of the parties generally referred to as the "Stadium Fund" currently having a cash balance of approximately Three Hundred Fifty Thousand Dollars ($350,000.00). County shall assign all of its right and interest in and to the Stadium Fund and County shall disburse the Stadium Fund to City at Closing.

Section 2.3 Special Covenant of City to County. Notwithstanding any other provision of this Agreement, in the event during the first three years of this Agreement, or at any time during which there is an outstanding balance owing on the indebtedness represented by the promissory note, City shall convey title to the Property described on Exhibit "A" to a purchaser for value in excess of Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000.00), fifty percent (50%) of such excess shall be paid to the County.

ARTICLE 3
SPECIAL PROVISIONS

Section 3.1 Smith Family Baseball Lease. At Closing, County shall execute an Assignment conveying all rights and privileges arising under the Smith Family Baseball Lease, to the City. City shall

execute, as part of the Assignment or by separate document, an agreement to accept the lease assignment with an indemnification and hold harmless in favor of the County for obligations arising thereunder.

Section 3.2 Sports Authority. On or about August, 1994, County and City adopted a Concurrent Resolution establishing the Rowan County-Kannapolis Regional Sports Authority (the "Authority"). Within forty-five (45) days following Closing, governing bodies of the County and City shall adopt a concurrent resolution dissolving the Authority, and providing that the City shall take ownership of all assets and assume all liabilities, if any.

Section 3.3 Right of Way from City of Concord. The Property is accessed in part by a right of way granted to the Rowan County-Kannapolis Regional Sports Authority recorded in Deed Book 1692 at page 284, Cabarrus County Registry and in Deed Book 739 at page 125, Rowan County Registry. The Parties shall co-operate to pursue an assignment of the right of way to City. City shall perform the covenants and obligations arising under the right of way and indemnify and hold County harmless therefore.

ARTICLE 4
TRANSACTIONAL MATTERS

Section 4.1 Delivery of Deed. At Closing County shall deliver to City or its designee a good and sufficient special warranty deed (the "Deed") for the Property in form for recording, executed and acknowledged by County, so as to convey to City marketable fee simple to the Property.

Section 4.2 Delivery of Lien Waiver Affidavit. At Closing, County shall deliver to City a standard owner's or lien waiver affidavit (including provisions stating that there are no parties in possession of the Property under unrecorded leases excepting to Smith Family Baseball Lease) sufficient to City to obtain title insurance for the Property free from all but the permitted exceptions.

Section 4.3 Other Documents. At Closing, County shall execute and deliver to City such other documents as may reasonably be required by City or City's title insurer, including, without limitation, a nonforeign status affidavit sufficient to comply with Section 1445 of the United States Internal Revenue Code, or other documents reasonably required by City.

Section 4.4 County's Representations and Warranties. County makes and agrees with City to the following representations and warranties all of which are true and correct as to the matters set forth therein as of the date hereof in all material respects and unless otherwise disclosed to City in writing shall be true and correct in all material respects on the Closing, as applicable, and all of which, unless otherwise specified, shall survive the each respective closing for a period of three (3) years. Where any such representation is limited to County's knowledge, the same shall be deemed to mean the current actual knowledge of the City Manager of the City of Kannapolis and the County Manager of Rowan County.

Section 4.5 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both: (i) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon County or any of its properties or assets; or (ii) any instrument or agreement to which County or its properties may be bound or relating to or affecting all or any portion of the Property; or (iii) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the Property or on any of the properties or assets of County.

Section 4.6 No Violations. To County's knowledge, it has not received written notice of: (i) any violations (collectively, "Violations", and individually, a "Violation") of any applicable local, state or federal law, municipal ordinances or regulations, orders, rules or requirements of any federal, state or municipal department or agency having jurisdiction over or affecting the Property, or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, building, health and environmental laws, regulations and ordinances, and equal access opportunity laws, regulations and ordinances (collectively, "Legal Requirements"); or (ii) any condition relating to the Property which would constitute a Violation. County shall provide City with notice of any Violations of which County obtains notice or knowledge between the date of this Agreement and the Closing.

Section 4.7 Environmental Matters. In connection with the Property, County has not to its knowledge generated, used, transported, treated, stored, released or disposed of, or to its knowledge, without independent investigation or inquiry, has suffered or permitted anyone else to generate, use, transport, treat, store, release or dispose of any hazardous substance or hazardous materials in violation of any legal requirements, and, to County's knowledge, without independent investigation or inquiry, there has not been any generation, use, transportation, treatment, storage, release or disposal of any hazardous substance or hazardous materials by any party in connection with the ownership, operation, maintenance or occupancy of the Property which has created or might reasonably be expected to create any liability under any legal requirements or which would require any reporting to or notification to any federal, state or local governmental entity.

ARTICLE 5
MISCELLANEOUS

Section 5.1 Binding Effect. This Agreement and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Section 5.2 Final Agreement. Except as otherwise specifically stated, this Agreement contains the final and entire agreement between the parties with respect to the subject matter hereof, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

Section 5.3 Amendment. This Agreement shall not be modified except by instrument in writing executed by the parties hereto.

Section 5.4 Notices. All notices, demands and request which may be given or which are required to be given by either party to the other must be in writing. All notices, demands and requests by City or County shall be sent by fax transmittal with an original counterpart by overnight delivery by a nationally-recognized carrier that can and shall provide proof of delivery (in which event the delivery date of such notice shall be the date of the fax transmittal) , or by overnight delivery by a nationally-recognized carrier that can and shall provide proof of delivery (in which event the delivery date of such notice shall be the date of receipt by the addressee) addressed as follows, or to such other address as a party may specify by duly given notice:

If to City:	City of Kannapolis PO Box 1199 Kannapolis, North Carolina 28082-1199 Attention: City Manager Fax: 704-933-7463 Telephone for Airbill: 704-920-4300
With copies to:	Walter M. Safrit, II, Esquire City Attorney City of Kannapolis PO Box 1199 Kannapolis, North Carolina 28082-1199 Fax: 704-933-7463 Telephone for Airbill: 704-920-4370
If to County:	Rowan County 130 West Innes Street Salisbury, NC 28144 Attention: County Manager Fax: 704-216-8195 Telephone: 704-216-8100
With copies to:	John W. Dees, II, Esquire Ketner & Dees, PA 121 E. Kerr Street Salisbury, NC 28144 Fax: 704-637-3449 Telephone: 704-637-3434

Section 5.5 Governing Law. This Agreement shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of North Carolina.

Section 5.6 Time is of the Essence. Time is of the essence with respect to the performance of each and every of the parties' respective obligations hereunder and with respect to each date and deadline set forth herein.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLACK]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the Effective Date.

Rowan County, North Carolina,
a body politic

By: _____ (SEAL)
Chad Mitchell
Chairman, Board of Commissioners

ATTEST:

Carolyn Athey, CMC
Clerk to the Board

City of Kannapolis

By: _____ (SEAL)
Robert S. Misenheimer
Mayor

ATTEST:

Bridgette Bell, CMM
City Clerk

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

Eric Davis
Finance Director

NORTH CAROLINA

CABARRUS COUNTY

I, a Notary Public of the County and State aforesaid, certify that Carolyn Athey personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Rowan County, North Carolina, a body politic, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by the Chairman of the Board of Commissioners, sealed with its County Seal and attested by herself as its Clerk to the Board.

Witness my hand and official seal, this the 15 day of August, 2011.

JOHN W. BERGMAN NOTARY PUBLIC ROWAN COUNTY, NC

NOTARY PUBLIC

My commission expires: 12-14-2013

NORTH CAROLINA

CABARRUS COUNTY

I, a Notary Public of the County and State aforesaid, certify that Bridgette Bell personally came before me this day and acknowledged that she is City Clerk of City of Kannapolis, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Mayor, sealed with its City Seal and attested by herself as its City Clerk.

Witness my hand and official seal, this the 12 day of ~~August~~ December, 2011.

Elizabeth C. Cox

NOTARY PUBLIC

ELIZABETH C. COX Notary Public Rowan County NORTH CAROLINA

My commission expires: August 8, 2012

EXHIBIT "A"

FIRST TRACT: Lying in China Grove Township, Rowan County, North Carolina, and being Lots Nos. 30, 31, 32, 33, 34 and 35 and part of Lot No. 29 as shown on the map of the Alex Yost Farm, said map being recorded in Book of Maps at page 469, in the Rowan County Registry, and a small tract lying north of Lot No. 29, said property also being shown on a map entitled "Property of Douglas L. Wyrick Surveyed for D. Keith Wayne, et al." made by Mel G. Thompson, Registered Surveyor, August 12, 1994, and more fully described as follows:

BEGINNING at an existing 5/8-inch iron rod located in the eastern boundary line of the City of Concord property, this stake being in the northwestern corner of Lot No. 35 of the Alex Yost Farm property, and runs thence along the line of D. Keith Wayne and others, South 85-08-59 East 1249.32 feet to an existing 5/8-inch iron rod, a corner of Lots Nos. 30 and 29; thence continuing along the line of the Wayne property, North 67-04-06 East 161.38 feet to an existing right-of-way monument located in the western right-of-way line of Interstate Highway 85; thence along the western right-of-way line of Interstate Highway 85, South 1-43-04 West 315.29 feet to a point located in the center of a branch; thence along the center line of said branch as it meanders in a southwesterly direction for six courses as follows: (1) South 68-38-33 West 87.29 feet to a point; (2) South 64-20-58 West 67.72 feet to a point; (3) South 32-38-31 West 60.43 feet to a point; (4) South 6-29-44 East 66.60 feet to a point; (5) South 11-30-31 West 62.48 feet to a point; and (6) South 31-45-00 West 40.68 feet to a point; thence along the dividing line between Lots Nos. 28 and 30, South 6-43-46 West 165.04 feet to an existing stone adjacent to the Rowan-Cabarrus County line; thence along the line of Ricky E. Basinger, South 87-20-59 West 131.56 feet to an existing ¾-inch iron pipe, corner of the City of Concord property (Lake Fisher); thence along two lines of the City of Concord: (1) North 75-07-52 West 1113.17 feet to a tack in an existing ¾-inch iron pipe and (2) North 4-51-38 East 518.07 feet to an existing 5/8-inch iron rod, the point of BEGINNING.

For back title see Book 741, Page 149.

SECOND TRACT: Lying in China Grove Township, Rowan County, North Carolina, and being a tract of land lying on the south side of Moose Road in the southeastern corner of the intersection of Moose Road with the western right-of-way line of Interstate Highway 85 consisting of 36.476 acres, and being shown on a map entitled "Boundary Survey of Coble and Bagwell Properties" as prepared by Glenn E. Gamble, Registered Surveyor, January 17, 1994, and being more fully described as follows:

BEGINNING at a set iron pipe located at the point where the southern right-of-way line of Moose Road (SR 1308) intersects the western right-of-way line of Interstate Highway 85, this beginning point is located North 28-59-31 West 26.8 feet from a concrete right-of-way monument located in the western right-of-way line of Interstate Highway 85 just south of Moose Road, and runs thence along the western right-of-way line of Interstate Highway 85, South 28-59-31 West 26.80 feet to a concrete right-of-way monument; thence continuing along a spiral chord bearing South 29-14-31 East for 561.58 feet to an existing concrete right-of-way

monument; thence continuing along said right-of-way as it curves in a clockwise direction along the arc of a circle having a radius of 3673.72 feet for a distance of 108.47 feet to a set iron pipe; thence continuing along the right-of-way line as it continues to curve in a clockwise direction along the arc of a circle having a radius of 3673.72 feet for a distance of 894.78 feet to a concrete right-of-way monument, corner of Harold Dean Bagwell and Douglas L. Wryick; thence along two of Wyrick's lines as follows: (1) South 67-07-46 West 161.43 feet to an iron pipe; and (2) North 85-08-27 West, passing an iron pipe at 142.26 feet, for a total distance of 1249.26 feet to a set iron pipe in the line of the Concord Board of Light and Water Commissioners (City of Concord); thence along the Concord line in three courses as follows: (1) North 04-51-33 East 402.66 feet to an established ¾-inch iron pipe; (2) North 36-40-09 East 310.48 feet to an established ¾-inch iron pipe; and (3) North 33-36-52 West 275.50 feet to an established 1-inch iron pipe, corner of Billy Purdue Cochran; thence along Cochran's line, North 06-19-43 East, passing a 1-inch iron pipe at 488.21 feet and a Number Four Reinforcement Bar at 564.23 feet, for a total distance of 604.66 feet to a point near the northern edge of the pavement of Moose Road; thence along Moose Road, South 84-40-28 East 659.81 feet to the point of BEGINNING.

For back title see Book 741, Page 150.

741/149

EXHIBIT A-1

ROWAN COUNTY OCT 20 94

[redacted] 220.00

STATE OF NORTH CAROLINA Real Estate Excise Tax

Excise Tax

BOOK 0741 PAGE 149

'94 OCT 28 PM 4 10

BOBBIE M. [illegible]
REG. OF DEEDS
BY [illegible]

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.

Verified by County on the day of , 19

by

Mail after recording to

This instrument was prepared by B. S. Brown, Jr., Alexander & Brown, Attys., Kannapolis, NC 28081

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 18th day of October , 19 94 , by and between

GRANTOR	GRANTEE
D. KEITH WAYNE and wife, ANN C. WAYNE,	ROWAN COUNTY, A Body Politic

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , China Grove Township, Rowan County, North Carolina and more particularly described as follows:

Being Lots Nos. 30, 31, 32, 33, 34 and 35 and part of Lot No. 29 as shown on the map of the Alex Yost Farm, said map being recorded in Book of Maps at page 469, in the Rowan County Registry, and a small tract lying north of Lot No. 29, said property also being shown on a map entitled "Property of Douglas L. Wyrick Surveyed for D. Keith Wayne, et al," made by Mel G. Thompson, Registered Surveyor, August 12, 1994, and being more fully described as follows:

BEGINNING at an existing 5/8-inch iron rod located in the eastern boundary line of the City of Concord property, this stake being in the northwestern corner of Lot No. 35 of the Alex Yost Farm property, and runs thence along the line of D. Keith Wayne and others, South 85-08-59 East 1249.32 feet to an existing 5/8-inch iron rod, a corner of Lots Nos. 30 and 29; thence continuing along the line of the Wayne property, North 67-04-06 East 161.38 feet to an existing right-of-way monument located in the western right-of-way line of Interstate Highway 85; thence along the western right-of-way line of Interstate Highway 85, South 1-43-04 West 315.29 feet to a point located in the center of a branch; thence along the center line of said branch as it meanders in a southwesterly direction for six courses as follows: (1) South 68-38-33 West 87.29 feet to a point; (2) South 64-20-58 West 67.72 feet to a point; (3) South 32-38-31 West 60.43 feet to a point; (4) South 6-29-44 East 66.60 feet to a point; (5) South 11-30-31 West 62.48 feet to a point; and (6) South

[illegible]

1730?

EXHIBIT A-1 cont.

31-45-00 West 40.68 feet to a point; thence along the dividing line between Lots Nos. 28 and 30, South 6-43-46 West 165.04 feet to an existing stone adjacent to the Rowan-Cabarrus County line; thence along the line of Ricky E. Rasinger, South 87-20-59 West 131.56 feet to an existing 3/4-inch iron pipe, corner of the City of Concord property (Lake Fisher); thence along two lines of the City of Concord: (1) North 75-07-52 West 1113.17 feet to a tack in an existing 3/4-inch iron pipe; and (2) North 4-51-38 East 518.07 feet to an existing 5/8-inch iron rod, the point of Beginning.

The property hereinabove described was acquired by Grantor by instrument recorded in

Deed Book 738 at page 679 in the Rowan County Registry

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to any and all restrictions, easements and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its board of directors, the day and year first above written.

(Corporate Name)

By ..... President

ATTEST

..... Secretary (Corporate Seal)

D. Keith Wayne (SEAL)

Ann C. Wayne (SEAL)

(SEAL)

(SEAL)

USE BLACK INK ONLY

SEAL-STAMP

NOTARY PUBLIC

Use Black Ink

NORTH CAROLINA, Rowan County.

I, a Notary Public of the County and State aforesaid, certify that D. Keith Wayne and wife, Ann C. Wayne Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 25th day of October, 19 94.

My commission expires: 9-21-95 Jewell J Storey Notary Public

SEAL-STAMP

NORTH CAROLINA, ...County.

I, a Notary Public of the County and State aforesaid, certify that .....

personally came before me this day and acknowledged that ..... he is ..... Secretary of ..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary. Witness my hand and official stamp or seal, this .....day of ..... 19.....

My commission expires: ..... Notary Public

The foregoing Certificate of Jewell J. Storey, Notary Public, Rowan Co., NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and Page shown on the first page hereof.

BOBBIE N. EARNHARDT REGISTER OF DEEDS FOR ROWAN COUNTY

By Frankie Smith Deputy Assistant Register of Deeds

10-28-94

N.C. Bar Assn. Form No. 3 © 1976, Revised 1977

2

EXHIBT A-2

144/150

ROWAN COUNTY OCT 28 94

[redacted] 148.00 TRAN 23

STATE OF NORTH CAROLINA Real Estate Excise Tax

Excise Tax

Book 074 Page 150

'94 OCT 28 PM 4 14

BOBBIE M. EARNHARDT
REG. OF DEEDS
BY [signature], Dpty

Recording Time, Book and Page

Tax Lot No Parcel Identifier No

Verified by County on the day of , 19

by

Mail after recording to

This instrument was prepared by B. S. Brown, Jr., Alexander & Brown, Attys., Kannapolis, NC 28081

Brief description for the Index 36.476 Acres, S/S Moose Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 18th day of October , 19 94 , by and between

GRANTOR	GRANTEE
D. KEITH WAYNE and wife, ANN C. WAYNE, and JAMES M. FITZGIBBONS and wife, JANET B. FITZGIBBONS,	ROWAN COUNTY, A Body Politic

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , China Grove Township, Rowan County, North Carolina and more particularly described as follows:

Being a tract of land lying on the south side of Moose Road in the southeastern corner of the intersection of Moose Road with the western right-of-way line of Interstate Highway 85 consisting of 36.476 acres and being shown on a map entitled "Boundary Survey of Coble and Bagwell Properties" as prepared by Glenn E. Gamble, Registered Surveyor, January 17, 1994, and being more fully described as follows:

BEGINNING at a set iron pipe located at the point where the southern right-of-way line of Moose Road (SR 1308) intersects the western right-of-way line of Interstate Highway 85, this beginning point is located North 28-59-31 West 26.8 feet from a concrete right-of-way monument located in the western right-of-way line of Interstate Highway 85 just south of Moose Road, and runs thence along the western right-of-way line of Interstate Highway 85 South 28-59-31 West 26.80 feet to a concrete right-of-way monument; thence continuing along a spiral chord bearing South 29-14-31 East for 561.58 feet to an existing concrete right-of-way monument; thence continuing along said right-of-way as it curves in a clockwise direction along the arc of a circle having a radius of 3673.72 feet for a distance of 108.47 feet to a set iron pipe; thence continuing along the right-of-way line as it continues to curve in a clockwise direction along the arc of a circle having a radius of 3673.72 feet for a distance of 894.78 feet to a concrete right-of-way monument, corner of Harold Dean Bagwell and Douglas L. Myrick; thence along two

N.C. Bar Assn. Form No. 3 © 1977 Printed by Agreement with the N.C. Bar Association

1220

EXHIBIT A-2 cont.

of Wyrick's lines as follows: (1) South 67-07-46 West 161.43 feet to an iron pipe; and (2) North 85-08-27 West, passing an iron pipe at 142.26 feet, for a total distance of 1249.26 feet to a set iron pipe in the line of the Concord Board of Light and Water Commissioners (City of Concord); thence along the Concord line in three courses as follows: (1) North 04-51-33 East 402.66 feet to an established 3/4-inch iron pipe; (2) North 36-40-09 East 310.48 feet to an established 3/4-inch iron pipe; and (3) North 33-36-52 West 275.50 feet to an established 1-inch iron pipe, corner of Billy Purdue Cochran; thence along Cochran's line, North 06-19-43 East, passing a 1-inch iron pipe at 488.21 feet and a Number Four Reinforcement Bar at 564.23 feet, for a total distance of 604.66 feet to a point near the northern edge of the pavement of Moose Road; thence along Moose Road, South 84-40-28 East 659.81 feet to the point of Beginning.

The property hereinabove described was acquired by Grantor by instrument recorded in

Deed Book 726 at Page 414 in the Rowan County Registry

A map showing the above described property is recorded in Plat Book page .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to any and all restrictions, easements and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors the day and year first above written.

(Corporate Name)

By: President

ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

D. Keith Wayne (SEAL)

Ann C. Wayne (SEAL)

James N. Fitzgibbons (SEAL)

Janet B. Fitzgibbons (SEAL)

(Corporate Name)

By: President

ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

2

EXHIBIT A-2 cont.

NOTARY PUBLIC

NORTH CAROLINA Rowan County

I, a Notary Public of the County and State aforesaid, certify that

D. Keith Wayne and wife, Ann C. Wayne Grantor

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 24th day of October, 19 94

My commission expires 4-27-95 Janell S. Story Notary Public

NOTARY PUBLIC

NORTH CAROLINA Rowan County

I, a Notary Public of the County and State aforesaid, certify that

James M. Fitzgibbons Grantor

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 18th day of October, 19 95

My commission expires 12-14-95 Joan S. Walter Notary Public

SEAL - STAMP

Massachusetts Middlesex County

I, a Notary Public of the County and State aforesaid, certify that

Janet B. Fitzgibbons Grantor

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 26 day of October, 19 94

My commission expires 6/18/99 Notary Public

SEAL - STAMP

NORTH CAROLINA County

I, a Notary Public of the County and State aforesaid, certify that

Grantor

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this day of 19

My commission expires Notary Public

SEAL - STAMP

NORTH CAROLINA County

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal this day of 19

My commission expires Notary Public

SEAL - STAMP

NORTH CAROLINA County

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal this day of 19

Rowan Co. NC

My commission expires Notary Public

The foregoing certificate of Janell S. Story, N.P. Rowan Co., NC, Joan S. Walter, N.P. Rowan Co., NC and Hollis W. Plimpton, N.P. Massachusetts.

is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Bobbie H. Earnhardt
Assist. Clerk

By

REGISTER OF DEEDS FOR Rowan COUNTY

Deputy Assistant/Register of Deeds

10-28-94

3

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this the ____ day of _____, 2021, between the City of Kannapolis, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina (the "City") and the County of Rowan, North Carolina (the "County'), a political subdivision created and existing under the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, the Parties hereto entered into an Interlocal Agreement (the "Agreement") dated the 10th day of May, 2019, relating to the Old Beatty Ford Interchange Project; and

WHEREAS, the Parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE AND IN CONSIDERATION of the premises contained herein, the Parties hereby agree as follows:

1. Article II, "County Contributions and Responsibilities", Section 2.3 "Release of City Debt Obligations" is deleted in its entirety and replaced by the following:

   "Section 2.3 Release of City Debt Obligations. As additional consideration for this agreement and to further support the Infrastructure Extension Project, Rowan County will release the City from its remaining debt obligations described in Section 2.1 of the Stadium Property Transfer Agreement (the "Stadium Debt Release"). The Stadium Debt release shall be executed and recorded upon delivery of an executed copy of the Engineer of Record Certificate of Project Completion for the Infrastructure Extension, subject however, to the provisions of Section 2.4 hereinafter. It is further provided that Rowan will execute a Satisfaction of Security Instrument ("Satisfaction") at the request of City upon occurrence of the following events:

   (a) City enters into a Purchase and Sale Agreement with a third party for the sale of the Stadium Property; and
   (b) City adopts Budget Ordinance for the Infrastructure Extension Project and initiates construction by execution of construction contracts.

   The Satisfaction will expressly provide that the underlying promissory note obligation is not extinguished."

2. Except as specifically provided herein, the remaining portions of the Agreement shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Interlocal Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

By:_____
Michael B. Legg, City Manager

Attest: _____
Bridgette Bell, MMC, NCCMC
City Clerk

[SEAL]

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

_____
Africa Otis
Finance Director
City of Kannapolis, North Carolina

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CITY OF KANNAPOLIS AND COUNTY OF ROWAN, NORTH CAROLINA]

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

ROWAN COUNTY, NORTH CAROLINA

By: _____
_____, County Manager

Attest: _____
Clerk to the Board of Commissioners

[SEAL]

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

_____
Finance Office
County of Rowan, North Carolina

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CITY OF KANNAPOLIS AND COUNTY OF ROWAN, NORTH CAROLINA]

INTERLOCAL AGREEMENT

BETWEEN

CITY OF KANNAPOLIS, NORTH CAROLINA

AND

ROWAN COUNTY, NORTH CAROLINA

Dated as of May 10, 2019

Old Beatty Ford Road Interchange Project

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INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (*"Agreement" or "Interlocal Agreement"*), made and entered into this the 10th day of May, 2019, between the City of Kannapolis, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina (the *"City"*) and the County of Rowan, North Carolina (the *"County"*), a political subdivision created and existing under the laws of the State of North Carolina;

WITNESSETH:

WHEREAS, the City and County equally desire to facilitate the private development of land adjacent and in close proximity to a new Interstate 85 interchange at Old Beatty Ford Road in southern Rowan County approximately one mile from the primary corporate limits of the City; and

WHEREAS, the City and County have collectively determined that there are numerous benefits that will come from public investment of potable water and sanitary sewer extensions (the *"Infrastructure Extension Project"*) to this interchange including but not limited to long-term tax base growth, improved economic conditions in southern Rowan County, additional sales tax generation and job creation; and

WHEREAS, the City intends to extend potable water lines and sanitary sewer lines and related components to an approximately 318 acre site contemplated for a private development investment (the *"High Bridge Site"*); and

WHEREAS, more specifically, Louisiana-based Commercial Properties Realty Trust (*"Developer"*) has secured the rights to purchase the High Bridge Site and has expressed to the City and County its intent to develop the property for a multitude of residential and non-residential purposes contingent upon the successful implementation of a plan for the Infrastructure Extension Project; and

WHEREAS, on August 15, 2011 the City and County entered into an Interlocal Agreement ("Stadium Property Transfer Agreement") which provided that the City would purchase the current minor league baseball stadium and approximately 55.68 acres (the *"Stadium Property"*) from Rowan County for $3,000,000, including certain down payment requirements and 48 annual payments of $62,500; and

WHEREAS, the City currently owes the County $2,687,500 on its obligations in accordance the Stadium Property Transfer Agreement; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the *"Interlocal Act"*), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, as permitted by the Interlocal Act, the County desires to provide assistance to the City for the funding of the Infrastructure Extension Project by participating in both direct funding and by releasing the City of certain obligations of the Stadium Property Transfer Agreement, subject to the limitations, restrictions and conditions set forth in this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the City and the County desire to provide in this Interlocal Agreement for the basis on which the County Contribution will be made, the City and the County do hereby covenant, promise, agree and represent as follows:

ARTICLE I
GENERAL PROVISIONS

SECTION 1.1 Purpose of the Interlocal Agreement. This Interlocal Agreement is being entered into as a means for the County to provide financial assistance to the City in funding the Infrastructure Extension Project by making a payment to the City of $1,000,000 ("Cash Contribution") and by releasing the City from its debt obligations described in Section 2.3 of the Stadium Property Transfer Agreement.

SECTION 1.2 Duration of the Interlocal Agreement. This Interlocal Agreement shall be effective immediately upon its execution by both parties and shall remain in effect until all payment obligations hereunder are satisfied or until it is replaced by a subsequent agreement or terminated by agreement of the parties.

SECTION 1.3 City Annexation. This Interlocal Agreement in its entirety is subject to and contingent upon the annexation of the High Bridge Site into the City of Kannapolis by the North Carolina General Assembly or by other lawful means on or before June 1, 2019. Rowan County will publicly support (via resolution or other method acceptable to the City) the City's pursuit of municipal annexation of the High Bridge Site.

ARTICLE II
COUNTY CONTRIBUTIONS AND RESPONSIBILITIES

SECTION 2.1 Funding Commitment. The County shall remit to the City one-half of the Cash Contribution within 60 days following execution of the Development Agreement described in Section 3.2, and the remaining one-half shall be paid upon delivery of an executed copy of the Engineer of Record Certificate of Project Completion for the Infrastructure Extension Project.

SECTION 2.2 Use of Cash Contribution. The City shall apply the Cash Contribution to pay direct costs of designing and constructing the Infrastructure Extension Project.

SECTION 2.3 Release of City Debt Obligations. As additional consideration for this Agreement and to further support the Infrastructure Extension Project, Rowan County will release the City from its remaining debt obligations described in Section 2.1 of the Stadium Property Transfer Agreement (the "Stadium Debt Release"). The Stadium Debt Release shall be executed and recorded upon delivery of an executed copy of the Engineer of Record Certificate

of Project Completion for the Infrastructure Extension, subject however, to the provisions of Section 2.4 hereinafter.

SECTION 2.4 Excess Proceeds from Sale of the Stadium Property. Any proceeds up to $3,750,000 from the future sale of the Stadium Property shall accrue entirely to the City. Any proceeds greater than $3,750,000 (*"Excess Proceeds"*) will be shared equally between the City and County. Further, the County will commit its share of the Excess Proceeds to match any incentives or other public investments by the City for the purposes of facilitating private sector development of the High Bridge Site as described in Section 2.6 hereinafter. The parties agree to execute and record any document necessary to prefect this obligation.

SECTION 2.5 Release of City Debt Obligations. The contributions described in Section 1.1 and this Article II shall constitute Rowan County's only financial obligation to this Interlocal Agreement except as provided in 2.6 hereinafter.

SECTION 2.6 Future Tax Incentives. County agrees to participate consistent with its adopted policies with the City to provide tax or other financial incentives that are deemed by the parties necessary to attract specific quantities and qualities of job and tax base generating investments on the High Bridge Site. The Excess Proceeds described in Section 2.4 herein above, if any, shall be used, in part, for this purpose. In the event the parties agree that such incentives are desirable and appropriate, the parties shall enter into an agreement at that time further defining respective contributions and responsibilities.

ARTICLE III
CITY RESPONSIBILITIES

SECTION 3.1 City to Financing, Design and Construct. The City and County acknowledge that the County contributions are intended to assist the City in the funding of the Infrastructure Extension Project. The City shall be solely responsible for the financing, design and construction of the Infrastructure Extension Project. Except as otherwise described herein, the City assumes all risk and responsibilities related to its implementation.

SECTION 3.2 Development Agreement. Within 90 days from and after execution of this Interlocal Agreement, it is the intent of the City to negotiate and execute a Development Agreement and/or Utility Extension Agreement (*"Development Agreement"*) with the Developer. The County will not be a party to the proposed Development Agreement. Notwithstanding this intent, in the event a Development Agreement is not executed between the City and the Developer within 180 days from and after the execution of this Agreement, this Agreement is voidable by the County and the County shall have no further obligations to the City under this Interlocal Agreement.

SECTION 3.3 Clawbacks. It is the City's intent to negotiate as part of the Development Agreement certain provisions that establish minimum tax value increase

benchmarks tied to a repayment schedule by the Developer of part of the utility costs. The City intends to require provisions relating to the potential cancellation, recoupment, rescission, payback or similar clawback procedures in the event the Developer fails to achieve the benchmarks. In the event clawback funds are collected it is intended that such funds shall be shared with the County on a pro-rata share of contributions and obligations to Infrastructure Extension Project.

ARTICLE IV
MISCELLANEOUS

SECTION 4.1 Notices. All notices, demands or requests required or permitted to be given pursuant to this Interlocal Agreement shall be given in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid, sent to the respective address as follows:

As to the City: City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081
Attention: City Manager

As to the County: Rowan County
130 West Innes Street
Salisbury, NC 28144
Attention: County Manager

Any party may, however, at any time, change its address for notification purposes by giving to the other parties a notice in the manner herein provided stating the change and setting forth the new address.

SECTION 4.2 Headings. The headings appearing in this Interlocal Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article, section or paragraph of this Interlocal Agreement.

SECTION 4.3 Counterparts. This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart may be appended to any other counterpart.

SECTION 4.4 Modification. No change or modification of, or waiver under, this Interlocal Agreement shall be valid unless it is in writing and signed by duly authorized representatives of the City and the County.

SECTION 4.5 Time is of the Essence. Time is of the essence as to all parts of this Interlocal Agreement.

SECTION 4.6 Rules of Construction. Unless the context otherwise indicates:

(a) Word importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well.

(b) All references to Articles or Sections are references to Articles or Sections of this Agreement.

(c) All references to a "party" or the "parties" are to the parties to this Agreement.

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

SECTION 4.7 Additional Parties. The parties agree that other units of local government(s) may be allowed to join in this effort and become a party to this Agreement, when the entry of such other units of local government(s) will further this effort to accomplish the goals of this Agreement. Any local government seeking to be allowed to participate in this effort, and to be a party to this Agreement, shall be subject to the unanimous approval of the then existing parties.

SECTION 4.8 Nature of Obligation of the Parties. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of a party to this Agreement within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of any party to this Agreement within the meaning of the State Constitution.

SECTION 4.9 Severability. If any provision of this Agreement shall be determined to be unenforceable, such unenforceability shall not affect any other provision of this Agreement.

SECTION 4.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties, and shall not be modified except in writing signed by all the parties.

SECTION 4.11 Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

SECTION 4.12 Liability of Officers and Agents. No officer, agent or employee of any party shall be subject to any personal liability or accountability by reason of the execution of this

Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

[THE REMAINING PORTION OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____
City Manager

Attest: _____
City Clerk

[SEAL]

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

_____
Finance Officer
City of Kannapolis, North Carolina

[SIGNATURE PAGE TO THE INTERLOCAL AGREEMENT BETWEEN
CITY OF KANNAPOLIS, NORTH CAROLINA AND COUNTY OF ROWAN, NORTH CAROLINA]

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

ROWAN COUNTY, NORTH CAROLINA

By: _____
County Manager

Attest: _____
Clerk to the Board of Commissioners

[SEAL]

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

_____
Finance Officer
County of Rowan, North Carolina

[SIGNATURE PAGE TO THE INTERLOCAL AGREEMENT BETWEEN CITY OF KANNAPOLIS, NORTH CAROLINA AND COUNTY OF ROWAN, NORTH CAROLINA]

City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

INVOICE

ORIGINAL COPY

Due upon receipt

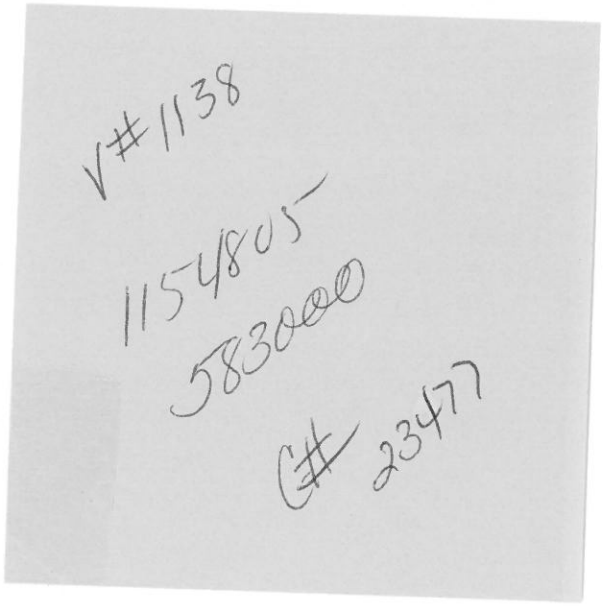
CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
ROWAN COUNTY	06/05/2023	222	$0.00	**06/20/2023**	**$500,000.00**

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
MISC CHARGE KANNAPOLIS CROSSING-ENGINEERING PROJECT COMPLETION	1.00	$500000.000000	EACH	$500,000.00	$0.00	$0.00	$500,000.00

Invoice Total:	$500,000.00

KANNAPOLIS CROSSING-ENGINEERING PROJECT COMPLETION

ANY QUESTIONS CONCERNING THIS INVOICE SHOULD BE DIRECTED TO THE CITY OF KANNAPOLIS FINANCE DEPARTMENT AT 704-920-4380.



DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

INVOICE
Remit Portion

Invoice Date	**06/05/2023**
Invoice Number	**222**
Customer Number	**62**
Amount Paid	
Due Date	**06/20/2023**
Invoice Total Due	**$500,000.00**

Please put invoice number on your check.
Make checks payable to City of Kannapolis.

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144

LKC Engineering
Landscape Architecture
Surveying

Public Water System Project
Engineer Certification Form

By the signature below I certify:

The referenced public water system project was completed in substantial compliance with the approved engineering plans and specifications, including any provisions stipulated in the Department's plan approval letter or authorization to construct letter, and revised only in accordance with the provisions of Rule .0306.

This is a

__X__ Full certification

_____ Partial certification, covering:

This certification is based upon inspections conducted (select one):

____ Daily

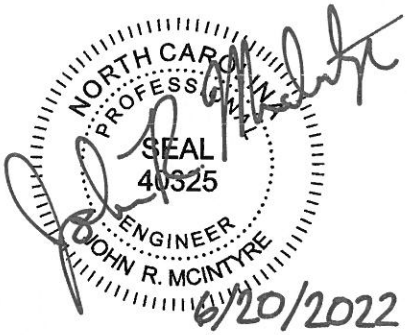
____ Continuously

__X__ Periodically

By (select one):

____ Myself

__X__ Another under my responsible charge



Engineer Signature: _____ Engineer Name: John R. McIntyre

Project Name: Kannapolis Crossing Date: 6/20/2022

Serial No.: 20-00188R1 Water System: City of Kannapolis PWS ID #: NC0180065

LKC Engineering, PLLC, 140 Aqua Shed Court, Aberdeen, North Carolina 28315
PH: 910/420-1437 * FAX: 910/637-0096 * License No. P-1095

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Kannapolis	Owner's Contract No.:	N/A
Contractor:	ELJ, Inc.	Contractor's Project No.:	
Engineer:	LKC Engineering, PLLC	Engineer's Project No.:	Kann-19.01
Project:	Kannapolis Crossing, Off-Site Utilities, Contract 2 – Sewer	Contract Name:	N/A

This ~~[preliminary]~~ [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

March 6th, 2023
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: Jake R. Mahaffey (Authorized signature)	By: Wilmer Melton Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Title: Project Manager	Title: Assistant City Manager	Title: V.P.
Date: 3/31/2023	Date: Apr 3, 2023	Date: 3/31/23

State of North Carolina
Department of Environmental Quality

FINAL CERTIFICATION

Applicant Certification Form

In accordance with 15A NCAC 18C .0303 (c), a signed applicant certification must be submitted to the Department, stating that the Operation and Maintenance (O&M) Plan and the Emergency Management Plan requirements have been satisfied and that the system will have a certified operator as required by Section .1300. No construction, alteration, or expansion of a community or non-transient, non-community public water system shall be placed into final service or made available for human consumption until the applicant has submitted the certification and has received Final Approval from the Department.

Certification must be provided by the following individual or their duly authorized representative:

1. For a corporation, limited liability company, home owner association or non-profit organization: *a president, vice president, secretary, or treasurer.*
2. For a partnership or sole proprietorship: *by a general partner or the proprietor.*
3. For a municipality, State, Federal or other agency: *by either a principal executive officer or ranking elected official.*

By the signature below I certify, under penalty of law:

1. The following actions have been completed for the construction, alteration, or expansion of the water system, as defined in the project documents:
   - I, or personnel under my direct supervision, have completed an O&M Plan and an Emergency Management Plan in accordance with 15A NCAC 18C .0307(d) and (e). Based on my evaluation of the plans, or my inquiry of the person or persons directly responsible for preparing the O&M Plan and Emergency Management Plan, the information contained in the plans is, to the best of my knowledge and belief, true, accurate, and complete.
2. The following actions will be completed before the construction, alteration, or expansion of the water system, as defined in the project documents, is placed into final service or made available for human consumption:
   - In accordance with 15A NCAC 18C .0307(d), the O&M Plan will be made accessible to the operator on duty at all times and available to the Department upon request.
   - In accordance with 15A NCAC 18C .0307(e), the Emergency Management Plan will be made accessible to the system operator on duty at all times and available to the Department upon request.
   - In accordance with 15A NCAC 18C .0303(c), the system will have a certified operator as required by 15A NCAC 18 C. 1300.

Signature: _____ Name(Print): Alex Anderson

Title: Director of Water Resources Date: 6/20/2022

Project Name: Kannapolis Crossing System Name: City of Kannapolis

Serial No: 20-00188R1 Water Sys. ID: NC0180065

Certifications can be sent by mail, fax (919-715-4374), or attachment to an e-mail message to PWSSection.PlanReview@ncdenr.gov

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: Anna Bumgarner; Finance Director

From: Jody Farrow-Bennett, Purchasing Director

Date: 01/19/2023

Subject: Change Order Contract# 23477

Department Comments:

This contract was entered into in 2019 timeframe; therefore, it has already been signed and executed. We still have to pay 2 invoices on this contract so it has been entered to encumber these amounts and us pay against this contract.

Finance Comments:

Funds are available to cover these payments in the FY23 budget.

Acknowledgment from Department Director

J. M. Farrow-Bennett

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

Anna R Bumgarner

INTERLOCAL AGREEMENT

BETWEEN

CITY OF KANNAPOLIS, NORTH CAROLINA

AND

ROWAN COUNTY, NORTH CAROLINA

Dated as of May 10, 2019

Old Beatty Ford Road Interchange Project

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INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (*"Agreement" or "Interlocal Agreement"*), made and entered into this the 10th day of May, 2019, between the City of Kannapolis, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina (the *"City"*) and the County of Rowan, North Carolina (the *"County"*), a political subdivision created and existing under the laws of the State of North Carolina;

WITNESSETH:

WHEREAS, the City and County equally desire to facilitate the private development of land adjacent and in close proximity to a new Interstate 85 interchange at Old Beatty Ford Road in southern Rowan County approximately one mile from the primary corporate limits of the City; and

WHEREAS, the City and County have collectively determined that there are numerous benefits that will come from public investment of potable water and sanitary sewer extensions (the *"Infrastructure Extension Project"*) to this interchange including but not limited to long-term tax base growth, improved economic conditions in southern Rowan County, additional sales tax generation and job creation; and

WHEREAS, the City intends to extend potable water lines and sanitary sewer lines and related components to an approximately 318 acre site contemplated for a private development investment (the *"High Bridge Site"*); and

WHEREAS, more specifically, Louisiana-based Commercial Properties Realty Trust (*"Developer"*) has secured the rights to purchase the High Bridge Site and has expressed to the City and County its intent to develop the property for a multitude of residential and non-residential purposes contingent upon the successful implementation of a plan for the Infrastructure Extension Project; and

WHEREAS, on August 15, 2011 the City and County entered into an Interlocal Agreement ("Stadium Property Transfer Agreement") which provided that the City would purchase the current minor league baseball stadium and approximately 55.68 acres (the *"Stadium Property"*) from Rowan County for $3,000,000, including certain down payment requirements and 48 annual payments of $62,500; and

WHEREAS, the City currently owes the County $2,687,500 on its obligations in accordance the Stadium Property Transfer Agreement; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the *"Interlocal Act"*), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, as permitted by the Interlocal Act, the County desires to provide assistance to the City for the funding of the Infrastructure Extension Project by participating in both direct funding and by releasing the City of certain obligations of the Stadium Property Transfer Agreement, subject to the limitations, restrictions and conditions set forth in this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the City and the County desire to provide in this Interlocal Agreement for the basis on which the County Contribution will be made, the City and the County do hereby covenant, promise, agree and represent as follows:

ARTICLE I
GENERAL PROVISIONS

SECTION 1.1 Purpose of the Interlocal Agreement. This Interlocal Agreement is being entered into as a means for the County to provide financial assistance to the City in funding the Infrastructure Extension Project by making a payment to the City of $1,000,000 ("Cash Contribution") and by releasing the City from its debt obligations described in Section 2.3 of the Stadium Property Transfer Agreement.

SECTION 1.2 Duration of the Interlocal Agreement. This Interlocal Agreement shall be effective immediately upon its execution by both parties and shall remain in effect until all payment obligations hereunder are satisfied or until it is replaced by a subsequent agreement or terminated by agreement of the parties.

SECTION 1.3 City Annexation. This Interlocal Agreement in its entirety is subject to and contingent upon the annexation of the High Bridge Site into the City of Kannapolis by the North Carolina General Assembly or by other lawful means on or before June 1, 2019. Rowan County will publicly support (via resolution or other method acceptable to the City) the City's pursuit of municipal annexation of the High Bridge Site.

ARTICLE II
COUNTY CONTRIBUTIONS AND RESPONSIBILITIES

SECTION 2.1 Funding Commitment. The County shall remit to the City one-half of the Cash Contribution within 60 days following execution of the Development Agreement described in Section 3.2, and the remaining one-half shall be paid upon delivery of an executed copy of the Engineer of Record Certificate of Project Completion for the Infrastructure Extension Project.

SECTION 2.2 Use of Cash Contribution. The City shall apply the Cash Contribution to pay direct costs of designing and constructing the Infrastructure Extension Project.

SECTION 2.3 Release of City Debt Obligations. As additional consideration for this Agreement and to further support the Infrastructure Extension Project, Rowan County will release the City from its remaining debt obligations described in Section 2.1 of the Stadium Property Transfer Agreement (the "Stadium Debt Release"). The Stadium Debt Release shall be executed and recorded upon delivery of an executed copy of the Engineer of Record Certificate

of Project Completion for the Infrastructure Extension, subject however, to the provisions of Section 2.4 hereinafter.

SECTION 2.4 Excess Proceeds from Sale of the Stadium Property. Any proceeds up to $3,750,000 from the future sale of the Stadium Property shall accrue entirely to the City. Any proceeds greater than $3,750,000 (*"Excess Proceeds"*) will be shared equally between the City and County. Further, the County will commit its share of the Excess Proceeds to match any incentives or other public investments by the City for the purposes of facilitating private sector development of the High Bridge Site as described in Section 2.6 hereinafter. The parties agree to execute and record any document necessary to prefect this obligation.

SECTION 2.5 Release of City Debt Obligations. The contributions described in Section 1.1 and this Article II shall constitute Rowan County's only financial obligation to this Interlocal Agreement except as provided in 2.6 hereinafter.

SECTION 2.6 Future Tax Incentives. County agrees to participate consistent with its adopted policies with the City to provide tax or other financial incentives that are deemed by the parties necessary to attract specific quantities and qualities of job and tax base generating investments on the High Bridge Site. The Excess Proceeds described in Section 2.4 herein above, if any, shall be used, in part, for this purpose. In the event the parties agree that such incentives are desirable and appropriate, the parties shall enter into an agreement at that time further defining respective contributions and responsibilities.

ARTICLE III
CITY RESPONSIBILITIES

SECTION 3.1 City to Financing, Design and Construct. The City and County acknowledge that the County contributions are intended to assist the City in the funding of the Infrastructure Extension Project. The City shall be solely responsible for the financing, design and construction of the Infrastructure Extension Project. Except as otherwise described herein, the City assumes all risk and responsibilities related to its implementation.

SECTION 3.2 Development Agreement. Within 90 days from and after execution of this Interlocal Agreement, it is the intent of the City to negotiate and execute a Development Agreement and/or Utility Extension Agreement (*"Development Agreement"*) with the Developer. The County will not be a party to the proposed Development Agreement. Notwithstanding this intent, in the event a Development Agreement is not executed between the City and the Developer within 180 days from and after the execution of this Agreement, this Agreement is voidable by the County and the County shall have no further obligations to the City under this Interlocal Agreement.

SECTION 3.3 Clawbacks. It is the City's intent to negotiate as part of the Development Agreement certain provisions that establish minimum tax value increase

benchmarks tied to a repayment schedule by the Developer of part of the utility costs. The City intends to require provisions relating to the potential cancellation, recoupment, rescission, payback or similar clawback procedures in the event the Developer fails to achieve the benchmarks. In the event clawback funds are collected it is intended that such funds shall be shared with the County on a pro-rata share of contributions and obligations to Infrastructure Extension Project.

ARTICLE IV
MISCELLANEOUS

SECTION 4.1 Notices. All notices, demands or requests required or permitted to be given pursuant to this Interlocal Agreement shall be given in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid, sent to the respective address as follows:

As to the City: City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081
Attention: City Manager

As to the County: Rowan County
130 West Innes Street
Salisbury, NC 28144
Attention: County Manager

Any party may, however, at any time, change its address for notification purposes by giving to the other parties a notice in the manner herein provided stating the change and setting forth the new address.

SECTION 4.2 Headings. The headings appearing in this Interlocal Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article, section or paragraph of this Interlocal Agreement.

SECTION 4.3 Counterparts. This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart may be appended to any other counterpart.

SECTION 4.4 Modification. No change or modification of, or waiver under, this Interlocal Agreement shall be valid unless it is in writing and signed by duly authorized representatives of the City and the County.

SECTION 4.5 Time is of the Essence. Time is of the essence as to all parts of this Interlocal Agreement.

SECTION 4.6 Rules of Construction. Unless the context otherwise indicates:

(a) Word importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well.

(b) All references to Articles or Sections are references to Articles or Sections of this Agreement.

(c) All references to a "party" or the "parties" are to the parties to this Agreement.

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

SECTION 4.7 Additional Parties. The parties agree that other units of local government(s) may be allowed to join in this effort and become a party to this Agreement, when the entry of such other units of local government(s) will further this effort to accomplish the goals of this Agreement. Any local government seeking to be allowed to participate in this effort, and to be a party to this Agreement, shall be subject to the unanimous approval of the then existing parties.

SECTION 4.8 Nature of Obligation of the Parties. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of a party to this Agreement within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of any party to this Agreement within the meaning of the State Constitution.

SECTION 4.9 Severability. If any provision of this Agreement shall be determined to be unenforceable, such unenforceability shall not affect any other provision of this Agreement.

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SECTION 4.12 Liability of Officers and Agents. No officer, agent or employee of any party shall be subject to any personal liability or accountability by reason of the execution of this

Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

[THE REMAINING PORTION OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____
City Manager

Attest: _____
City Clerk

[SEAL]

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

_____
Finance Officer
City of Kannapolis, North Carolina

[SIGNATURE PAGE TO THE INTERLOCAL AGREEMENT BETWEEN CITY OF KANNAPOLIS, NORTH CAROLINA AND COUNTY OF ROWAN, NORTH CAROLINA]

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

ROWAN COUNTY, NORTH CAROLINA

By: _____
County Manager

Attest: _____
Clerk to the Board of Commissioners

[SEAL]

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

_____
Finance Officer
County of Rowan, North Carolina

[SIGNATURE PAGE TO THE INTERLOCAL AGREEMENT BETWEEN CITY OF KANNAPOLIS, NORTH CAROLINA AND COUNTY OF ROWAN, NORTH CAROLINA]

1/JD

Doc ID: 014859760001 Type: CRP
Recorded: 11/01/2021 at 11:50:01 AM
Fee Amt: $0.00 Page 1 of 1
Revenue Tax: $0.00
Rowan, NC
J. E. Brindle Register of Deeds
BK 1387 PG 636

Drawn by and return to Walter M. Safrit, II, City Attorney, City of Kannapolis, 401 Laureate Way, Kannapolis North Carolina

SATISFACTION OF SECURITY INSTRUMENT
(G.S. 45-36.10; G.S. 45-37(a)(7))

The undersigned is now the secured creditor in the security instrument identified as follows:

Type of Security Instrument: Deed of Trust

Original Grantor(s): City of Kannapolis, North Carolina

Original Secured Party(ies): County of Rowan, North Carolina

Recording Data: The Deed of Trust is recorded in Book 1192 at Page 508 in the office of the Register of Deeds for Rowan County, North Carolina.

This Satisfaction terminates the effectiveness of the Deed of Trust but does not extinguish the underlying promissory note obligation secured by the instrument.

Date: 10/28/2021

Rowan County, North Carolina

By: _____
its Chairman

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid, certify that Gregory C. Edds personally came before me this day and acknowledged that he is the Chairman of Rowan County, North Carolina, a body politic created under the laws of the State of North Carolina, and that by authority duly given and as the act of such entity he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 28th day of October, 2021.

My Commission Expires: 11/13/2021

Carolyn P Barger
Notary Public

[Notarial Seal]

CAROLYN BARGER
NOTARY PUBLIC
Rowan County, North Carolina
My Commission Expires 11/13/2021

Drawn by and return to Walter M. Safrit, II, City Attorney, City of Kannapolis, 401 Laureate Way, Kannapolis North Carolina

SATISFACTION OF SECURITY INSTRUMENT
(G.S. 45-36.10; G.S. 45-37(a)(7))

The undersigned is now the secured creditor in the security instrument identified as follows:

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Original Grantor(s): City of Kannapolis, North Carolina

Original Secured Party(ies): County of Rowan, North Carolina

Recording Data: The security instrument is recorded in Book 1192 at Page 508 in the office of the Register of Deeds in Rowan County, North Carolina.

This Satisfaction terminates the effectiveness of the security instrument and extinguishes the underlying obligation secured by the instrument.

Date: _____

Rowan County, North Carolina

By: _____

Its: _____

State of North Carolina
County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of Rowan County, North Carolina, a body politic created under the laws of the State of North Carolina, and that by authority duly given and as the act of such entity he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20___.

My Commission Expires:_____ _____
Notary Public

[Notarial Seal]

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, Micah Ennis, Social Services Director

DATE: 10/2/2023

SUBJECT: Request to accept GRANT AWARD from First United Church of Christ Foundation for DSS's Rowan One Church One Child

---

Rowan One Church One Child received notification that they were awarded $1,000 in grant funds from the First United Church of Christ Foundation of Salisbury, NC.

Recommendation:

- Approve the County to accept the $1,000 grant from the First United Church of Christ Foundation on behalf of Rowan One Church One Child.

ATTACHMENTS:

1. Award Notification
2. First UCC Grant 2023

Subject: Grant Acceptance
Date: Monday, September 18, 2023 at 2:16:34 PM Eastern Daylight Time
From: Beaver, Donna I
To: Kitalong-Will, Ann M
Attachments: image001.jpg, image002.png

Hi Ann,

I hope you're having a good day. Please see the email below from the First UCC Foundation. ROCOC was awarded a $1000 grant from the foundation. Can we get this on the commissioner's agenda, so I can accept the award on November 5th?

Thank you.

Donna Beaver
Social Worker III
Placement Coordinator
ROCOC Program Coordinator
Rowan County Department of Social Services
1813 E Innes St
Salisbury, NC 28146
704-267-7996



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From: Julie Hlavacek <julie.hlavacek@gcsagents.com>
Sent: Monday, September 18, 2023 2:11 PM
To: Beaver, Donna I <Donna.Beaver@rowancountync.gov>

Subject: First United Church of Christ Foundation

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

Date: September 18, 2023

Attn: Donna Beaver

Re: 2023 Awards service and Recognition – Rowan One Church One Child Ministry

On behalf of the First UCC congregation, our Foundation is pleased to award $1,000 as part of our annual disbursements. Congratulations!

We will recognize the recipients at our 11:00am service on November 5, 2023. Please let Sue (office@1stucc.org) or myself know who will be accepting the award on your behalf. As we have done in the past, Foundation For The Carolinas will electronically send your organization the money. Your organization's name will be recognized in all our social media outlets.

Please contact Sue Legendre at office@1stucc.org with any questions or acknowledgements.

This award is specific to your application and serves God and humanity. Again, congratulations and we look forward to hearing more about your fine work.

Feel free to post or share this award to your organization's network.

Sincerely,



First United Church of Christ Foundation

Attn. First United Church of Christ
207 W Horah Street, Salisbury NC 28144

Application for Funds

Eligibility:

Be a non-profit organization or the local United Church of Christ, its youth ministries and other creative expressions of the Christian Gospel through the Church.

Organization: Rowan One Church One Child Ministry

Location: Rowan County Department of Social Services 1813 E Innes St Salisbury, NC 28146

Contact Person/Phone Number: Donna Beaver 704-267-7996

Address: Rowan County Department of Social Services
1813 E Innes St
Salisbury, NC 28146

email: donna.beaver@rowancountync.gov

Organization Mission/Purpose (May enclose supporting materials):
The Rowan One Church One Child Ministry (ROCOC) is a partnership between Rowan County Department of Social Services (RCDSS) and 81 Rowan churches and 2 Rowan civic organizations. ROCOC unites RCDSS, the faith community, foundations, citizens, and other community partners seeking to improve the lives of Rowan County children and teens, keep birth families intact, assist relative caregivers, and assist in providing stable home environments for Rowan County youth. ROCOC serves families from all races, ethnicities, and social backgrounds.

Member congregations are part of the following denominations: AME Zion, Baptist, Christian Methodist Episcopal, Church of God, Episcopal, Lutheran, Presbyterian, Independent Congregations, Seventh Day Adventist, United Church of Christ, and United Methodist. Civic organizations include the Woodleaf Civitan Club and the Salisbury Kiwanis Club.

ROCOC provides, free of charge, to birth parents or caregivers the following items for children and teens who are active clients of the RCDSS Children's Services Division or Work First Family Assistance participants.

- Beds (twin, toddler, cribs, mattresses, pack and plays, bunk beds)
- Bedding
- Diapers and Wipes
- Car Seats
- Used Appliances
- Dressers, or Other Storage Units
- Pest Control Services
- Window Air Conditioners, Fans, Portable Heaters
- Bookbags and School Supplies
- Personal Hygiene Items
- Gift Cards for Clothing, Gas, and Food

The ROCOC Ministry began in 2006 when several RCDSS social workers and leadership developed a plan to fill an important community need. The social workers realized that providing safety needs for children and teens could often keep them in homes with their birth families or in other familial homes and avoid moving children and teens into the foster care system. In 2006, there were very few resources in the community to provide these essential living and safety needs for families. The ROCOC Ministry was formed to provide these critical needs for Rowan County children and families.

The ROCOC Ministry currently works with 83 community partners to provide life essential needs for Rowan County children who are victims of neglect, abuse, dependency, and/or poverty. Large items, like beds, car seats, and dressers, are ordered and delivered directly to family homes. Up until May of 2023, ROCOC operated an assistance center at 1312 N Main Street in Salisbury. With a referral from a family's social worker, families could visit the center once monthly to get clothing, shoes, underwear and socks, personal hygiene items, diapers and wipes, household items, toys, and books. The center had operated at the site free of charge since 2010. Sadly, when new owners bought the property, they required a rental payment that ROCOC was unable to pay. All funds received for ROCOC have always been used to assist families, and Rowan County DSS staff and ROCOC Advisory Board members want to continue our tradition of using all funds for Rowan County families. Even though losing the assistance center presented a stumbling block for the ministry, ROCOC continues to assist families in new ways.

During the last fiscal year, July 2022-June 2023, ROCOC assisted 555 children. Some of them were assisted multiple times. During the last fiscal year, ROCOC spent over $14,000 more on families than the previous fiscal year. Inflation has had a huge impact on low-income families, creating a larger need for life essential items. The closing of the ROCOC Assistance Center caused a larger expense for clothing, personal hygiene items, and household goods. Previously, these items were donated to the center by community partners. Presently, ROCOC does not have adequate storage space to accept these in-kind donations. Therefore, we are purchasing these things for families. Our partners have truly stepped up to help. Church donations increased over $1000 during the 2022-2023 fiscal year compared to 2021-2022., and organization donations more than doubled. Financial statements from the last 2 fiscal years are included with this application.

In the past, ROCOC has relied on in-kind and financial donations. Moving forward without the ROCOC Assistance Center, financial donations will be increasingly important to ROCOC's mission to assist families.

Donna Beaver, a social worker at RCDSS, is the ROCOC Program Coordinator. She is supported by other RCDSS staff members and the ROCOC Advisory Board.

ROCOC normally holds a spring Celebration Banquet to honor church pastors, church coordinators, advisory board members, and volunteers. Due to the COVID pandemic, the banquet was cancelled in 2020, 2021, and 2022. In April of 2023, the Celebration Banquet was held again with over 80 community partners in attendance. A RCDSS Social Worker spoke about her experiences as a foster and adoptive parent and about the many ways that ROCOC has assisted her clients over the years. A smaller fall banquet was also held in October of 2022 to provide an update on the work of ROCOC with community partners.

Donna Beaver actively seeks opportunities to share the mission and work of ROCOC with the community. She seeks to increase community awareness of the needs of Rowan County children and families and to recruit new partners. Mrs. Beaver meets individually with pastors, church members, and organization sponsors to expand program capacity.

The ROCOC Advisory Board consists of six permanent RCDSS staff members (Donna Beaver, Adoptions Unit Supervisor, Children's Services Program Administrator, Children's Services Program Manager, RCDSS Director, and a RCDSS Social Worker). Nine other members are appointed from the community and serve two-year terms. The Advisory Board meets three times yearly and reviews reports regarding donations and families assisted, provides input on program policies, assists in planning and execution of annual banquets, and educates the community about the work of ROCOC and the needs of Rowan County families.

Each of the 83 community partners chooses a ROCOC coordinator who serves as a liaison between RCDSS/ROCOC and the church/organization. The coordinator provides ROCOC information to members throughout the year and coordinates at least one project during the year to support ROCOC. Coordinators also attend the spring and fall banquets. ROCOC provides printed materials and resources, including a monthly newsletter, to coordinators.

Use of Requested Funds: Funds received from the First United Church of Christ Foundation will be used specifically to purchase gift cards for families. Since the beginning of July of 2023, ROCOC spent $1940 on gift cards that we provide to families for needs like gas, groceries, baby formula, and children's clothing. Since the assistance center is closed, these gift cards are essential as ROCOC continues to help Rowan County children and teens.

Funding Requested and How Funds will be Monitored: ROCOC is requesting $5000 from the First United Church of Christ Foundation. We will use the funds to purchase gift cards for families. All purchases are entered on the ROCOC ledger which is audited monthly by RCDSS accounting staff and once yearly by an outside agency. When social workers see family needs, they send a referral form listing the family's needs to Donna Beaver. The request is then approved by RCDSS Children's Services Program Manager, Josh Stutts, before gift cards are provided to families. The cards are sometimes given to families to allow them to purchase their needs. Sometimes, social workers use the cards to make purchases for families. Social workers follow up with families to verify that the cards were used appropriately. Spreadsheets are used to monitor when families receive cards to insure no duplication of services. Spreadsheets are also used to keep track of the number of children being assisted by all ROCOC funding.

$:$5000

Other Comments/Suggestions: RCDSS and ROCOC will appreciate any funding amount offered by the First United Church of Christ Foundation. If you have any questions or need clarification, please contact Donna Beaver at 704-267-7996.

Applications due August 14, 2023, to above address.
Applicants to be notified by September 20, 2023.
Presentations will be made in October 2023. (TBD)

ROCOC FINANCIAL STATEMENT 2021-2022

INCOME

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

EXPENSES

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

FINANCIAL STATEMENT JULY 2022-JUNE 2023

INCOME

Church Donations	$12,680.65
First UCC Grant	$1000
Salisbury Rowan Community Foundation Grant	$0 – did not receive until July 2023
Robertson Foundation Grant	$10,000
Woodson Foundation Grant	$10,000
Individual Donations	$4044
Organization Donation	$1800
Pull from Ledger Balance	$4029.08
Total	**$43,553.73**

EXPENSES

Beds & Mattresses	$27,918.85
Used Appliances	$1768.59
Car Seats	$1212.18
Supplies for the Center	$0
Pest Control	$1719.58
Strollers	$778.98
Utilities/Rent	$439.67
Furniture	$2987.58
Food	$1075.25
Formula	$412.19
Gas	$300
Other – cleaning supplies, dipaers/wipes, clothes, shoes, household goods, personal hygiene items, baby gates, booster seats, haircuts, smoke detectors, computer, baby needs, locks & lockboxes,	$4940.86
Total	**$43,553.73**
Fund Balance as if 6/30/2023	**$72,047.77**



ONE CHURCH CHILD
ROWAN COUNTY



MINISTRY PROJECT IDEA

Since the ROCOC Assistance Center is no longer open, our DSS staff and ROCOC Advisory Board members have been brainstorming to find easy projects that our partners can do to benefit ROCOC. One idea is to collect baby items and diaper bags. Recently, Rowan DSS took several newborn babies into custody. These babies left the hospital with nothing. We were able to provide for these babies recently, but we want to have a plan of support for newborns going forward. If your church/organization is looking for a project, we suggest that you collect diaper bags or other small tote bags with the following items:

- 7 onesies
- Several receiving blankets
- Several baby towels and wash cloths
- Baby wash
- Baby wipes
- Diaper cream
- Anything else that a newborn might need



We will keep these bags at DSS for newborn babies coming into custody. When foster or kinship providers take the baby home from the hospital, they'll have some things to help out for at least a week. We always keep diapers here at DSS, so we'll make sure that the families have diapers, too. The bags can be unisex, male, or female.

If your church/organization is interested in this project, call Donna Beaver at 704-267-7996 to schedule a time to drop off the bags.

If you have any other ministry ideas, please call Donna Beaver. Your ideas are always welcome!

Welcome Beverly Dupree!

Beverly is our Rowan County DSS Foster Care and Adoption Unit's new supervisor. She is also our newest ROCOC Advisory Board member. Beverly brings loads of experience and knowledge to the board. We are grateful for her service!



CURRENT ROCOC NEEDS

- Walmart Gift Cards ($30 values are best, but we will take cards in any value.)
- Baby Wipes
- Personal Hygiene Items (soap, deodorant, shampoo, etc)

We can store these items at DSS. If you want to donate items, please call Donna Beaver at 704-267-7996 to schedule a time for drop-off.



ROCOC assisted 54 kids in June!

FINANCIAL DONATIONS

Financial donations are always needed. This is how your donations can help.

- $25 will purchase bed sheets and pillows for a twin bed.
- $50 will purchase a crib or toddler bed mattress.
- $75 will purchase a twin bed frame.
- $100 will purchase a twin mattress.
- $500 will purchase approximately 3 twin beds & mattresses.
- $1000 will purchase approximately 6 twin beds & mattresses.

We also purchase cribs, pack and plays, fans, window air conditioners, pest control services, car seats, and other items for kids and families.

Checks should be made payable to:

Rowan County DSS with ROCOC in the memo line.

Mail payments to:

Rowan County DSS
1813 E Innes St
Salisbury, NC 28146





It is the policy of Department of Health and Human Services to provide services, care, benefits, and assistance to all qualified persons without regard to race, color, national origin, sex, religion, age, disability, or political beliefs.

How do I get involved in meeting the needs of Rowan County children and families?

CONTACT:

Donna Beaver
Placement Coordinator
One Church One Child Program Coordinator
Department of Social Services
1813 E. Innes St
Salisbury, NC 28146
704 – 267-7996
donna.beaver@rowancountync.gov
www.rowancountync.gov/rococ

Return the ROCOC Registration form to Donna Beaver:

Church Name _____
Pastor _____
Email _____
Mailing Address _____
_____
_____
Phone Number _____

_____
Coordinators Name _____
_____
Email _____
Mailing Address _____
_____
_____
Phone Number _____

Rowan County DSS One Church

ONE CHURCH CHILD
ROWAN COUNTY

One Child

JOIN US IN OUR MISSION TO ASSIST ROWAN COUNTY CHILDREN AND FAMILIES

www.rowancountync.gov/rococ
donna.beaver@rowancountync.gov

Telephone
704-267-7996



Program Mission

The Rowan County "One Church, One Child" Ministry is a mission/ outreach Ministry between Rowan County Department of Social Services and Rowan County churches, community organizations, and community partners that:

- Meets the life essential needs of Rowan County children, teenagers, and birth parents receiving Child Protective, Foster Care, or WFFA Services.
- Supports relatives who provide care for children in foster care or relative children placed away from their birth home.
- Informs worshippers about the needs of Rowan County children and families who need assistance and support.



Commitment of Member Churches

The church will:

- Recruit a church coordinator to be the liaison/contact between the church and DSS. The coordinator is asked to attend leadership meetings at member churches.
- Sponsor one or more projects or educational programs during the year.
- Keep the message about the needs of children and families before the congregation throughout the year.

Rowan County DSS will:

- Train and support church coordinators.
- Provide program speakers at the church's request.
- Coordinate communication among member churches and conduct meetings for church coordinators and pastors.
- Provide special recognition for member churches.

Give a financial gift to the ROCOC Assistance Fund.

All donated funds are used to assist the children and teens that we serve to purchase: cribs, toddler and twin beds, mattresses, chest of drawers, used appliances and other life essential items.

Give a gift to the ROCOC Ministry Child Assistance Fund
In memory or in honor of someone.

An acknowledgement letter of your gift will be sent to whomever you specify.

Please make checks payable to RCDSS. In the memo line write ROCOC.

Your donation may be mailed to

Rowan County Department of Social Services
1813 E. Innes St.
Salisbury, NC 28146

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: 10/2/2023
SUBJECT: Memorandum of Agreement North Carolina A&T State University Cooperative Extension

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The North Carolina Cooperative Extension allows North Carolina State Extension and North Carolina A&T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education, and expertise. To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision-makers at each level of government understand their respective responsibilities and relationships and the mutually agreed-upon responsibilities of North Carolina A&T State University and Rowan County that signs this Memorandum of Agreement.
The purpose of the procedure is to provide a mechanism whereby funds can be transferred from Rowan County to NC A&T State University for use in paying the salary and benefits to Cooperative Extension employees of said county and NC A&T State University for a single monthly paycheck.

Recommend the Board of Commissioners sign and adopt the Memorandum of Agreement with NC A&T State University.

ATTACHMENTS:
1. Rowan County- 2023 Shelby Carroll

MEMORANDUM OF AGREEMENT

Between

The North Carolina Cooperative Extension Program/North Carolina Agricultural and Technical State University

and

Rowan County

The Memorandum of Agreement is to provide for the establishment of a procedure at North Carolina Agricultural and Technical State University to be of service to **Rowan County** in a payroll program that places **Shelby Carroll** who is employed with the North Carolina Cooperative Extension Program (either jointly or entirely paid by said county) under one payroll system. The State Auditor and Auditors of the agencies shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute §147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. **Rowan County**, hereinafter designated as said county, and the North Carolina Cooperative Extension Program/North Carolina Agricultural and Technical State University, hereinafter designated NCA&TSU, shall adhere to the following provisions:

1. Purpose of Procedure – The purpose of the procedure is to provide a mechanism whereby funds can be transferred from **Rowan County** to NCA&TSU for use in paying the salary and benefits to Cooperative Extension employees of said county and NCA&TSU in a single monthly paycheck.

2. Procedure for Providing Funds to the Account – NCA&TSU's Contracts and Grants Office will bill said county for their portion of the gross amount of the monthly payroll and proportionate benefits related to the county employee. Upon receipt of the invoice, the said county will reimburse the specified amount to NCA&TSU. In lieu of receiving paper checks, said county may complete and return a State Treasurer's Electronic Payment System (STEPS) form with the Memorandum of Agreement to establish an electronic reimbursement process.

3. Administration of the Funds – The funds will be maintained in accordance with NCA&TSU accounting policies and procedures.

4. Employee Benefits – Affected employees will participate in the North Carolina Retirement System and accompanying North Carolina Disability Income Plan. They also will be eligible for NCA&TSU employee benefits for which they are entitled. Affected employees will follow NCA&TSU's personnel policies and procedures. Leave maintenance will be administered entirely by the NCA&TSU. Said county will be responsible for providing their proportional share of benefits.

North Carolina A&T State University does not discriminate on the basis of age, color, disability, sex, pregnancy, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, veteran status, National Guard or any other basis protected by law.

Cooperative Extension at
North Carolina Agricultural and
Technical State University

Coltrane Hall
1601 East Market Street
Greensboro, NC 27411

P.O. Box 21928
Greensboro, NC 27420

Phone 336-334-7956
Fax 336-256-0810

a. County may indicate below their desire to provide monies to Cooperative Extension employees for payment of an employer matching benefit for the NC 401(k) or other tax deferred programs. These monies will be paid in a lump sum on an annual basis and will not be included in the monthly base salary. Official notification in writing from said County of the lump sum dollar amount to be paid to each employee will be processed for payment and billed to the County for reimbursement to NCA&TSU.

Rowan County Yes ☐ No ☐

b. County may indicate below if they desire to "lock-in" their proportional salary funding percentage which will apply throughout the course of this Memorandum of Agreement. Indicating "yes" will provide future salary compensation for Cooperative Extension employees as approved by the Legislature and implemented by the Office of the President, North Carolina University System. These compensation components include but are not limited to: cost of living adjustments (COLA), merit adjustments, bonuses (in any form conveyed), and promotions and/or reclassification adjustments.

Rowan County Lock-In: Yes ☐ No ☐

5. Budget and Support – Current Proportional Salary Funding Agreement

Rowan County Percentage:	50.00%
North Carolina A&T State University Percentage:	50.00%

Signatures of the persons below authorize the execution of the Memorandum of Agreement, commencing on **August 7th, 2023** and continuing year-to-year. This Agreement may be terminated at any time by providing no less than sixty (60) days written notice.

Signed:

_____ _____
Rowan County Manager Date

_____ _____
Clerk to Board Date

_____ _____
Administrator, North Carolina Cooperative Extension Program, North Carolina A&T State University Date

_____ _____
Vice-Chancellor for Business & Finance
North Carolina A&T State University Date

North Carolina A&T State University does not discriminate on the basis of age, color, disability, sex, pregnancy, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, veteran status, National Guard or any other basis protected by law.

Cooperative Extension at North Carolina Agricultural and Technical State University
Coltrane Hall 1601 East Market Street Greensboro, NC 27411
P.O. Box 21928 Greensboro, NC 27420
Phone 336-334-7956 Fax 336-256-0810

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: 10/2/2023
SUBJECT: Memorandum of Agreement North Carolina State University Extension and Rowan County Board of Commissioners

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To ensure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision-makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed upon responsibilities of North Carolina State University and Rowan County.

The last signed memorandum we found was from 1985

The new Memorandum Includes:
Cover sheet with NC State Extension logo
Preamble
Part 1 – What extension will do
Part II – What County Commissioners Will Do
Part III – What we will mutually do
Part IV – Signatures, termination, duration, etc.
Wet Signatures Required

Sign and adopt the Memorandum of Agreement.

ATTACHMENTS:
1. Rowan County MOA 2023
2. Rowan MOA Addendum 2023

NC STATE EXTENSION

Memorandum of Agreement

Between
The Board of County Commissioners
Rowan County
And
North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.

2. Receive and examine applications for employment.

3. Interview and screen applicants to determine their qualifications and availability.

4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.

5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).

6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.

7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.

8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.

9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.

10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.

11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.

13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.

14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.
The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.

2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).

3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.

4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.

5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.
NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.

2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.

3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.

5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.

6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.

7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.

ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:

1. Employer contributions to all applicable Federal and State taxes.

2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.

3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and

a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:

i. All County Extension Directors and Extension Agents; and

ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).

2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.

4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel. At their discretion, Counties may award additional permanent salary increases or one-time pay awards (“bonuses”) to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

   Across-the-board adjustments,
   Cost-of-living adjustments (COLA),
   Merit adjustments,
   Bonuses (in any form conveyed), and
   Promotion, classification, market, or equity adjustments.

   Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.
DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: _____ Date: _____

Chairperson or Designee Board of County Commissioners
Rowan County

Signature: _____ Date: _____

Director
North Carolina Cooperative Extension
North Carolina State University

Signature: _____ Date: _____

Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____

NC STATE
EXTENSION

Addendum to Memorandum of Agreement
Rowan County

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Rowan County as of August 14, 2023.

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director – Agriculture/Horticulture	**50**	**50**
Agent – 4-H Youth Development	**50**	**50**
Administrative Assistant	**50**	**50**
Agent – Livestock/Row Crops	**40**	**60**
Agent – Family and Consumer Sciences	**66**	**34**
Support Specialist	**100**	**0**
Agent – Ag Natural Resources (NC A &T)	**50**	**0**
Program Assistant – EFNEP	**0**	**100**

County Ag Add-On = .6

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.

Addendum to the Memorandum of Agreement
Change to Payroll Arrangement for Rowan County

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

Non Lock-In Provisions of the Cooperative Arrangement

Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.

~~1.~~2. Salary Adjustments for Extension Employees under the Non Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
Cost-of-living adjustments (COLA),
Merit adjustments,
Bonuses (in any form conveyed), and
Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

_____ Change from Lock-In Provision to Non Lock-in (formerly known as Send In)

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on _____, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective _____ (*date*), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

Chairperson or Designee – Board of County Commissioners

Signature: _____ Date: _____

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature: _____ Date: _____

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: 10/2/2023
SUBJECT: Woodleaf Park - Change Order #2 - Randolph & Son Builders Inc.

Randolph & Sons Builders, Inc. was awarded the Woodleaf Community Park project and are currently working on the site. They have issued the attached change order for the playground equipment.

The total cost of equipment is $268,124.20. The project allowed for $250,000 for a playground. Those bids have come back over the estimated allowance. The staff is requesting an additional $18,124.20 be added to the contract for this purchase.

Playground as priced/ordered	$ 234,174.00
Fitness area as priced/ordered	$ 33,949.40
Total Play/Fitness as priced/ordered	$ 268,124.20
Playground/Fitness allowance in contract	$ 250,000.00
Overage/Increase	$ 18,124.20

Attached is the Change Order and request documentation.

Board of Commissioners authorize the County Manager to approve the change order to Randoph & Sons Builder, Inc for $18,124.20.

ATTACHMENTS:
1. Change Order
2. Change Order Info 1
3. Change Order Info 2

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Woodleaf Community Park
9215 Gym St.
Woodleaf NC 27054

CONTRACT INFORMATION:
Contract For: General Construction
Date: 6/26/2023

CHANGE ORDER INFORMATION:
Change Order Number: 1
Date: 8/16/2023

OWNER: *(Name and address)*
Rowan County
130 W. Innes St.
Salisbury NC 28144

ARCHITECT: *(Name and address)*
Benesch
2359 Perimeter Pointe Pwy
Suite 350
Charlotte944 NC 28208

CONTRACTOR: *(Name and address)*
Randolph & Son Builders, Inc.
1010 Culp Rd.
Pineville NC 28134

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change order for increase in the playground allowance from $250,000 to $268,124

The original Contract Sum was	$	944,780.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	944,780.00
The Contract Sum will be increased by this Change Order in the amount of	$	18,124.20
The new Contract Sum including this Change Order will be	$	962,904.20

The Contract Time will be unchanged by ( ) days.
The new date of Substantial Completion will be 11/10/2023

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

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

Benesch	Randolph & Son Builders, Inc.	Rowan County
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Jon Wood SR. PM	Jeff Randolph VP.	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
9.14.2023	9-14-23	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA42)

Woodleaf Community Park

Construction Management
Change Proposal Form

Project	Woodleaf Community Park	**Proposal #**	**CO#01**
General Cont:	Randolph & Son Builders, Inc.	**RSB Job#**	**R-563-23**
Subcontractor	Superior Recreational Products	**Subcontractor #**	

Description of Change

Change order for the playground equipment and rubber flooring system per Superior Recreational Products enclosed quote dated 6/29/2023

Materials (Attach list with quantity, item, unit $, mh, OT mh, Total $)

1	Total direct cost of materials (Superintendents Truck)	$	-	
	Materials:	$	-	
2	Overhead and profit on Item 1	$	-	
3	Sales Tax	$	-	
4	Shipping & Transportation	$	-	
		Materials Subtotal		**$ -**

Labor (Include time sheets if requested)

5	Total Labor	$	-	
6	Overhead and profit on Item 5	$	-	
		Labor Subtotal		**$ -**

Equipment Rental (Include quotes and pick-up/delivery tickets)

8	Equipment rental	$	-	
		Equipment Rental Subtotal		**$ -**

Subcontractors (includes quotes with material and equipment back up)

10	Subcontractors: Superior Recreational Products	$	217,837.02	
	Subcontractors:	$	-	
	Subcontractors:	$	-	
	SUBCONTRACTORS TOTAL:	$	217,837.02	
11	Overhead, bond and profit on Item 10 (7.5% maximum)	$	16,337.78	
		Subcontractor Subtotal		**$ 234,174.80**

Subtotal of Proposal	**$**	**234,174.80**
Total of Change Proposal	**$**	**234,174.80**

Time Extension Request

	7/13/2023
Contractor's Signature	***Date***

NEXT LEVEL RECREATION OF THE CAROLINA'S INC.

4956 Long Beach Road SE. Suite 14, PMB Box 122
Southport, NC 28461
Proudly Representing:

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

MADE IN THE USA!!!!

Date: 6/29/2023

Bill To:	Ship To:
Randolph Builders	Woodleaf Park Project
Austin Randolph, Project Manager	9055 School Street
1010 Colville Rd	Woodleaf, NC 27054
Charlotte, NC 282907	SHIP PREFERRED TRUCKING, Call Cobie for delivery 704-763-3350

Quantity	Model	Description	Item Price	Total Price
1	PS5-70244-4	Expedition 5" Post Play unit as drawn for ages 2-12 accommodates up to 75 children		76,110.00
1	RSW46516G	Sing frame with Shade and Struts, single 6.63" Posts, 8' Tall, 3 bay		16,860.00
2	90015108XX	Belt Seat Bay complete-4 swings		Included
1	BSIS-5-12	5-12 Years Inclusive Swing seat		Included
05	90015130XX	Full Bucket Seat for tots		Included
1	TFR0659XX	Inclusive Atom Spinner		7238.00
4200	Bonded Rubber	4200 SF of bonded rubber for 8' fall height shipped	12.70	53,340.00
34	J Curb	J Curb for rubber border	72.00	2448.00
50T	Stone	#58 Stone base for rubber		2800.00
1	Install	Installation of stone, rubber, and curbs		12,600.00
				171,396.00
		Freight		4140.00
		Installation of all equipment		28,050.00
		Subtotal		203,586.00
		Tax		14,251.02
		Total		$217,837.02

Prices quoted are approved terms. Valid for 30 days from date of quote. Terms 50%is due with order or provide a Purchase Order.
Balance is due upon receipt of goods or completion of installation if applicable.
Any required fees license or permits are the responsibility of the owner unless otherwise discussed.
A Trash Receptacle must be available for installation crew to dispose of shipping materials. If a container must be rented, added fees. may apply to final invoice.
If we hit rock upon start of install, customer will be responsible for any extra charges for equipment rental or extra labor to excavate or drill as needed to professionally install equipment.
The site must be ready to install, any extra grading or work needed to prepare the site will add to installation costs.
The owner is responsible for identifying any underground utility that is NOT public. 811 only identifies public utilities.
Site preparation is the owner's responsibility unless included in the installation price.
Equipment quoted is IPEMA Certified with ASTM, CPSC, and ADA guidelines met.

Cobie Ellington

Cobie Ellington, Sales Consultant
cobie@ctc.net 704-763-3350 cell

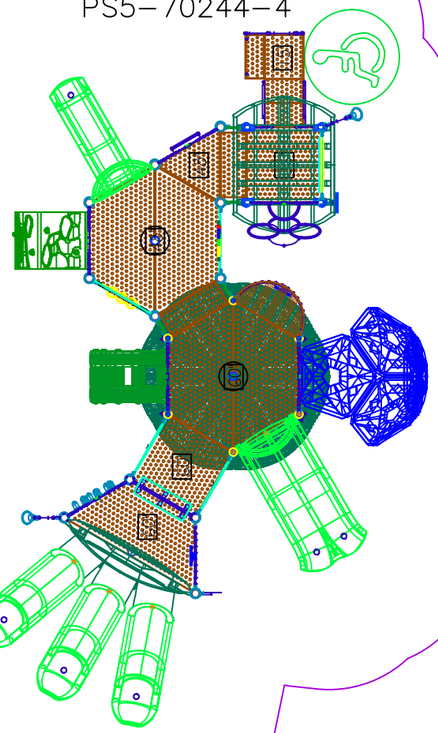
Printed Name _____ Signature _____ Purchase Order Number _____

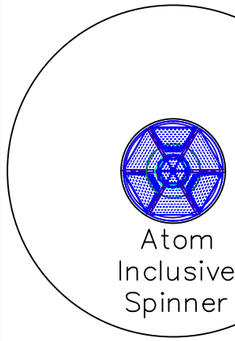
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49'-11"
[15.2M]

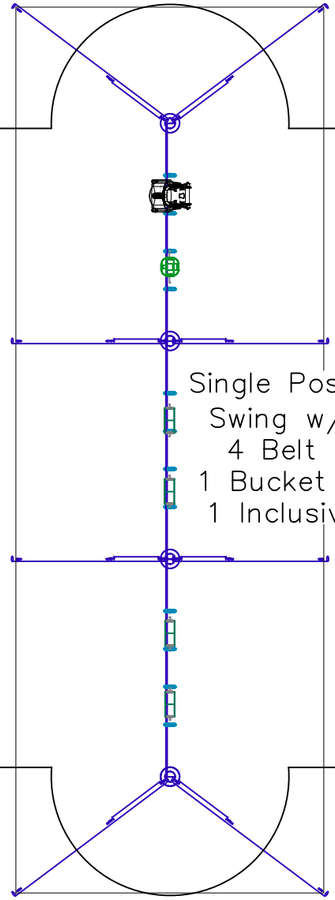
USE ZONE
Not In Proposal (NIP)
A:=4200 SF (390.13m²)
P:=269 LF (81.70m)
LC:=68 EA (4' TIMBER)

PS5-70244-4





Atom
Inclusive
Spinner



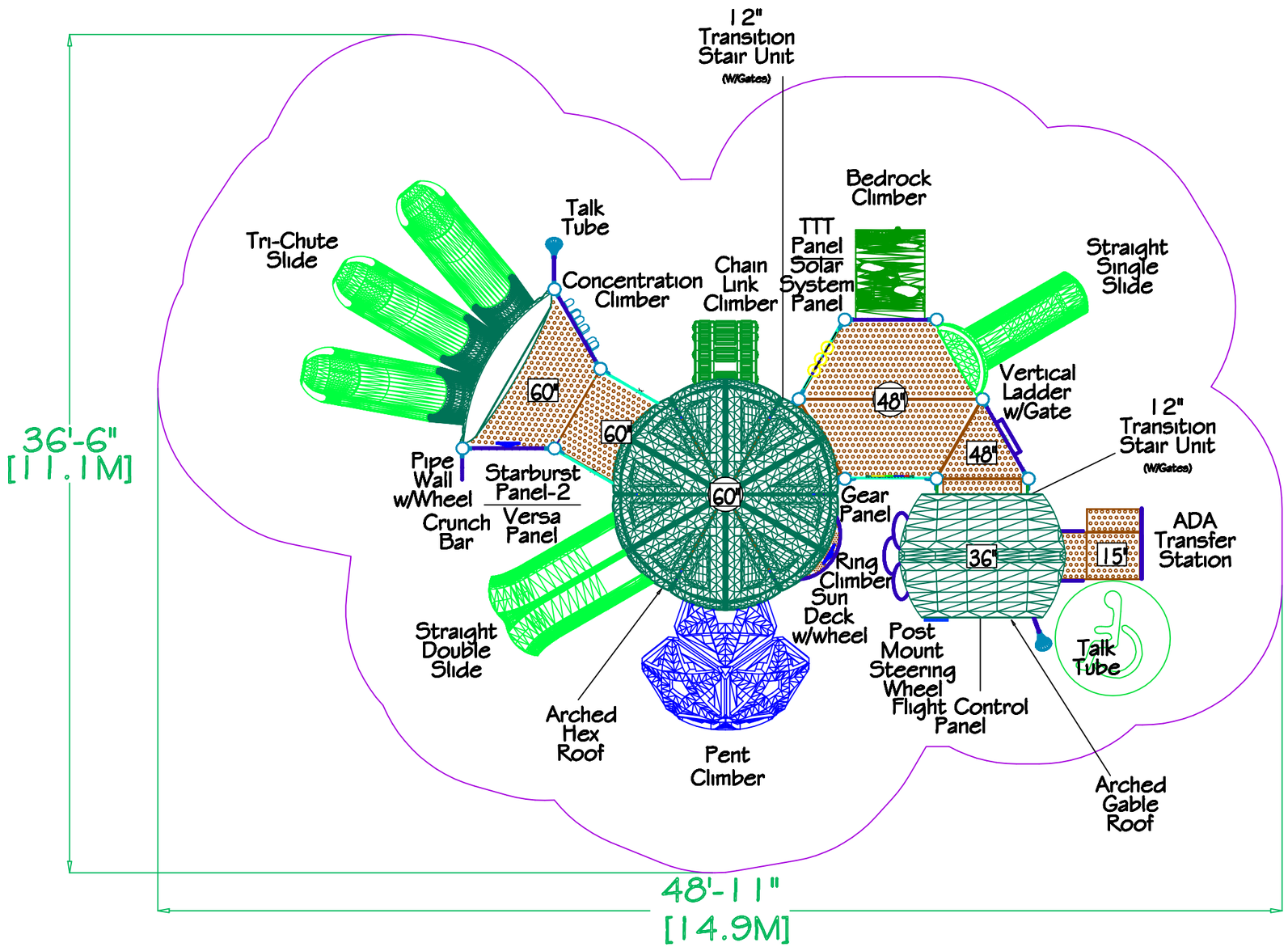
Single Post 3 Bay
Swing w/Shade,
4 Belt Seats,
1 Bucket Seat &
1 Inclusive Seat

SuperiorPlaygrounds
BY SUPERIOR RECREATIONAL PRODUCTS

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF
SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE
REPRODUCED OR USED IN ANY MANNER WITHOUT
THE EXPRESSED WRITTEN CONSENT OF
SUPERIOR RECREATIONAL PRODUCTS.

REFERENCE NUMBER	DATE	DRAWN/SAVED BY	SCALE	SHEET	PAGE
SP062023-050 WOODLEAF PARK	6/22/23	KLE / KAREN.ESCOBAR	1/8" = 1'	1 OF 1	SITE_PLAN



Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

REFERENCE NUMBER
PS5-70244-4
5" STEEL PLAYGROUND DESIGN

EQUIPMENT SIZE	USE ZONE
37' X 25'	49' X 37'
AGE GROUP	SURFACE AREA
2-12	1286 SQ. FT.

USER CAPACITY	4' TIMBER COUNT
77	36

FALL HEIGHT
5'

ADA ACCESSIBILITY

ELEVATED PLAY ACTIVITIES
14

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	5	3
PROVIDED	5	5

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-11 UNLESS OTHERWISE NOTED.

DATE	DRAWN/SAVED BY
2/14/22	KLE / BONNIE.LEAGUE
SCALE	SHEET
3/16" = 1'-0"	1 OF 3

PAGE
PLAN_VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company



Woodleaf Park, Rowan County

STRUCTURE **SP062023-050** • QUOTE **QUO0265560**

Design is for illustration purposes only and colors may vary.

Color Key

Post:	Sky Blue	Panel:	Spring Green
Post Cap:	White	San. Panel:	SG/W
Metal:	Spring Green	Deck:	Brown
Plastic:	Orange	Fabric:	N/A

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RECREATIONAL PRODUCTS
A PLAYCORE Company



Woodleaf Park, Rowan County

STRUCTURE **SP062023-050** • QUOTE **QUO0265560**

Design is for illustration purposes only and colors may vary.

Color Key

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Post Cap:	White	San. Panel:	SG/W
Metal:	Spring Green	Deck:	Brown
Plastic:	Orange	Fabric:	N/A

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Woodleaf Park, Rowan County

STRUCTURE **PS5-70244-4** • QUOTE **QUO0265560**

Design is for illustration purposes only and colors may vary.

Color Key

Post:	Sky Blue	Panel:	Spring Green
Post Cap:	White	San. Panel:	SG/W
Metal:	Spring Green	Deck:	Brown
Plastic:	Orange	Fabric:	N/A

Woodleaf Community Park

Construction Management
Change Proposal Form

Project	Woodleaf Community Park	**Proposal #**	**CO#02**
General Cont:	Randolph & Son Builders, Inc.	**RSB Job#**	**R-563-23**
Subcontractor	Superior Recreational Products	**Subcontractor #**	

Description of Change

Change order for the fitness equipment and rubber flooring system, (refer to drawings dated 8/2/2023)

Materials (Attach list with quantity, item, unit $, mh, OT mh, Total $)

1	Total direct cost of materials (Superintendents Truck)	$	-	
	Materials:	$	-	
2	Overhead and profit on Item 1	$	-	
3	Sales Tax	$	-	
4	Shipping & Transportation	$	-	
		Materials Subtotal		**$ -**

Labor (Include time sheets if requested)

5	Total Labor	$	-	
6	Overhead and profit on Item 5	$	-	
		Labor Subtotal		**$ -**

Equipment Rental (Include quotes and pick-up/delivery tickets)

8	Equipment rental	$	-	
		Equipment Rental Subtotal		**$ -**

Subcontractors (includes quotes with material and equipment back up)

10	Subcontractors: Superior Recreational Products	$	31,580.84	
	Subcontractors:	$	-	
	Subcontractors:	$	-	
	SUBCONTRACTORS TOTAL:	$	31,580.84	
11	Overhead, bond and profit on Item 10 (7.5% maximum)	$	2,368.56	
		Subcontractor Subtotal		**$ 33,949.40**

Subtotal of Proposal	**$ 33,949.40**
Total of Change Proposal	**$ 33,949.40**

Time Extension Request

Jeff Randolph P.E.

Contractor's Signature ***Date*** 8/4/2023

NEXT LEVEL RECREATION OF THE CAROLINA'S INC.

4956 Long Beach Road SE. Suite 14, PMB Box 122
Southport, NC 28461
Proudly Representing:

Superior RECREATIONAL PRODUCTS
A PLAYCORE Company

MADE IN THE USA!!!!

Date: 8/2/2023

Bill To:	Ship To:
Randolph Builders	Woodleaf Park Project Bid
Austin Randolph, Project Manager	9290 Gym Street
1010 Culp St. PO Box 410283	Woodleaf, NC 27054
Charlotte, NC 28207	Call Cobie Ellington for delivery 704-763-3350
austin@randolphbuilders.com 704-280-9978	

Fitness chosen by owner:

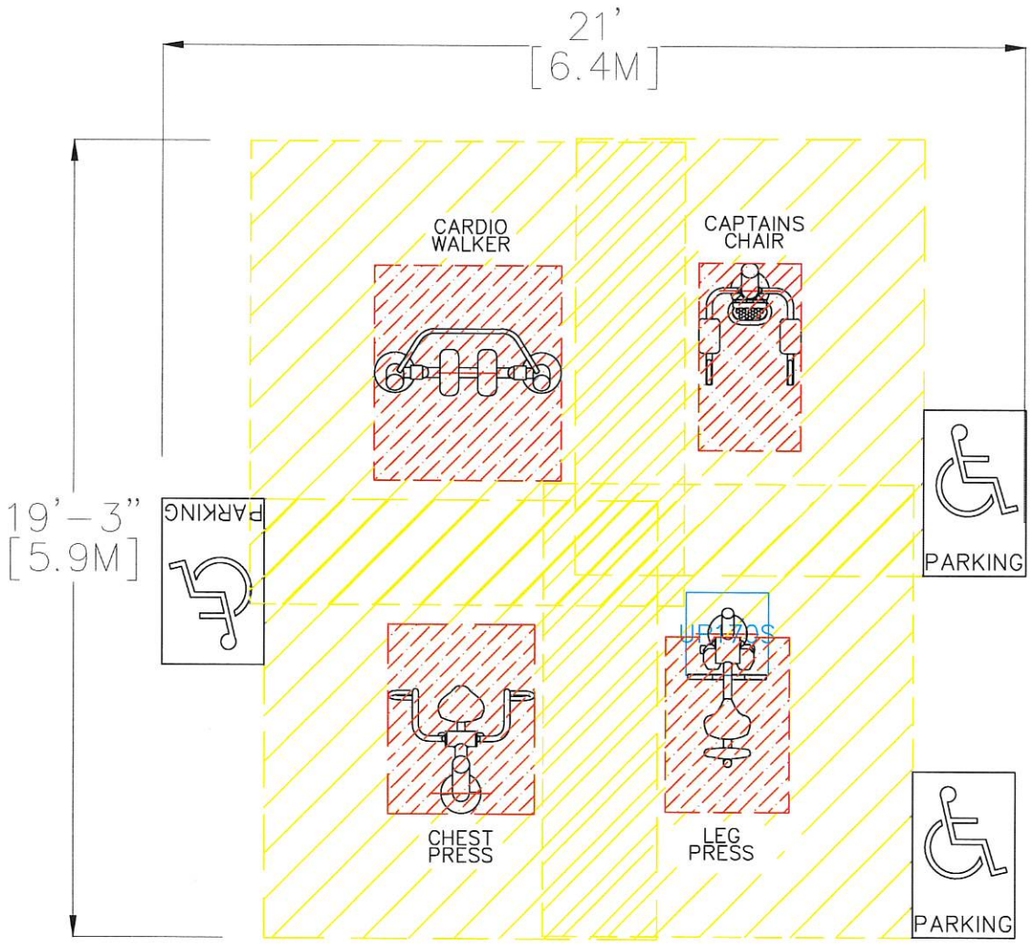
Quantity	Model	Description	Item Price	Total Price
		Metallic Color Scheme		
1	UP166S	Chest Press- inground mount		5270.00
1	UP167S	Captains Chair- inground mount		4410.00
1	UP164S	Cardio Walker- inground mount		5540.00
1	UP170S	Leg Press- inground mount		5540.00
1	Bonded Rubber	Bonded Rubber for 21'x19' use zone per plans, 1 ½" thick, shipped to site		1996.00
1	Stone	Stone base for rubber		300.00
		Concrete curb provided by contractor		
		Freight		1890.00
		Installation of rubber, stone and fitness equipment		4500.00
				$29,446.00
		7% tax		2134.84
		Total		$31,580.84.

Prices quoted are approved terms. Valid for 30 days from date of quote. Terms 50%is due with order or provide a Purchase Order.
Balance is due upon receipt of goods or completion of installation if applicable.
Any required fees license or permits are the responsibility of the owner unless otherwise discussed.
A Trash Receptacle must be available for installation crew to dispose of shipping materials. If a container must be rented, added fees may apply to final invoice.
If we hit rock upon start of install, customer will be responsible for any extra charges for equipment rental or extra labor to excavate or drill as needed to professionally install equipment.
The site must be ready to install, any extra grading or work needed to prepare the site will add to installation cost.
The owner is responsible for identifying any underground utility that is NOT public. 811 only identifies public utilities.
Site preparation is the owner's responsibility unless included in the installation price.
Equipment quoted is IPEMA Certified with ASTM, CPSC, and ADA guidelines met.

Cobie Ellington

Cobie Ellington, Sales Consultant
cobie@ctc.net 704-763-3350 cell

Printed Name _____ Signature _____ Purchase Order Number _____



SuperiorPlaygrounds
BY SUPERIOR RECREATIONAL PRODUCTS

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.

REFERENCE NUMBER	DATE	DRAWN/SAVED BY	SCALE	SHEET	PAGE
SP082022-004 EXERCISE AREA	8-2-23	WSB / WILLOW.BRANSCUM	3/8"=1'	1 OF 1	SITE_PLAN

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, John Brindle, Register of Deeds
DATE: 10/2/2023
SUBJECT: Sole-Source FY24 - Patterson Pope

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 Register of Deeds has sent out request for proposals to extend the current shelving units, which are a Spacesaver branded system. There is only one company authorized to sell/service Spacesaver systems in North Carolina. That company is Patterson Pope. This contract agreement will provide needed shelving units with delivery and installation. The contract will not exceed $27,017.54.

Attached is Letter from Manufacture, Quote and Contract for Patterson Pope.

Recommendation:
Board of Commissioners to authorize the County Manager to approve a contract with Patterson Pope as a Sole-Source; Not to Exceed $27,017.54.

ATTACHMENTS:
1. Quote & Documentation

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: J. E. Brindle
DEPT: Register of Deeds
DATE: 09/12/2023
SUBJECT: Spacesaver Shelving

PURPOSE OF CONTRACT:

To facilitate the delivery and installation of the Spacesaver Mobile and Shelving System. This project will expand the storage capacity in our Vital Records vault by adding onto the existing Spacesaver system. The additional storage will allow for the expansion of our vital records as they are still printed and physically stored in binders every year.

CONTRACT CERTIFICATION

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

J E Brindle — 9/12/23

Signature of Director **DATE**

patterson·pope
SPACE MADE SIMPLE.

Proposal

Quote #: Q-58949-1
Drawing Ver: 340248 1A NC State Contract
Date: 9/8/2023
Expires On: 11/29/2023

10321 S. Medallion Dr.
Cincinnati, OH 45241
Phone: (704) 523-4400
Fax: (704) 523-4499

Install To
John Brindle
Rowan County - Register of Deeds
402 North Main St.
Salisbury, NC 28144
704-638-3102
jonathan.brindle@rowancountync.gov

Bill To
,

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Randy Minter	rminter@pattersonpope.com		Deposit/Progress Payments

Group Name	Description	Net Total
Spacesaver Material on NC State Contract	**Spacesaver Additional Mobile Carriages** (2) 12' W x 26" D x 95.25" H Spacesaver carriages *Face panels, handles, overall dimensions will not match existing Kardex mobile system See drawing 340248 1A for dimensions and specifications	$20,896.87
Installation & Services off Contract	Business hour local handling and installation The customer will be responsible for storage fees of $300, per month (estimated), incurred 30 days after the ship date that are related to a delay in an installation date due to the customer's request or a site related project delay.	$6,120.67

Sub Total:	$27,017.54
Estimated Total Tax:	$1,891.23
Grand Total:	**$28,908.77**

Important Proposal Notes
Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of $50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Randy Minter at rminter@pattersonpope.com.

patterson·pope
SPACE MADE SIMPLE.

Proposal

Quote #:	Q-58949-1
Drawing Ver:	340248 1A NC State Contract
Date:	9/8/2023
Expires On:	11/29/2023

10321 S. Medallion Dr.
Cincinnati, OH 45241
Phone: (704) 523-4400
Fax: (704) 523-4499

THANK YOU FOR YOUR BUSINESS!

Patterson Pope Terms and Conditions

The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.

2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.

3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).

4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.

5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.

6. **Storage Fees:** As part of the Sales Agreement, Patterson Pope agrees to provide 30 days of storage at no cost. After 30 days storage fees will accrue and become billable to customers for any customer related delay or site related delay that results in a change in the installation date.

7. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*

8. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc. Date

CLIENT Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order #_____

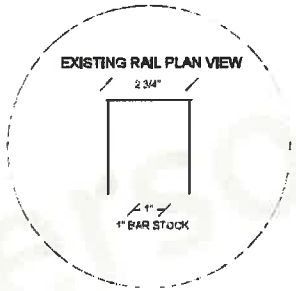
patterson-pope

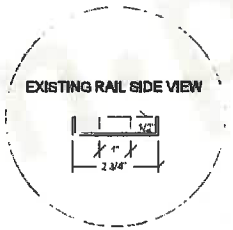
pattersonpope.com

EXISTING SHELVING & CARRIAGES



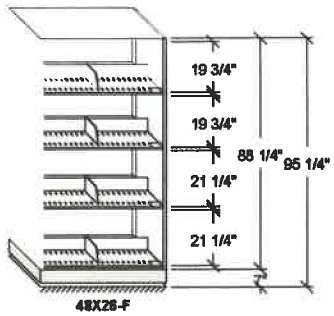
(2) NEW CARRIAGES
WITH 4-POST SHELVING







NEW SHELVING ELEVATION
48" WIDE X 25" DEEP (12"D PER SIDE)



HEAVY DUTY SHELVES/SUPPORTS

Project Name: ROWAN COUNTY REGISTER OF DEEDS - KARDEX HDW ADD
Submitted by: MARTEN HANDY
Scale: 1/4"
Project #: 340048.1A
Drawn by: A Davis
Date Printed: 09/08/2023
APPROVAL: This drawing Approved By:
Dated:

Copyright © 2023 Interstate Companies. The concepts, designs, and ideas contained in this drawing are the property of Interstate Companies and may not be used, reproduced, or disclosed without the written permission of Interstate Companies.

Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, Wisconsin, USA 53538-2798
Tel: 920-563-6362 | Fax: 920-563-2702
www.spacesaver.com

January 24, 2023

State of North Carolina

To Whom It May Concern:

Spacesaver distributes its products through a network of Area Contractors. Each Spacesaver Area Contractor under obligation and contract is required to sell, service and install Spacesaver High Density Mobile Storage Systems, compact shelving and storage products in their given Primary Area of Responsibility. Patterson Pope has sole authority of these responsibilities in the state of North Carolina.

Spacesaver specifies that all installations must be performed by factory trained and certified technicians. I confirm that Patterson Pope-Spacesaver is the only Spacesaver authorized installation / service technicians certified to install, service, move or add on to any new or existing Spacesaver system in their primary area of responsibility. Any existing Spacesaver system must be moved by a factory trained and certified Spacesaver installer in order to maintain its warranty and the availability of parts.
No other party other than Patterson Pope-Spacesaver is authorized, trained or certified (which is contingent on activating and maintaining warranty) to conduct Spacesaver work in this territory. Please also note that the warranty is void if work is done by others and no other company can purchase replacement or upgrade parts for the Spacesaver systems.

We are pleased to have this firm represent Spacesaver and to have their experienced staff available locally to address your product and service needs.

Sincerely,

SPACESAVER CORPORATION

Mark Haubenschild
Vice President of Sales

Client#: 1772880 70PATTEPOP1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
McGriff Insurance Services 4777 Sharon Rd., 4th Floor Charlotte, NC 28210 704 954-3000	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: nccertificateteam@mcgriff.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Landmark American Insurance Co	33138
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Patterson Pope Inc.
PO Box 790138
Charlotte, NC 28206

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	Y6305883N551COF23	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $5,000 $1,000,000 $3,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	8102L5479152314G	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	CUP9G42716A2314	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Cyber			LCY793746 LCY793746	01/01/2023 01/01/2023	01/01/2024 01/01/2024	2Mil Each Occurance 2Mil Aggregate Limit Ret $ 5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Patterson Pope, Inc is Additional Insured on the General Liability if required by written/executed contract before a loss. Umbrella follows over the General Liability. Thirty (30) day notice of cancellation, except for 10 days non-payment of premium, applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract.

CERTIFICATE HOLDER

Patterson Pope, Inc
P O Box 790138
Charlotte, NC 28206-7901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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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, Randy Cress, Assistant County Manager/Chief Information Officer
DATE: 10/2/2023
SUBJECT: Sole-Source FY24 - Zoho Corporation

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 Systems uses Zoho Corporation software county-wide to assist with managing the active directory and reporting requests, as well as user communication. This agreement is to provide an annual subscription agreement with Zoho Corporation, not to exceed $8,646.00.

Recommendation:
Board of Commissioners authorize the County Manager to approve an annual subscription agreement with Zoho Corporation, not to exceed $8,646.00.

ATTACHMENTS:
1. Zoho

ZOHO Corporation
4141 Hacienda Drive
Pleasanton,CA,USA,94588
Phone : +1-925-924-9500
Fax : +1-925-924-9600
http://www.manageengine.com

Date	07-Sep-2023
Reference ID	rowancountync.gov_2350119_RPCW2000955156990

PART NO	Description	Amount
87046.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 1 Domain (Unrestricted Objects) with 10 help desk Technician Start 23 October 2023 End 22 October 2024	$5395
85401.01SA	ManageEngine Patch Manager Plus on Demand Enterprise Edition - Annual Model - Annual subscription fee for 50 computers and single user license Start 7 November 2023 End 6 November 2024	$445
85411.04SA	ManageEngine Patch Manager Plus on Demand Enterprise Edition - Annual Model - Annual subscription fee for 150 Servers Start 7 November 2023 End 6 November 2024	$2228
85401.02ASA	ManageEngine Patch Manager Plus on Demand Enterprise Edition - Annual Model - Annual subscription fee for Additional 4 User Start 7 November 2023 End 6 November 2024	$578
	Total Cost	US$8646.00

Terms & Conditions

1. Validity

Price quotes are open for acceptance for 30 days from the date of offer. Please reconfirm the prices before sending your Purchase Order.

2. Payment Terms

Net-30. Local taxes applicable for all end users located in the State of AL, AZ, CT, IL, IN, IA, KS, KY, LA, ME, MA, MI, MN, MS, NE, NM, NY, NC, ND, OH, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, WY, DC, MD & Canada.

3. Payment Mode

ZOHO Corp accepts payment by valid company check, credit card or wire transfer. Please contact ZOHO Corp for wire transfer details.

Please submit Purchase Order to:

Gokul

MANAGEENGINE
A Division of ZOHO Corp
4141 Hacienda Drive
Pleasanton, CA 94588, USA
Direct Line: +1 [252] 274-0585
Renewal Hotline: +1[833] 411-0996
Website - http://www.zohocorp.com/
We are ZOHO Corporation with 2 divisions: ZOHO.COM & ManageEngine

Email : gokul@manageengine.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, Don Bringle, Facilities Management / Parks and Recreation Director
DATE: 10/2/2023
SUBJECT: Award DNP Tennis Court Reconstruction - Carolina Siteworks, Inc.

Rowan County submitted an RFP for Dan Nicholas Park Tennis/Pickleball Court Reconstruction on Sunday August 13, 2023 and was required to re-bid due to bid requirements. The County re-bid on September 6, 2023, and received two proposals for a bid-opening on September 19, 2023. After careful evaluation, the County would like to award the bid to Carolina Siteworks, Inc. who submitted the lowest total base bid in the amount of $319,770.00.

This project is within the budgeted amount from the General Fund - under Parks and Recreation.

Attached are the bid tab form, proposal from Carolina Siteworks, Inc, the original bid documents and the unsigned standard contract.

Recommendation:
Board of Commissioners to award the bid to Carolina Siteworks, Inc. and authorize the County Manager to approve the contract with Carolina Siteworks in the amount of $319,770.00.

ATTACHMENTS:
1. Bid Tab
2. Bid Document
3. Posted Bid Document
4. Contract

ITB 2024-005

9/19/2023 10:00

Vendor	Total Bid Amount	Days to Complete
Cinderella Partners Inc.	$645,490.28	90
Carolina Siteworks, inc.	$319,770.00	180

Bid Opening Attendees

Jody Farrow-Bennett	Rowan County
Don Bringle	Rowan County
Hope Watson	Cinderella Partners
Mark Hoesman	Carolina Siteworks, Inc.

I hereby certify that this is a true tabulation of the bids received.

9/19/2023

J. M. Farrow-Bennett

Jody Farrow-Bennett, Purchasing Director

BIDDER INFORMATION SHEET

1. COMPANY NAME: Carolina Siteworks, Inc.
2. OWNER OF COMPANY: Darrell Shell / Jackie Reilly
3. NUMBER OF YEARS IN BUSINESS: 24
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS: 35
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT?

   NAME: Mark Hoesman

   TELEPHONE: 704-855-7483

   EMAIL: mark@carolinasiteworksinc.com
6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGANCY, SUCH AS SOIL AND WATER CONSERVATION.

REFERENCE NO. 1

NAME & TITLE: Michael Linthicum
AGENCY: Davis Martin Powell
ADDRESS: 6415 Old Plank Rd. High Point NC 27265
TELEPHONE: 336-886-4821
NATURE OF ASSOCIATION: East Davidson High School Tennis Courts
EMAIL: mlinthicum@dmp-inc.com

REFERENCE NO. 2

NAME & TITLE: Don Bringle / Craige Farmer
AGENCY: Rowan County
ADDRESS: 130 West Innes St. Salisbury NC 28144
TELEPHONE: 704-216-8178
NATURE OF ASSOCIATION: Ellis Park Tennis Courts
EMAIL: craige.farmer@rowancountync.gov

BID RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____

_____ dated _____

Carolina Siteworks, Inc.
COMPANY NAME

56-2129675
FEDERAL ID#

45224
CONTRACTOR LICENSE ID#

300 Wade Dr. | PO Box 280 | China Grove | NC | 28023
STREET ADDRESS | PO BOX | CITY | STATE | ZIP

704-855-7483
TELEPHONE #

704-855-9676
FAX #

one year
WARRANTY ON WORK

180 days
DAYS TO COMPLETE

BID Total – The undersigned proposes to perform all work for the sum of: Total Bid $319,770.00

*Sum quoted includes all applicable taxes, bond fees, permits, licenses, insurance cost, if any, and all other cost incidental to the resultant contract.

J. D. Shell
SIGNATURE

J. D. Shell
SIGNATORY'S NAME (printed)

President
SIGNATORY'S TITLE (printed)

Item	Units	Quantities	Bid Price
Site Prep	LS	1	$52,500.00
ABC Stone	TN	200	$13,000.00
Fine grade	SY	3,100	$8,215.00
Asphalt S9.5C	SY	3,100	$97,650.00
Topcoat, Posts, Court Markings	LS	1	$70,000.00
Fencing	LF	1260	$74,655.00
Seed/Straw	LS	1	$3,750.00

TOTAL BID AMOUNT: $319,770.00

INVITATION TO BID

FOR

ROWAN COUNTY

Dan Nicholas Park – Tennis/Pickleball Court Reconstruction # 2024-005

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Sunday, September 10, 2023

Date Due: Tuesday, September 19, 2023, at 10:00 AM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO BIDDERS

INVITATION TO BID

DAN NICHOLAS PARK – TENNIS/PICKLEBALL COURT RECONSTRUCTION

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to provide reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court. The project shall include all demo, site prep, asphalt base and any other identified components required to provide a complete and finished project. Specific bidding instructions and clarification will be provided at the pre-bid meeting. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this Invitation to Bid (ITB).

Bids for Rowan County Dan Nicholas Park – Tennis/Pickleball Court Reconstruction will be accepted until September 19, 2023, at 10:00 am ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@rowancountync.gov
https://www.rowancountync.gov/675/Purchasing

Submission of any bid signifies the Bidder's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the ITB is public all questions related to the ITB shall be directed to the Purchasing Director. Any contact related to the ITB with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards.

Rowan County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. For complete details, consult the bid package.

This is the 10th day of September 2023.

Rowan County

J. M. Farrow-Bennett

By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

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1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Bids

The purpose and intent of this Invitation to Bid (ITB) is to contract for the reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court at Dan Nicholas Park. The Bidder must be a licensed general contractor in North Carolina. The following documents make up this Request for Bids:

a. This Document
b. Scope of Work
c. Bidder Information Sheet
d. Bid Response Form

1.2. Important Dates

1.2.1. Issue Date:	Sunday, September 10, 2023
1.2.2. Deadline for written questions:	Thursday, September 13, 2023, at 5:00 PM ET
1.2.3. Deadline for Submitting Bids:	Tuesday, September 19, 2023, at 10:00 AM ET

2. Section 2: Bid Submission

2.1. Submission of Bids

Single Stage: Two-Envelope Bidding Procedure

Bidders will submit two sealed envelopes simultaneously, one containing the bid bond and the other containing the Bid Response, enclosed together in an outer single envelope.

Envelope Number 1

The only document contained in this envelope is the bid bond. The envelope shall be sealed and plainly marked **"ITB 2024-005(a) Dan Nicholas Park – Tennis/Pickleball Court Reconstruction".– Bid Bond Only".**

Envelope Number 2

The documents contained in this envelope are the Bid Response and any technical/price proposal documents. The bid response must be presented on the Bid Response Form attached to the specifications. The package shall be sealed and plainly marked **"ITB 2024-005(a) Dan Nicholas Park – Tennis/Pickleball Court Reconstruction".– Bid Response".**

Envelope Number 3

This envelope/package will hold both envelope number 1 & 2. The package shall be sealed and plainly marked **"ITB 2024-005(a) Dan Nicholas Park – Tennis/Pickleball Court Reconstruction".**

The complete Bid package must be presented by the deadline list above and received in the sealed envelopes and mailed or delivered to:

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144
Bidders must submit one original sealed bid and one copy.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Tuesday, September 19, 2023, at 10:00 AM ET opening will be held in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Room 101, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this ITB. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Wednesday, September 13, 2023. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as addenda to this ITB. All addendums will be posted on the County website https://www.rowancountync.gov/675/Purchasing and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Thursday, September 14, 2023.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this ITB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this ITB or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this ITB.

2.3. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this ITB and shall promptly notify the County of any omissions or errors found in this document.

2.4. Signed Bid Considered an Offer

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this ITB will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

2.5. Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

2.5.1. WORKER'S COMPENSATION

Worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of $500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

2.5.2. COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than $2,000,000 per occurrence / $4,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give

thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

2.5.3. **COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.
Any exceptions must be agreed upon by the County.

2.6. Conflict of Interest

All Bidders must disclose in writing with their bid the name of any owner, officer, director or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project.

3. Section 3: Evaluation of Bids

3.1. Award Criteria

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

3.2. Liquidated Damages

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

$150.00 per calendar day

3.3. Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

3.4. Required Information

The following information must be included in the bid package:

3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)
3.4.2. Warranty on above goods and services. (Bid Response Form)
3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)
3.4.4. Include separate pricing for all proposed alternates. (Added Pages)
3.4.5. Proposed days to complete (Bid Response Form)
3.4.6. Bid Bond/deposit of 5% is required. Performance/Payment bonds of 100% will be required for contract award.

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified on the Bid Form. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this ITB.

4.2.1. Federal funds: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions (37 C.F.R. § 401.2)Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications (2 C.F.R. § 200.216); and Domestic Preferences for Procurements (2 C.F.R. § 200.322)

4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

4.4. Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person

arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

4.6. Warranty

Contractor shall provide a minimum one-year warranty for all materials and workmanship.

4.7. Assignment

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

4.8. References

The Bidder shall provide references of "like" customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Bidder's references. The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

4.9. Termination

4.9.1 Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the

Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

4.9.2 Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

SCOPE OF WORK

Rowan County is seeking to reconstruction the current tennis courts at Dan Nicholas Park into eight (8) pickleball courts and on (1) all-weather tennis court, location is 6800 Bringle Ferry Rd. Salisbury NC 28146.

SCOPE:

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to provide reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court. The project shall include all demo, site prep, asphalt base and any other identified components required to provide a complete and finished project. Specific bidding instructions and clarification will be provided at the pre-bid meeting.

Proposed eight (8) pickleball courts and one (1) tennis court. Install two net post footings per court in accordance with the American Sports Builders Association (ASBA) specifications. Install one center anchor per court per ASBA specifications.

SPECIFICATIONS:

1. Site Prep
    - Existing Fence, netting, post footings and asphalt surfaces.
    - Dispose of all materials off-site.
    - Site lighting to be removed by Rowan County

2. Installation
    - ABC Stone – compacted in 2" lifts. Must pass proof roll.
    - Fine grade – preparation for paving.
    - Paving – 3" of surface course asphalt S9.5C compacted in two 1.5" lifts (3,100 SY)
    - Pressure wash and Flood asphalt – test areas that retain water.
    - Patch court – Any area that retains water 1/16" after 1 hour of full sunlight in temp of 70° or above with patch binder.
    - Install eight (8) pickleball courts and one (1) tennis court. Install two net post footings per court in accordance with the American Sports Builders Association (ASBA) specifications. Install one center anchor per court per ASBA specifications. Apply two coats of acrylic resurface product in accordance with manufacturer's instructions. Apply two coats of color for the courts and perimeter as per manufacturer's instructions. Colors to be chosen by owner. Paint lines based on ASBA specifications.
    - Clean surface and leave courts ready for play.

3. Fencing
    - Layout the 10' fence around the perimeter and between tennis and pickleball courts with two (2) gates that are 4' wide to allow for wheelchair access and meet most ADA requirements.
    - Set up terminal posts 3" x 10' to each corner and between gates. Set up line posts 2.5" between terminals in accordance with American Fence Association (AFA) specifications.
    - Set up top rail and bottom tension wire. Install fence fiber black 10' high, 1 ¾" mesh gauge and tie each 16 inches.
        - Approx. 760 LF.
    - Install new fence 4' high, 1 ¾" mesh gauge 9 and tie each 16 inches between pickleball courts.
        - Approx. 500 LF

4. Seed/Straw
    - Backfill edge of new courts and seed disturbed areas.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Carolina Siteworks, Inc. as principal, and Merchants National Bonding, Inc., as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Rowan County as obligee, in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 6th day of September, 2023

WHEREAS, the said principal is herewith submitting proposal for

Dan Nicolas Park - Tennis/Pickleball Court Reconstruction

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Carolina Siteworks, Inc. (SEAL)

By: T.D. Sull (SEAL)

(SEAL)

Merchants National Bonding, Inc. (SEAL)

By: Debra S. Ritter (SEAL)

Debra S. Ritter, Attorney-in-Fact

Surety Phone No. 515-243-8171

FORM OF BID BOND

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Debra S. Ritter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond
Principal: Carolina Siteworks, Inc.
Obligee: Rowan County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of September , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of September , 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of September , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

INVITATION TO BID

FOR

ROWAN COUNTY

Dan Nicholas Park – Tennis/Pickleball Court Reconstruction # 2024-005

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Sunday, September 10, 2023

Date Due: Tuesday, September 19, 2023, at 10:00 AM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO BIDDERS

INVITATION TO BID

DAN NICHOLAS PARK – TENNIS/PICKLEBALL COURT RECONSTRUCTION

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Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the ITB is public all questions related to the ITB shall be directed to the Purchasing Director. Any contact related to the ITB with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards.

Rowan County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. For complete details, consult the bid package.

This is the 10th day of September 2023.

Rowan County

J. M. Farrow-Bennett

By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

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1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Bids

The purpose and intent of this Invitation to Bid (ITB) is to contract for the reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court at Dan Nicholas Park. The Bidder must be a licensed general contractor in North Carolina. The following documents make up this Request for Bids:

a. This Document
b. Scope of Work
c. Bidder Information Sheet
d. Bid Response Form

1.2. Important Dates

1.2.1. Issue Date:	Sunday, September 10, 2023
1.2.2. Deadline for written questions:	Thursday, September 13, 2023, at 5:00 PM ET
1.2.3. Deadline for Submitting Bids:	Tuesday, September 19, 2023, at 10:00 AM ET

2. Section 2: Bid Submission

2.1. Submission of Bids

Single Stage: Two-Envelope Bidding Procedure

Bidders will submit two sealed envelopes simultaneously, one containing the bid bond and the other containing the Bid Response, enclosed together in an outer single envelope.

Envelope Number 1

The only document contained in this envelope is the bid bond. The envelope shall be sealed and plainly marked **"ITB 2024-005(a) Dan Nicholas Park – Tennis/Pickleball Court Reconstruction".– Bid Bond Only".**

Envelope Number 2

The documents contained in this envelope are the Bid Response and any technical/price proposal documents. The bid response must be presented on the Bid Response Form attached to the specifications. The package shall be sealed and plainly marked **"ITB 2024-005(a) Dan Nicholas Park – Tennis/Pickleball Court Reconstruction".– Bid Response".**

Envelope Number 3

This envelope/package will hold both envelope number 1 & 2. The package shall be sealed and plainly marked **"ITB 2024-005(a) Dan Nicholas Park – Tennis/Pickleball Court Reconstruction".**

The complete Bid package must be presented by the deadline list above and received in the sealed envelopes and mailed or delivered to:

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144
Bidders must submit one original sealed bid and one copy.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Tuesday, September 19, 2023, at 10:00 AM ET opening will be held in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Room 101, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this ITB. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Wednesday, September 13, 2023. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as addenda to this ITB. All addendums will be posted on the County website https://www.rowancountync.gov/675/Purchasing and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Thursday, September 14, 2023.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this ITB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this ITB or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this ITB.

2.3. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this ITB and shall promptly notify the County of any omissions or errors found in this document.

2.4. Signed Bid Considered an Offer

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this ITB will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

2.5. Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

2.5.1. **WORKER'S COMPENSATION**

Worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of $500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

2.5.2. **COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than $2,000,000 per occurrence / $4,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give

thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured**.

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

2.5.3. **COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.
Any exceptions must be agreed upon by the County.

2.6. Conflict of Interest

All Bidders must disclose in writing with their bid the name of any owner, officer, director or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project**.**

3. Section 3: Evaluation of Bids

3.1. Award Criteria

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

3.2. Liquidated Damages

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

$150.00 per calendar day

3.3. Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

3.4. Required Information

The following information must be included in the bid package:

3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)

3.4.2. Warranty on above goods and services. (Bid Response Form)

3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)

3.4.4. Include separate pricing for all proposed alternates. (Added Pages)

3.4.5. Proposed days to complete (Bid Response Form)

3.4.6. Bid Bond/deposit of 5% is required. Performance/Payment bonds of 100% will be required for contract award.

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified on the Bid Form. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this ITB.

4.2.1. Federal funds: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions (37 C.F.R. § 401.2)Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications (2 C.F.R. § 200.216); and Domestic Preferences for Procurements (2 C.F.R. § 200.322)

4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

4.4. Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person

arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

4.6. Warranty

Contractor shall provide a minimum one-year warranty for all materials and workmanship.

4.7. Assignment

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

4.8. References

The Bidder shall provide references of "like" customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Bidder's references. The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

4.9. Termination

4.9.1 Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the

Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

4.9.2 Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

SCOPE OF WORK

Rowan County is seeking to reconstruction the current tennis courts at Dan Nicholas Park into eight (8) pickleball courts and on (1) all-weather tennis court, location is 6800 Bringle Ferry Rd. Salisbury NC 28146.

SCOPE:

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to provide reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court. The project shall include all demo, site prep, asphalt base and any other identified components required to provide a complete and finished project. Specific bidding instructions and clarification will be provided at the pre-bid meeting.

Proposed eight (8) pickleball courts and one (1) tennis court. Install two net post footings per court in accordance with the American Sports Builders Association (ASBA) specifications. Install one center anchor per court per ASBA specifications.

SPECIFICATIONS:

1. Site Prep
    - Existing Fence, netting, post footings and asphalt surfaces.
    - Dispose of all materials off-site.
    - Site lighting to be removed by Rowan County

2. Installation
    - ABC Stone – compacted in 2" lifts. Must pass proof roll.
    - Fine grade – preparation for paving.
    - Paving – 3" of surface course asphalt S9.5C compacted in two 1.5" lifts (3,100 SY)
    - Pressure wash and Flood asphalt – test areas that retain water.
    - Patch court – Any area that retains water 1/16" after 1 hour of full sunlight in temp of 70° or above with patch binder.
    - Install eight (8) pickleball courts and one (1) tennis court. Install two net post footings per court in accordance with the American Sports Builders Association (ASBA) specifications. Install one center anchor per court per ASBA specifications. Apply two coats of acrylic resurface product in accordance with manufacturer's instructions. Apply two coats of color for the courts and perimeter as per manufacturer's instructions. Colors to be chosen by owner. Paint lines based on ASBA specifications.
    - Clean surface and leave courts ready for play.

3. Fencing
    - Layout the 10' fence around the perimeter and between tennis and pickleball courts with two (2) gates that are 4' wide to allow for wheelchair access and meet most ADA requirements.
    - Set up terminal posts 3" x 10' to each corner and between gates. Set up line posts 2.5" between terminals in accordance with American Fence Association (AFA) specifications.
    - Set up top rail and bottom tension wire. Install fence fiber black 10' high, 1 ¾" mesh gauge and tie each 16 inches.
        - Approx. 760 LF.
    - Install new fence 4' high, 1 ¾" mesh gauge 9 and tie each 16 inches between pickleball courts.
        - Approx. 500 LF

4. Seed/Straw
    - Backfill edge of new courts and seed disturbed areas.

Item	Units	Quantities	Bid Price
Site Prep	LS	1	
ABC Stone	TN	200	
Fine grade	SY	3,100	
Asphalt S9.5C	SY	3,100	
Topcoat, Posts, Court Markings	LS	1	
Fencing	LF	1260	
Seed/Straw	LS	1	

TOTAL BID AMOUNT: _____

BIDDER INFORMATION SHEET

1. COMPANY NAME: _____
2. OWNER OF COMPANY: _____
3. NUMBER OF YEARS IN BUSINESS: _____
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS: _____
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT?

   NAME: _____

   TELEPHONE: _____

   EMAIL: _____
6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGANCY, SUCH AS SOIL AND WATER CONSERVATION.

REFERENCE NO. 1

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

EMAIL: _____

REFERENCE NO. 2

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

EMAIL: _____

BID RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____

_____ dated _____

_____ _____
COMPANY NAME FEDERAL ID#

_____
CONTRACTOR LICENSE ID#

_____
STREET ADDRESS PO BOX CITY STATE ZIP

_____ _____
TELEPHONE # FAX #

_____
WARRANTY ON WORK

_____
DAYS TO COMPLETE

BID Total – The undersigned proposes to perform all work for the sum of: Total Bid $_____

*Sum quoted includes all applicable taxes, bond fees, permits, licenses, insurance cost, if any, and all other cost incidental to the resultant contract.

_____ _____
SIGNATURE SIGNATORY'S NAME (printed)

_____
SIGNATORY'S TITLE (printed)

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Carolina Siteworks, Inc. ("Provider").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Sales/Use Taxes Collection and Refunds**:** Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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

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

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

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

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

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

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

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

THE COUNTY	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: J.D. Shell
Title: County Manager	Title: President

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Contract for the reconstruction of eight (8) pickleball courts and one (1) all-weather tennis court at Dan Nicholas Park, per Exhibit B (RFP 2024-005).

1. Site Prep
   - Existing Fence, netting, post footings and asphalt surfaces.
   - Dispose of all materials off-site.
   - Site lighting to be removed by Rowan County
2. Installation
   - ABC Stone – compacted in 2" lifts. Must pass proof roll.
   - Fine grade – preparation for paving.
   - Paving – 3" of surface course asphalt S9.5C compacted in two 1.5" lifts (3,100 SY)
   - Pressure wash and Flood asphalt – test areas that retain water.
   - Patch court – Any area that retains water 1/16" after 1 hour of full sunlight in temp of 70° or above with patch binder.
   - Install eight (8) pickleball courts and one (1) tennis court. Install two net post footings per court in accordance with the American Sports Builders Association (ASBA) specifications. Install one center anchor per court per ASBA specifications. Apply two coats of acrylic resurface product in accordance with manufacturer's instructions. Apply two coats of color for the courts and perimeter as per manufacturer's instructions. Colors to be chosen by owner. Paint lines based on ASBA specifications.
   - Clean surface and leave courts ready for play.
3. Fencing
   - Layout the 10' fence around the perimeter and between tennis and pickleball courts with two (2) gates that are 4' wide to allow for wheelchair access and meet most ADA requirements.
   - Set up terminal posts 3" x 10' to each corner and between gates. Set up line posts 2.5" between terminals in accordance with American Fence Association (AFA) specifications.
   - Set up top rail and bottom tension wire. Install fence fiber black 10' high, 1 ¾" mesh gauge and tie each 16 inches.
     - ☐ Approx. 760 LF.
   - Install new fence 4' high, 1 ¾" mesh gauge 9 and tie each 16 inches between pickleball courts.
     - ☐ Approx. 500 LF
4. Seed/Straw
   - Backfill edge of new courts and seed disturbed areas.

B. Term of the Agreement.
Estimated 180 days to complete, weather permitting.
Performance/Payment bonds of 100% required.

C. Payment to the Provider.
County shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable cost incurred.
Total cost not to exceed $319,770.00 without prior approval.

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

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

- General commercial liability in the amount of $2,000,000 per occurrence / $4,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of $500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	J.D. SHELL PRESIDENT 300 Wade Dr. (PO Box 280) China Grove, NC 28023 Telephone: 704-855-7483

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

Date:_____

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

_____
(Signature of County Finance Officer)

THE PROVIDER

BY: _____

Name: J.D. Shell

Title: President

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, Valerie Steele, Airport and Rowan Transit System Director

DATE: 10/2/2023

SUBJECT: GRANT APPLICATION: Approve Rowan Transit to submit application for FY24 ROAP funding through NC DOT

The NC Department of Transportation released the application for the FY24 Rural Operating Assistance Program (ROAP) on September 5, 2023, which is funded by the NC General Assembly. This program consolidates three different state transportation programs into a single application, making Rowan County eligible to apply for $271,084 in transit operating funds, of which $140,238.77 consists of unspent FY23 funds. The additional allocation of FY24 funding is $130,845.

The Board of Commissioners is the only eligible applicant with the decision-making authority on how ROAP funding will be used in Rowan County. The deadline to apply for the grant is October 11, 2023.

Recommendation: Approve the County Manager and Finance Director to sign and have the documents submitted to NCDOT for the FY24 ROAP grant application.

ATTACHMENTS:

1. RowanTransit_FY24_ROAP_Application
2. RowanTransit_FY24_ROAP_Certified_Statement
3. RowanTransit_FY24_ROAP_Backup_Documentation

Application for Transportation Operating Assistance

FY2024 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	**Rowan County**
County Manager	**Aaron Church**
County Manager's Email Address	Aaron.Church@rowancountync.gov
County Finance Officer	**Anna Bumgarner**
CFO's Email Address	Anna.Bumgarner@rowancountync.gov
CFO's Phone Number	704-216-8174
Person Completing this Application	**Valerie Steele**
Person's Job Title	Airport and Transit Director
Person's Email Address	Valerie.Steele@rowancountync.gov
Person's Phone Number	704-239-1434
Community Transportation System	**Rowan Transit System**
Name of Transit Contact Person	Kristy Cowden Livengood
Transit Contact Person's Email Address	Kristy.Cowden@rowancountync.gov

Application Completed by: _____ Date: 9/14/2023
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: 9/14/2023
Signature

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Revised August 31, 2023

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2024 ROAP Program Schedule

Application Deadline	**October 11, 2023**
Anticipated Funds Disbursement	**Week of November 13, 2023**

***Counties with unspent FY23 funds will retain the funds and the disbursement will be adjusted accordingly.**

***Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15th)**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- **ROAP funds are expended only on eligible activities *as described in Appendix A of the ROAP Guidance.***
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs in one disbursement however, if it is determined that a single disbursement is not possible, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated? If no, how were recommendations made and by whom? (***Type here***) How many individuals assisted in the determination? (***List number here***)	X	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds	**Yes**	**No**
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?		X
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? (***Include a sample agreement with application)***		N/A
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? (***Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)***		X
G. Are ROAP funds deposited in an interest-bearing account?	X	
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	X	
Monitoring and Oversight Responsibilities	**Yes**	**No**
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? **Reports and statistical data are compiled monthly**	X	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	X	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? ***(Matching funds for operating assistance or purchase of service only.)*** 5310 – Elderly Individuals and Individuals with Disabilities Program No 5311 - Non-urbanized Area Formula Program No 5316 – Job Access and Reverse Commute Program (JARC) No 5317 – New Freedom Program No		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? If yes, which programs. No		
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP-funded trips. What documents are used to determine eligibility? RTS has an intake process where age and disability status are verified and entered into scheduling software call CTS-Tripmaster. If EDTAP funds are to the utilized, the form requires a physician certification.		

CERTIFIED STATEMENT
FY2024
RURAL OPERATING ASSISTANCE PROGRAM
County of **Rowan**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2023 to June 30, 2024 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Rowan North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2024 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	88,306	88,306
Employment Transportation Assistance Program (EMPL)	40,057	40,057
Rural General Public Program (RGP)	2,482	2,482
TOTAL	130,845	130,845

WITNESS my hand and county seal, this _____ day of _____, 20_____.

Signature of County Manager/Administrator

AARON CHURCH

Printed Name of County Manager/Administrator

Signature of County Finance Officer

ANNA BUMGARNER

Printed Name of County Finance Officer

State of North Carolina County of

County Seal Here

Revised 08-31-23

ROWAN TRANSIT SYSTEM

2726 Old Concord Road, Salisbury North Carolina 28146

MEMORANDUM

To: **Rowan County Board of Commissioners**
CC: Aaron Church, County Manager
From: Valerie Steele, Airport & Transit Director
Date: September 19, 2023
Re: **FY24 ROAP Grant**

The NC Department of Transportation released the application for the FY24 Rural Operating Assistance Program (ROAP) on September 5, 2023, which is funded by the NC General Assembly. This program consolidates three different state transportation programs into a single application making Rowan County eligible to apply for **$274,252** in transit operating funds. The Board of Commissioners is the only eligible applicant with the decision-making authority on how ROAP funding will be used in Rowan County. The deadline to apply for the grant is October 11, 2023

The RTS Advisory Committee is making the following recommendations:

1. **To apply for $128,151 in Elderly & Disabled Transportation Program** (EDTAP). No local match.
   The purpose of EDTAP funding is to provide additional transportation for Elderly & Disabled.
   The funds cannot replace existing funding for transportation.
   The RTS Advisory Committee recommends the following sub-allocations:

   Rowan Transit- $96,114 Trinity Living Center- $19,222 Therapeutic Recreation- $12,815

2. **To apply for $106,044 in Rural General Public** (RGP): No longer requires 10% Local Match. *These funds must be used to provide general public transportation for rural county residents who travel to any public destination. RGP is used for our RITA service. Passengers are picked up at their home for life sustaining trips to doctors, pharmacies, grocery shopping, public agency appointments, and dialysis. Public passengers under 60 years of age pay a $2.00 fare that helps pay towards the program expenditures.*

3. **To apply for $40,057 in Employment Transportation.** No local match.
   These funds are used for the general public to travel to work and/or other employment related destinations. Under new program guidelines only trip-based services are considered an eligible expense.

Board Action

☐ **Authorize the County Manager to execute the NCDOT Grant Certification Statement and MOA assuring that Rowan County will use the ROAP funding in a manner consistent with the State Management Plan.**

ROWAN TRANSIT SYSTEM

Rowan	EDTAP	EMPL	RGP	Total
FY23 Unspent	$ 39,844.91	$ -	$ 103,561.86	$ 143,406.77
FY24 Disbursement	$ 88,306.00	$ 40,057.00	$ 2,482.00	$ 130,845.00
FY 24 Total Allocation	**$ 128,150.91**	**$ 40,057.00**	**$ 106,043.86**	**$ 274,251.77**

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: 10/2/2023

SUBJECT: Change order #3 - County Boy Landscaping - Mid-Carolina Regional Airport Landscaping Improvements

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Rowan County Airport worked with Talbert, Bright & Ellington, engineering consultants, and received two bids on the re-bid of the Mid-Carolina Regional Airport landscaping improvement project. The County awarded the bid to Country Boy Landscaping, Inc., who submitted the lowest total base bid in the amount of $110,661.00. BOC Approved on November 7, 2022; Agenda Item Q.

The County is requesting a change order as some items were removed/changed from the original project. The Airport is adding large river rock to be placed along one hangar that borders the Airport entrance, and within new landscaping where water runoff from the roof has created an erosion issue.

Original Contract Amount	$ 110,661.00
Removed Items	- $ 8,377.00
Change Order #2	$ 4,200.00
Chnage Order #3	$ 6,070.00
Revised Contract Total	$ 112,554.00
Difference	$ 1,893.00

Attached is the quote for change order number 3.

Board of Commissioners to authorize the Finance Director to approve the contract change order #1 with Country Boy Landscaping, Inc. in the amount of $ 1,893.00.

ATTACHMENTS:

1. Quote

Country Boy Landscaping, Inc.

429 Old Mocksville Road • Statesville, NC 28625
Phone (704) 924-9330 • Fax (704) 924-9332 • Email – seth@cblinc.net
NC Unclassified – Unlimited General Contractor

PROPOSAL

September 14, 2023

Re: Mid-Carolina Airport
River Rock Beside Hanger Building

Country Boy Landscaping, Inc. offers to furnish all labor, equipment, and materials required for the construction of the project listed above.

Description	Quantity	Unit	Unit Price	Total
Place River Rock Sloped Up to Building	**1**	**LS**	**$6,070.00**	**$6,070.00**

TOTAL PROPOSED AMOUNT	**$6,070.00**

The above prices, specifications and conditions are satisfactory and are hereby accepted.
Country Boy Landscaping, Inc. is authorized to do the work as specified.

ACCEPTED:
Company_____
By: _____
Date: _____

Country Boy Landscaping, Inc.
By: Seth Hathcock

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Ed Muire, Planning and Development Director
DATE: 10/2/2023
SUBJECT: Satisfaction for HOME Rehabilitation Deed of Trust

BACKGROUND
The County's Housing Programs Administrator, Salisbury Community Development Corporation (CDC), has advised that a homeowner served by the County's owner-occupied rehabilitation program has satisfied their residency obligation as a condition of the loan agreement. In general, these projects funded thru the HOME program stipulate the owner must reside in the home for eight (8) years after completion of the project; 1/8 of the loan amount is forgiven annually.

RECOMMENDATION
The Deed of Trust and Loan Agreement have been reviewed by the County Attorney for acceptance of terms and duration. As the homeowner has complied with the terms of the loan agreement, Staff recommends:

1. Finance Director Anna Bumgarner be authorized to sign the attached Satisfaction for this Deed of Trust.
2. County Attorney or Planning Director be authorized to file Satisfaction with Rowan County Register of Deeds.

ATTACHMENTS:
1. Ellenburg DT BK 1260 PG 144
2. Ellenburg Loan Agreement
3. Satisfaction for Ellenburg

Doc ID: 012729830004 Type: CRP
Recorded: 10/16/2015 at 04:23:26 PM
Fee Amt: $0.00 Page 1 of 4
Revenue Tax: $0.00
Rowan, NC
J. E. Brindle Register of Deeds
BK 1260 PG 144

R2/4

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.
This the _____ day of _____, 20____
Signed: _____
_____

Parcel Identifier No. 419/203 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: _____

This instrument was prepared by: **Ketner & Dees, Attorneys, 121 E. Kerr Street, Salisbury, NC 28144**

Brief description for the Index: 640 Villa Woods Drive

THIS DEED of TRUST made this 8th day of September, 2015, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
James H. Ellenburg, Jr. **640 Villa Woods Drive** **Salisbury, NC 28146**	**John W. Dees, II** **121 E. Kerr Street** **Salisbury, NC 28144**	**Rowan County** **402 N. Main Street, Room 204** **Salisbury, NC 28144**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

NC Bar Association Form No. 5 © 1976, Revised © September 1985, 2002
Printed by Agreement with the NC Bar Association – 1981 - Chicago Title Insurance Company

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Thirty Two Thousand Two Hundred Thirteen and 50/100**********Dollars ($32,213.50), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is eight years from date.

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Litaker Township, Rowan County, North Carolina, (the "Premises") and more particularly described as follows:

BEING all of Lots 33 and 34 of Villa Woods Subdivision as shown on map recorded in Map Book 9995 at page 1853 in the Rowan County Registry.

TOGETHER with that right of way dedicated in document recorded in Deed Book 623 at page 76 in the Rowan County Registry.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of **$1,000.00** whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes,

assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENTS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to any and all restrictions, easements, reservations and utility rights of way of record which pertain to the within described property.

Subject to Deed of Trust to Chase Manhattan Mortgage Corporation in the original principal amount of $60,000.00 recorded 4/15/04 in Book 1005 at page 79 in the Rowan County Registry.

Subject to Deed of Trust to American General Financial Services, Inc., in the original principal amount of $10,000.00 recorded 7/27/05 in Book 1041 at page 992 in the Rowan County Registry.

Subject to Deed of Trust to N.C. Housing Finance Agency in the original principal amount of $12,305.35 recorded 1/22/15 in Book 1246 at page 872 in the Rowan County Registry.

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

X **THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

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11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.

a. The due on sale provisions of Item 9 shall not be violated by a transfer to a duly qualified low or moderate income person approved by the County.
b. Failure to occupy the premises continuously during the term hereof shall constitute a default hereunder unless said failure results from a transfer permitted herein.
c. Any references in this Deed of Trust to "the Note" or the "Promissory Note" shall mean that certain Rowan County Rehabilitation Program-Housing Assistance Loan Agreement of even date herewith.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

James H. Ellenburg Jr (SEAL)

James H. Ellenburg, Jr.

State of North Carolina - County of Rowan

I, the undersigned Notary Public of the County and State aforesaid, certify that James H. Ellenburg, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 8 day of September, 2015.

My Commission Expires: June 21, 2019

Mary L Powell
Notary Public

Mary L Powell
Typed or Printed Name of Notary Public

MARY L. POWELL NOTARY PUBLIC ROWAN CO., NORTH CAROLINA

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STATE OF NORTH CAROLINA
COUNTY OF ROWAN

ROWAN COUNTY
REHABILITATION PROGRAM – HOUSING ASSISTANCE
LOAN AGREEMENT
FOR PROPERTY LOCATED AT:

640 Villa Woods Drive, Salisbury, NC 28146

THIS AGREEMENT entered into this 8th day of September, 2014, by and between James H. Ellenburg, Jr. (herein "the Property Owner") and Rowan County (herein "the County").

W I T N E S S E T H

WHEREAS, the Property Owner and the County have entered into a contractual agreement whereby certain rehabilitation work and improvements are to be made to residential real property by certain independent contractors who have contracted with the County to perform said work; and

WHEREAS, a copy of the contract is attached hereto as Exhibit A; and,

WHEREAS, the real property which is the subject of this Agreement (herein "the Property") is described on Exhibit B attached hereto; and,

WHEREAS, it is understood and agreed that the above referenced rehabilitation and improvement work will be financed and paid for by the U.S. Department of Housing and Urban Development pursuant to a Grant under the provisions of the HOME Program, which Grant has been made by the Cabarrus/Iredell/Rowan Housing Consortium to the County and is being implemented and administered by Rowan County; and,

WHEREAS, it is agreed that, pursuant to the said Grant, the County has made to the Property Owner a Deferred Payment Rehabilitation Loan in the amount of Thirty Two Thousand Two Hundred Thirteen and 50/100 Dollars ($32,213.50) at zero (0%) percent interest and that no repayment of the said loan by the Property Owner will be required if all terms and conditions of this Agreement are complied with by the Property Owner; and,

WHEREAS, the Agreement is secured by a Deed of Trust of even date herewith.

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

1. Payments will be issued by the County directly to the contractors to cover the costs of construction,

rehabilitation and improvements, and said contractors will provide lien waivers contemporaneously therewith.

2. For a period of eight (8) years from the date of this Loan Agreement (herein "the Recapture Period"), the Property Owner will not sell, convey or transfer the real property unless the County is reimbursed the amount spent on the rehabilitation of the Property; subject, however to the following:

   a. If, during the recapture period, the property is conveyed, sold or transferred to a relative as a result of the death of the Property Owner, or to a duly qualified low or moderate-income person approved by the County, the new Property Owner shall take the Property subject to the terms of this Loan Agreement (herein "the Agreement").

   b. Transfers are otherwise subject to the provision of paragraph 9 of the Deed of Trust.

3. At the end of the Recapture Period, and upon compliance by the Property Owner with all the terms hereof, the foregoing transfer restrictions shall no longer apply.

4. The Property Owner acknowledges that violation of the provisions of the Agreement will entitle the County to recover from the Property Owner all sums expended by the County, or contracted for, in connection with the Agreement and the rehabilitation and improvement of the Property.

5. For each year of compliance by the Property Owner with the terms hereof, the principal balance of the loan shall be reduced by a fractional amount, the numerator of said fraction being 1 and the denominator of said fraction being the number of years in the term of the loan. Such annual reductions shall take effect in arrears on the anniversary date of the Loan. The amount of the Loan due and payable at any time shall be determined by deducting the amount of each annual reduction from the original principal thereof.

6. The Property Owner agrees to execute and deliver to the County, contemporaneously with the execution of this Agreement, a Deed of Trust which will be recorded in the Rowan County Registry to secure performance of the Agreement. A copy of the Deed of Trust is attached hereto as Exhibit C.

7. The Property Owner hereby warrants ownership of the subject property in the name(s) set forth on the signature lines hereof and the signature lines of the Deed of Trust.

8. Whenever the Agreement refers to the County, such reference includes such agents or employees of the County as may have been or may be from time to time designated by the County to carry out duties or responsibilities under the Agreement.

9. Modification or changes by the County in the manner in which the Loan funds are paid out or the manner for contracting for rehabilitation construction services may be made at the discretion of the County and shall not alter the other provisions of this Loan Agreement nor the obligations of the Property Owner hereunder.

10. When reference is made herein to the Property Owner, the singular shall include the plural and the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

James H. Ellenburg (SEAL)

Property Owner: James H. Ellenburg, Jr.

ROWAN COUNTY:

By:

Title: County Manager

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Mary L Powell, a Notary Public, do hereby certify that James H. Ellenburg, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 8th day of September, 2015.

Mary L Powell
Notary Public

My Commission Expires:
June 21, 2019

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Carolyn J Barger, a Notary Public, hereby certify that Aaron Church personally came before me this day and acknowledged that he/she is the County Manager of Rowan County and that by the authority duly given and as the act of the County, he/she signed foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this 8th day of ~~September~~ October, 2015.

Carolyn J Barger
Notary Public

My Commission expires:
11-13-2016

CAROLYN BARGER
NOTARY PUBLIC
Rowan County, North Carolina
My Commission Expires 11-13-2016

SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): James H. Ellenburg, Jr.
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1260 at Page 144
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date:_____

ROWAN COUNTY, a body politic

By:_____
Print or Type Name: Anna Bumgarner
Title: Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that _____
_____
personally came before me this day and acknowledged that he is the_____
of Rowan County, a body politic, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name, on it behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 202_____.

My Commission Expires:

_____
Notary Public

_____

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: 10/2/2023
SUBJECT: Budget Amendments

Please review attached budget amendments.

Approve attached budget amendments.

ATTACHMENTS:
1. BA's Combined - BOC 10-02
2. BA-03-770 - unsigned

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget for $300,000 Worker's Comp claim Settlement approved by BOC 9/5/23

Prepared by: Teresa Sharpless

Date: 9/18/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Approp Fund Balance - Unrestricted	R	5146020-495000	300,000	
Claims Expense	E	5156020-590003	300,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 03-455
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Sep 18, 2023		Date:	Posted by:
Signature: Kelly Natoli		Signature:	Approved by:

Anna R Blumgaine Sep 18, 2023

Request for $300,000 for Worker's Comp Claim Settlement for settlement authority granted to Tracey Jones from NCACC/Teague & Campbell by Board of Commissioners on 9/5/2023 during closed session.

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:
DATE: 9/5/2023
SUBJECT: Confidential Settlement Discussion

ATTACHMENTS:
None

BA-03-455 - BOC 10-02

Final Audit Report 2023-09-19

Created:	2023-09-18
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKv-quG8g4Ikf2QIx1XNAJd2M2L5exOtO

"BA-03-455 - BOC 10-02" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Signature Date: 2023-09-18 - 2:59:19 PM GMT - Time Source: server- IP address: 24.123.188.14

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Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-09-19 - 0:37:58 AM GMT - Time Source: server- IP address: 66.44.246.73

Agreement completed.
2023-09-19 - 0:37:58 AM GMT

Adobe Acrobat Sign

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL: To adjust FY24 ROAP revenues and expenditures to reflect correct allocations

Prepared by: Kristy Livengood
Date: 9/25/2023

BUDGET INFORMATION:

ACCOUNT TITLE	E/R	ACCOUNT #	INCREASE	DECREASE
DOT - ROAP	R	1144529-434128-64520	2,245	
Motor Fuel & Lubricants	E	1164529-562020	2,245	

ROWAN TRANSIT SYSTEM

Rowan	EDTAP	EMPL	RGP	Total
FY23 Unspent	$ 39,844.91	$ -	$ 103,561.86	$ 143,406.77
FY24 Disbursement	$ 88,306.00	$ 40,057.00	$ 2,482.00	$ 130,845.00
FY 24 Total Allocation	**$ 128,150.91**	**$ 40,057.00**	**$ 106,043.86**	**$ 274,251.77**

FY 2024 ROAP Allocation Table

Alamance	$ 129,686	$ 43,126	$ 94,416	$ 267,228
Alexander	$ 76,180	$ 12,230	$ 47,153	$ 135,563
Alleghany	$ 62,811	$ 1,065	$ 30,591	$ 94,467
Anson	$ 70,288	$ 9,921	$ 28,294	$ 108,503
Ashe	$ 57,403	$ 1,238	$ 76,969	$ 135,610
Avery	$ 64,924	$ 7,571	$ 66,548	$ 139,043
Beaufort	$ 86,474	$ 15,618	$ 99,471	$ 201,563
Bertie	$ 62,855	$ 9,115	$ 26,755	$ 98,725
Bladen	$ 71,685	$ 2,062	$ 72,051	$ 145,798
Brunswick	$ 73,040	$ 8,833	$ 48,708	$ 130,581
Buncombe	$ 182,874	$ 119,231	$ 110,050	$ 412,155
Burke	$ 111,334	$ 26,170	$ 32,435	$ 169,939
Cabarrus	$ 65,657	$ 57	$ 8,124	$ 73,838
Caldwell	$ 103,732	$ 24,434	$ 36,914	$ 165,080
Camden	$ 60,222	$ 5,596	$ 57,958	$ 123,776
Carteret	$ 66,177	$ 21,704	$ 120,030	$ 207,911
Caswell	$ 70,224	$ 9,100	$ 73,055	$ 152,379
Catawba	$ 127,209	$ 43,678	$ 30,890	$ 201,777
Chatham	$ 87,660	$ 19,202	$ 109,617	$ 216,479
Cherokee	$ 74,645	$ 10,272	$ 76,872	$ 161,789
Chowan	$ 64,948	$ 6,983	$ 63,246	$ 135,177
Clay	$ 61,992	$ 5,646	$ 58,625	$ 126,263
Cleveland	$ 113,021	$ 30,216	$ 142,488	$ 285,725
Columbus	$ 93,371	$ 19,269	$ 110,832	$ 223,472
Craven	$ 103,736	$ 28,759	$ 45,420	$ 177,915
Cumberland	$ 122,702	$ 82,625	$ 80,342	$ 285,669
Currituck	$ 66,002	$ 10,503	$ 72,866	$ 149,371
Dare	$ 7,118	$ 18,711	$ 84,263	$ 110,092
Davidson	$ 102,084	$ 44,690	$ 130,579	$ 277,353
Davie	$ 59,966	$ 13,285	$ 84,547	$ 157,798
Duplin	$ 86,701	$ 18,758	$ 111,279	$ 216,738
Durham	$ 136,703	$ 50,290	$ 54,088	$ 241,081
EBCI	$ -	$ -	$ 12,642	$ 12,642
Edgecombe	$ 5,336	$ 23	$ 234	$ 5,593
Forsyth	$ 163,852	$ 109	$ -	$ 163,961
Franklin	$ 65,106	$ 19,238	$ 103,818	$ 188,162
Gaston	$ 120,921	$ 66	$ 98,813	$ 219,800
Gates	$ 32,851	$ 5,942	$ 60,394	$ 99,187
Graham	$ 59,486	$ 6,141	$ 54,646	$ 120,273
Granville	$ 34,950	$ 17,944	$ 90,911	$ 143,805
Greene	$ 57,887	$ 7,399	$ 57,013	$ 122,299
Guilford	$ 171,603	$ 120,060	$ 115,120	$ 406,783
Halifax	$ 79,876	$ 22	$ 99,890	$ 179,788

ROLOAN ON PAGE 2

	EDTAP	EMPL	RGP	TOTAL ALLOCATION
Harnett	$ 106,699	$ 19,395	$ 159,494	$ 285,588
Haywood	$ 91,126	$ 1,677	$ 82,747	$ 175,550
Henderson	$ 86,872	$ 24,821	$ 61,792	$ 173,485
Hertford	$ 6,133	$ 8,071	$ 72,857	$ 87,061
Hoke	$ 74,544	$ 16,211	$ 69,254	$ 160,009
Hyde	$ 41,167	$ 5,206	$ 31,298	$ 77,671
Iredell	$ 125,370	$ 46,145	$ 113,412	$ 284,927
Jackson	$ 77,426	$ 14,161	$ 87,683	$ 179,270
Johnston	$ 127,406	$ 48,147	$ 191,410	$ 366,963
Jones	$ 62,573	$ 2,448	$ 10,255	$ 75,276
Lee	$ 80,159	$ 19,438	$ 110,577	$ 210,174
Lenoir	$ 94,285	$ 19,161	$ 112,367	$ 225,813
Lincoln	$ 97,161	$ 24,317	$ 62,835	$ 184,313
Macon	$ 78,285	$ 12,367	$ 84,266	$ 174,918
Madison	$ 49,402	$ 5,916	$ 8,800	$ 64,118
Martin	$ 70,967	$ 8,827	$ 48,972	$ 128,766
McDowell	$ 86,225	$ 14,709	$ 96,435	$ 197,369
Mecklenburg	$ 361,539	$ 299	$ 36,630	$ 398,468
Mitchell	$ 66,100	$ 7,281	$ 56,077	$ 129,458
Montgomery	$ 64,298	$ 9,981	$ 49,312	$ 123,591
Moore	$ 98,173	$ 26,015	$ 119,883	$ 244,071
Nash	$ 17,625	$ 35	$ 252	$ 17,912
New Hanover	$ 149,298	$ 60,618	$ 51,925	$ 261,841
Northampton	$ 59,852	$ 8,979	$ 71,275	$ 140,106
Onslow	$ 115,854	$ 46,514	$ 126,495	$ 288,863
Orange	$ 103,088	$ 37,740	$ 88,942	$ 229,770
Pamlico	$ 64,395	$ 265	$ 49,740	$ 114,400
Pasquotank	$ 75,570	$ 14,976	$ 91,672	$ 182,218
Pender	$ 48,923	$ 17,766	$ 102,016	$ 168,705
Perquimans	$ 64,829	$ 6,574	$ 61,774	$ 133,177
Person	$ 77,821	$ 13,792	$ 90,356	$ 181,969
Pitt	$ 112,243	$ 50,608	$ 102,319	$ 265,170
Polk	$ 20,298	$ 7,580	$ 217	$ 28,095
Randolph	$ 91,499	$ 10,942	$ 142,024	$ 244,465
Richmond	$ 87,232	$ 20	$ 85,844	$ 173,096
Robeson	$ 129,452	$ 41,633	$ 137,623	$ 308,708
Rockingham	$ 113,624	$ 28,339	$ 149,889	$ 291,852
Rowan	$ 88,306	$ 40,057	$ 2,482	$ 130,845
Rutherford	$ 100,062	$ 17,206	$ 121,503	$ 238,771
Sampson	$ 90,097	$ 20,360	$ 116,692	$ 227,149
Scotland	$ 57,851	$ 12,186	$ 49,357	$ 119,394
Stanly	$ 77,734	$ 18,468	$ 113,564	$ 209,766
Stokes	$ 81,692	$ 9,387	$ 81,290	$ 172,369
Surry	$ 98,212	$ 21,802	$ 124,461	$ 244,475
Swain	$ 19,083	$ 8,067	$ 57,824	$ 84,974
Transylvania	$ 58,694	$ 8,434	$ 83,094	$ 150,222
Tyrrell	$ 47,126	$ 859	$ 46,637	$ 94,622

2

Union	$ 123,373	$ 56,158	$ 107,352	$ 286,883
Vance	$ 78,162	$ 15,915	$ 67,075	$ 161,152
Wake	$ 338,937	$ 246,653	$ 121,498	$ 707,088
Warren	$ 41,420	$ 8,499	$ 50,951	$ 100,870
Washington	$ 64,783	$ 3,962	$ 56,660	$ 125,405
Watauga	$ 75,433	$ 16,434	$ 103,119	$ 194,986
Wayne	$ 112,857	$ 36,026	$ 114,646	$ 263,529
Wilkes	$ 98,877	$ 20,462	$ 123,184	$ 242,523
Wilson	$ 98,116	$ 29,040	$ 135,553	$ 262,709
Yadkin	$ 69,109	$ 732	$ 81,684	$ 151,525
Yancey	$ 67,729	$ 6,424	$ 66,572	$ 140,725
TOTALS	**$ 8,680,458**	**$ 2,175,007**	**$ 7,822,874**	**$ 18,678,339**

NOTE: amounts may have slight variations due to rounding.

3

Account

Fund	1010 ···	GEN FD	Acct	1010-45-4500-4500-4529-0000-000-4-434128-64520	
Org	1144529 ··	OPER REV	Acct name	DOT - ROAP	
Object	434128 ···	DOTROAP	Type	Revenue	Status: Active
Project	64520 ···	ROAP GRANT	Rollup	···	
			Sub-Rollup	···	

☐ MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2024/01	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022
Original Budget	-273,787.00	.00	.00
Transfers In	.00	-3,274.00	.00
Transfers Out	890.00	.00	.00
Revised Budget	-272,897.00	-3,274.00	.00
Actual (Memo)	-890.00	-275,868.34	.00
Encumbrances	.00	.00	.00
Requisitions	.00		
Available	-272,007.00	272,594.34	.00
Percent used	.33	8,426.03	.00

274·252·000+
272·007·000-
2·245·000*

ROWAN AREA TRANSIT SYSTEM

RGP Summary of FY 2022 Expenditures

For Period Ending June 30, 2023

Rural General Public (RGP)	Total	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Costs YTD	Budget Remaining	Trips YTD
		2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500			
Rural General Public (RGP)										$ 942.94	$ 618.16	$ 211.61	$ 433.93	$ 2,206.64		
Fares										(40.00)	(30.00)	(10.00)	(16.00)	$ (96.00)		
Net Expenses										902.94	588.16	201.61	417.93	$ 2,110.64		
Trips										22	19	8	10			59
Dialysis-Rural														$ -		
Fares																
Trips																0
PO Out Rural												$ 94.50		$ 94.50		
Trips												5				
RVO - Out of County														$ -		
Trips																0
Total Expenditures	$ 105,767.00									$ 942.94	$ 618.16	$ 306.11	$ 433.93	$ 2,301.14	$ 103,465.86	
Total Fares										(40.00)	(30.00)	(10.00)	(16.00)	$ (96.00)		
Total Exp after Fares										$ 902.94	$ 588.16	$ 296.11	$ 417.93	$ 2,205.14		
Total Trips										22	19	13	10			59

Note: RGP $105,767

Allocation	$ 105,767.00
Expended	$ (2,205.14)
Total Unspent	$ 103,561.86

FY23 - RTS HAS 5311 CARES funding available to use for rural trips through 6/30/2023
FY23 - RTS HAS 5310 CRRSSA fudning available to use for rural trips through 6/30/2024

ROWAN AREA TRANSIT SYSTEM
EDTAP Summary of FY 2022 Expenditures
For Period Ending June 30, 2023

EDTAP	Total	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Costs YTD	Budget Remaining	Trips YTD	% Budget Remaining
		2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500				
Parks & Rec #2	$ 9,248.86													$ -	$ 9,248.86		100.00%
Trips															$ -	0	
															$ -		
ShareRide	$ 18,423.00	$ 983.25	$ 881.33	$1,296.62	$ 1,816.21	$1,155.97	$1,104.24	$ 1,689.53	$1,501.80	$ 2,868.70	$ 2,005.35	$ 1,885.07	$ 1,478.40	$ 18,666.47	$ (243.47)		-1.43%
Fares		$ (46.00)	$ (38.00)	$ (50.00)	$ (68.00)	$ (52.00)	$ (42.00)	$ (66.00)	$ (60.00)	$ (120.00)	$ (80.00)	$ (82.00)	$ (64.00)				
		$ 937.25	$ 843.33	$1,246.62	$ 1,748.21	$1,103.97	$1,062.24	$ 1,623.53	$1,441.80	$ 2,748.70	$ 1,925.35	$ 1,803.07	$ 1,414.40				
Trips		25	19	35	44	37	33	44	42	68	48	46	32			475	
Dialysis - Urban	$ 78,340.00	$ 3,045.34	$3,788.65	$2,580.35	$ 4,424.64	$4,642.10	$2,658.29	$ 4,847.46	$ 4,536.09	$ 5,202.65	$ 6,171.15	$ 7,368.12	$ 7,142.88	$ 56,707.74	$ 21,632.26		27.61%
Fares		$ (136.00)	$ (162.00)	$ (118.00)	$ (176.00)	$ (176.00)	$ (122.00)	$ (188.00)	$ (180.00)	$ (212.00)	$ (258.00)	$ (302.00)	$ (274.00)	$ (2,304.00)			
		$ 2,909.34	$ 3,626.65	$ 2,562.35	$ 4,248.64	$4,466.10	$2,736.29	$ 4,659.46	$ 4,356.09	$ 4,990.65	$ 5,913.15	$ 7,066.12	$ 6,868.88	$ 54,403.74			
Trips		92	101	71	103	100	72	108	96	106	129	151	137			1,254	
TLC Urban	$ 19,300.00	$ 743.67	$1,603.07	$1,259.92	$ 1,014.21	$1,201.20	$1,462.60	$ 1,487.97	$1,193.67	$ 1,271.74	$ 590.71	$ 614.16	$ 701.82	$ 13,144.74	$ 6,155.26		31.89%
Trips		27	61	48	32	45	50	58	52	52	20	23	26		$ -	492	
															$ -		
RVO Out of County	$ 2,228.14								$ 2,228.14					$ 2,228.14	$ -		0.00%
Trips									98						$ -	98	
															$ -		
PO Out Urban	$ 466.00											$ 466.00		$ 466.00	$ -		
Trips												30			$ -		
															$ -		
Total Trips		132	181	152	179	182	156	208	192	226	197	300	195			2,320	
Total Expenditures		4,772.26	6,273.05	5,236.89	7,255.06	6,999.27	5,425.13	8,024.98	9,459.70	9,363.09	8,767.21	10,333.35	9,323.10	$ 91,233.09	$ 36,772.91		
Total Fare		(182.00)	(200.00)	(168.00)	(244.00)	(228.00)	(164.00)	(254.00)	(240.00)	(332.00)	(338.00)	(384.00)	(338.00)	$ (3,072.00)	$ (3,072.00)		
Total Exp after Fares	$ 128,006.00	4,590.26	6,073.05	5,068.89	7,011.06	6,771.27	5,261.13	7,770.98	9,219.70	9,031.09	8,429.21	9,949.35	8,985.10	$ 88,161.09	$ 33,700.91		26.33%

Allocation	$ 128,006.00
Expended	$ (88,161.09)
Total Unspent	$ 39,844.91

EMPLOYMENT

ROWAN AREA TRANSIT SYSTEM

EMPLOYMENT Summary of FY 2022 Expenditures

For Period Ending June 30, 2023

EMPLOYMENT	Total	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Costs YTD	Balance Remaining	% of Budget Remaining	Trips YTD
		2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500				
RVO Out of County	$ 40,014.00	$ 5,001.93	$ 5,916.18	$4,807.29	$5,751.94	$ 4,809.02	$5,247.63	$ 5,236.36	$ 3,243.65					$ 40,014.00	$ -	100.00%	
Trips		246	263	228	258	233	234	221	141								1,824

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To record awarded grant amount for Sheriff's office GrayKey software and transfer funds needed to cover 50% county portion

Prepared by: Teresa Sharpless

Date: 9/21/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Operation Underground Railroad	R	1144410-451004	9,054.00	
Technology Service & Maintenance	E	1154410-534030	9,054.00	
Technology Service & Maintenance	E	1154416-534030	1,060.00	
Other Small Equipment	E	11544165-561095		1,060

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 03-628
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 9/21/23		Date:	Posted by:
Signature: Anne Blem		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: Ann Kitalong-Will, Grants Administration and Governmental Relations
DATE: 9/18/2023
SUBJECT: GRANT AGREEMENT: Sheriff's Office requests approval to accept grant award from Operation Underground Railroad (OUR)

The Sheriff's Office was awarded funding from Operation Underground Railroad (OUR) to assist in the annual license fee for GrayShift's GrayKey software, which is used by the Sheriff's Office to extract forensics data from mobile devices. The awarded amount is $9,054, and requires a $9,054 local match. The Sheriff's Office was approved to apply for this funding at the BoC's 8/21/2023 Regular Meeting. Recommendation:

- Approve the County Manager to execute the grant agreement ("Mutual Agreement Document") between the Rowan County and Operation Underground Railroad for $9,054 to assist with GrayKey software license fees

ATTACHMENTS:
1. _Rowan_County_SO__Operation_Underground_Rail (2)

DocuSign Envelope ID: 0CBDE7B7-75AF-47DD-A9F7-4E502686B58F



OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS.

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to Rowan County Sheriff's Office, NC, each reserving the right to withdraw from the MAD with 30 day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training, and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the donation or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this donation, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donation. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located using the donation leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these donations are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgment of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

The receiving LEA shall not, and shall use commercially reasonable efforts to cause its employees and agents not to, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, including but not limited to any press release or public filing, or take any action which may, directly or indirectly, disparage O.U.R. or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses, or damage any of their reputations. Notwithstanding the foregoing, nothing in this MAD shall preclude the receiving LEA from making truthful statements that are required by applicable law, regulation, or legal process, provided that the receiving LEA shall provide O.U.R. with written notice of such statements, which notice shall include the content of such statements. The provisions of this section shall survive the expiration or earlier termination of this MAD.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

Designated Point of Contact for Reporting: DETECTIVE SERGEANT THOMASON
Phone number: 704-680-2901
Email: Jeremy.Thomason@rowancountync.gov

Designated Media Representative: Detective Sergeant Thomason
Phone number: 704-680-2901
Email: Jeremy.Thomason@rowancountync.gov

The following donations, or forms thereof, will be provided to, Rowan County Sheriff's Office, NC, the Receiving agency.

- Cost share 50% on 1-year GrayKey Essentials + Expansion Pack - 20 / OUR's total cost $9,054.00.

*In a cost share scenario, the requesting agency is required to fulfill their portion of the payment prior to O.U.R completing the agreed upon remainder of quote. The receiving agency must complete their payment portion within 60 days of final signatures or allocated funds will no longer be reserved, and MAD will be voided.

DocuSign Envelope ID: 0CBDE7B7-75AF-47DD-A9F7-4E502686B58F

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

	ROWAN COUNTY
O.U.R. Representative Name	Receiving Agency
	AARON CHURCH
O.U.R. Representative Signature	Representative Name
Date	Representative Signature
	Date

Account Central Fund Org Object Project Advanced search TF

1154416-534030- | TECHNOLOGY SERVICES-SERV&M

Account | Segments | Monthly Data | Budget Rollup | Current vs. CFWD

Status: Active
Type: Expense
Multi Year Fund: No

Account Totals

	2025	2024	2023	2022
Original Budget	0.00	2,000.00	2,000.00	2,000.00
Transfers	0.00	6,000.00	19,918.00	30,000.00
Revised Budget	0.00	8,000.00	21,918.00	32,000.00
Actual (Memo)	0.00	0.00	5,287.28	6,117.28
Encumbrances	0.00	0.00	0.00	0.00
Requisitions	0.00	0.00	0.00	0.00
Available Budget	**0.00**	**8,000.00**	**16,630.72**	**25,882.72**
Percent Used	0 %	0 %	24 %	19 %

increase 1,040 (county portion)

increase 9,054 (Grant portion)

Transactions

Original Budget 2,000.00
Transfers 6,000.00
Revised Budget 8,000.00
Actual (Memo) 0.00

2024

$8,000.00 total amount

Source	Year	Period	Journal	Amount	Comment
BUC	2024	1	857	2,000.00	ORIGINAL BUDGET 2024 FY23

* Per Captain Lombard - 8,000 currently in budget is not earmarked for any purchases, only move what is needed to cover County portion of software

Account Central | Fund | Org | Object | Project | Advanced search | TF

11544165-561095- | OTHER SMALL EQMT

Account | Segments | Monthly Data | Budget Rollup | Current vs. CFWD

Status: Active
Type: Expense
Multi Year Fund: No

Account Totals

	2025	2024	2023	2022
Original Budget	0.00	0.00	0.00	0.00
Transfers	0.00	10,178.00	0.00	0.00
Revised Budget	0.00	10,178.00	0.00	0.00
Actual (Memo)	0.00	0.00	0.00	0.00
Encumbrances	0.00	0.00	0.00	0.00
Requisitions	0.00	0.00	0.00	0.00
Available Budget	**0.00**	**10,178.00**	**0.00**	**0.00**
Percent Used	0 %	0 %	0 %	0 %

decrease 1,060

Transactions

Original Budget 0.00
Transfers 10,178.00
Revised Budget 10,178.00
Actual (Memo) 0.00

2024

$10,178.00 total amount

Source	Year	Period	Journal	Amount	Comment
BUA	2024	3	258	10,178.00	FY23 Reserved Funds - Sheriff

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To record Sheriff's Office evidence deposit and expense

Prepared by: Teresa Sharpless

Date: 9/21/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
RCSO Evidence Revenue	R	1144418-453013	383,248.00	
RCSO Evidence Expenses	E	1154418-590019	383,248.00	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 03-631
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 9/21/23		Date:	Posted by:
Signature:		Signature:	Approved by:

Sharpless, Teresa F.

From: Bumgarner, Anna R
Sent: Thursday, September 21, 2023 3:26 PM
To: Sharpless, Teresa F.
Subject: BA for 10/2/23 agenda

Evidence deposit for Sheriff's Office.

Please do a BA to increase the 2 accounts below by $383,248

Account Inquiry [Rowan County]

Account

Fund	1010	GEN FD	Acct
Org	1144418	SO EVIDENC	Acct na
Object	453013	EVIDENCE	Type
Project			Rollup
			Sub-Rol

4 Year Comparison | History | 4 Year Graph

Yr/Per 2024/01	Fiscal Year 2024
Original Budget	.00
Transfers In	.00
Transfers Out	.00
Revised Budget	.00
Actual (Memo)	-383,247.98
Encumbrances	.00
Requisitions	.00
Available	383,247.98
Percent used	.00

Account Inquiry [Rowan County]

Account

Fund	1010	GEN FD	A
Org	1154418	SO EVIDENC	A
Object	590019	EVIDENCE	T
Project			R
			S

4 Year Comparison | GAAP w/Carry Forward

Yr/Per 2024/01	Fiscal Year 2024
Original Budget	.00
Transfers In	.00
Transfers Out	.00
Revised Budget	.00
Actual (Memo)	.00
Encumbrances	.00

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

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: FINANCE

EXPLANATION IN DETAIL: To adjust funds from CIP accounts to a C/A Account

Prepared by: Mitzi O'Dell
Date: 09/26/23
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
C/A - Furniture & Equip	E	3758093-575090	1,046,890.00	
C/A - Bldg	E	3758093-573000	27,561,787.00	
CIP - Architect	E	3758093-577010		3,463,312.00
CIP - Buildings	E	3758093-577005		24,098,475.00
CIP - Furniture & Fixtures	E	3758093-577030		1,046,890.00
			28,608,677	28,608,677

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved: ☐	Budget Revision # 03-770
Disapproved: ☐		Disapproved: ☐	Date Posted:
Amended:		Amended:	Group Number:
Date: Sep 26, 2023		Date:	Posted by:
Signature: Anna R Blumgaine		Signature:	Approved by:

Sharpless, Teresa F.

From: Odell, Mitzi C
Sent: Tuesday, September 26, 2023 2:39 PM
To: Sharpless, Teresa F.
Cc: Bevis, Lisa F
Subject: RE: Account Creation
Attachments: 2023-0926 WEP BA.xls

Thanks so much. Can you please submit the attached BA for WEP project? Once completed I will do a JE and contract change orders to go with this change.

Thanks in advance.

Mitzi

ROWAN COUNTY NORTH CAROLINA Be an original.

Mitzi O'Dell | Accountant III
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Tuesday, September 26, 2023 2:35 PM
To: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: RE: Account Creation

This has been completed. Thanks!

From: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Sent: Tuesday, September 26, 2023 2:31 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: Account Creation

Good afternoon. Can you please create the account 3758093-575090 C/A – Furn & Equip?

We will do a BA to move the CIP amounts into this account once created.

Thanks,

Mitzi

Accounts (7)

Description	Org	Object	Project	Type	Revised	Actual	Enc/Reqs	Available	% Used
OTHER SMALL EQMT	3758093	561095		Expense	0.00	0.00	0.00	0.00	0
C/A - BLDG	3758093	573000		Expense	0.00	0.00	0.00	0.00	0
C/A - FURN&EQUIP	3758093	575090		Expense	0.00	0.00	0.00	0.00	0
CIP - BUILDINGS	3758093	577005		Expense	24,098,475.00	4,661,688.88	17,736,351.62	1,700,434.50	92.944
CIP - ARCHITECT	3758093	577010		Expense	3,463,312.00	45,312.37	197,532.08	3,220,467.55	7.012
CIP - FURNITURE & FIXTURES	3758093	577030		Expense	1,046,890.00	0.00	0.00	1,046,890.00	0
DEBT ISSUANCE COSTS	3758093	590063		Expense	0.00	0.00	0.00	0.00	0

Rows per page: 100 1-7 of 7

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, Micah Ennis, Social Services Director, Alyssa Harris, Public Health Director
DATE: 10/2/2023
SUBJECT: Sole-Source National Cinemedia Agreement - FY24

Rowan County DSS and the Health Department has been working in partnership with National Cinemedia (NCM) and respectfully requests permission to continue utilizing our agreement with NCM as a sole-source provider of marketing in Salisbury's Tinseltown (Cinemark) Theatre. As detailed in the attachment, "National Cinemedia is the single, exclusive sales and marketing representative" for Cinemark, which includes Salisbury's Tinseltown. There are no other similar providers of advertising in the local theatre, and per our agreement with NCM, they will also push ads to mobile and other digital devices of moviegoers.

BOC approved the original Sole-Source on April 4, 2022; Agenda Item B. Funds are provided by grants and will not involve any county funds.

See attached Sole Source letter documentation from NCM.

Recommendation:
Board of Commissioners to approve the sole-source and authorize the County Manager and/or Purchasing Director to approve the contract with National Cinemedia, LLC. depending on procurement policy requirements.

ATTACHMENTS:
1. Sole Source Letter

August 8, 2023

Re: Sole Source Advertising

To Whom It May Concern:

Please be advised that National CineMedia ("NCM") is the single, exclusive sales and marketing representative for the sales of all on-screen and other in-theatre advertising and promotions for the following theatre exhibitors ("Exhibitors"):

Aliance Management (Xscape), AMC*, Atrium Stadium Cinemas, Ayrsley Theatre, Cinemark*, Cinepolis* (only former Movie House & Eatery locations), Cinergy, Coming Attractions, Fairchild, Far Away Entertainment*, Fox Theatres, Fountain Stone Theaters, Fremont Theaters, Georgia Theatre Company, Golden Star, GQT, High Sierra, Kerasotes/ICON, Legacy Theaters, Loeks/Celebration Cinemas/Studio C, Main Street Theatres, Marquee, Spotlight Linway*, Metropolitan, Misty Fairchild, MJR, MovieScoop, Movie Tavern*, Odyssey, O'Neil, PictureShow Cinemas, Regal Cinemas*, Santikos, ShowBiz, Southeast Cinemas, Star Cinema Grill, Texas Cinema/EVO, UEC Theatres, Venue Cinema, VIP Cinemas, West Mall Theater, White Mountain Entertainment.

* Please note: Exhibitors marked with an asterisk may have limited exceptions to NCM's exclusivity.

Best regards,

Scott Felenstein
President
National CineMedia

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Scott Shelton, Rowan EDC Vice President
DATE: 10/2/2023
SUBJECT: Public Hearing Request - EDC 'Project Hoist'

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for its October 16th meeting to consider an incentive request from 'Project Hoist.'

The company behind 'Project Hoist' is an existing Rowan County employer considering an expansion.

If Rowan County were chosen for this expansion, the company would create 170 new jobs and invest $21 million in new construction and equipment.

Schedule public hearing for 10/16/23 meeting

ATTACHMENTS:
1. 20230921 - Request for Public Hearing (Project Hoist)

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

Date: September 21, 2023
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentive request for 'Project Hoist'*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for October 16th to consider an incentive request from 'Project Hoist.' The company is an existing employer in Rowan County that is considering our community for a potential expansion. If our community were chosen, the company would add 170 jobs over the next five years. While these numbers are preliminary, the company estimates that it will also invest approximately $21 million in new construction and equipment.

I look forward to providing you detailed information regarding this request in the coming days. Please do not hesitate to contact me with any questions you may have and thank you for supporting our efforts.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Scott Shelton, Rowan EDC Vice President
DATE: 10/2/2023
SUBJECT: Request for Public Hearing - Project Crowe

Please set a Public Hearing for October 16th for Project Crowe.

ATTACHMENTS:
1. Request for Public Hearing (Project Crowe)

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

Date: September 22, 2023
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentive request for 'Project Crowe'*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for October 16th to consider an incentive request from 'Project Crowe.' The company behind 'Project Crowe' is considering Rowan County for a new facility. If our community were chosen, the company would add 80 jobs over the next three years. While these numbers are preliminary, it is estimated that there will be approximately $114 million of investment in new construction and equipment related to this project.

I look forward to providing you with detailed information regarding this request in the coming days. Please do not hesitate to contact me with any questions you may have and thank you for supporting our efforts.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

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
DATE: 10/2/2023
SUBJECT: USDA Counterproposal

The USDA has contacted Rowan County with a counterproposal to Rowan County's submitted proposal to the USDA Request for Lease Proposals (RLP) 57-37159-22-FA.

Counterproposal summary:
Instead of amortizing the tenant improvement costs (line 12.a), they have asked if Rowan County would accept one lump-sum payment ($675,000) when the renovation is completed. This means the annual lease amount would be $17/sq ft. (shell rate) plus $1.67/sq ft (operating cost rate). In this scenario (See attachment, column, "Scenario Two"), the rent would be $99,436.42/year for years 1-5, and $104,762.42/year for years 6-10. In Scenario Two, the first row includes the lump sum payment in year 1.

Recommendations:

1. It is respectfully requested that the Board of Commissioners consider the counterproposal from USDA for RLP 57-37159-22-FA.
2. If the counterproposal is accepted, it is recommended the Board of Commissioners approve the County Manager and appropriate county staff to sign and submit the attached updated proposal documents to the USDA.

ATTACHMENTS:
1. Letter from USDA - WEP Lease Counterproposal
2. Summary-Scn1-2
3. Option1_RowanCounty_GSA-Form1364
4. Option2_Rowan-County-I_GSA_Form_1364
5. K_GSA-Form1217_Lessor-Annual-Cost-Statement
6. Line G26

United States Department of Agriculture

Farm Production and Conservation Business Center

Management Services

Leasing Acquisition and Administration

9/7/2023

Via Email: ann.kitalong-will@rowancountync.gov

Rowan County
130 W. Innes St
Salisbury, NC 28144

RE: Final Proposal Revision (FPR)
Request for Lease Proposal No. 57-37159-22-FA, USDA, Salisbury, NC
U.S. Department of Agriculture (USDA) Service Center

Dear Ann Kitalong-Will:

Please be advised the Government has established 4:00 PM EST on October 6th , 2023 as the termination date of negotiations for the space located at ADDRESS.

Your FPR must include a final GSA form 1364 (or GSA Form 3626), GSA form 1217, and TICS Table. Please clearly identify all changes to your proposal in either your cover letter or an attachment to the FPR. Items that are not addressed in the final offer will be construed as remaining unchanged from your previous proposals. If your offer is to remain the same, notify us in writing to confirm your current proposal. Final proposal response must be submitted by the final offer due date to:

LEASE CONTRACTING OFFICER: David McPadden at David.mcpadden@usda.gov
REALTY SPECIALIST: Stephen Paulsen at stephen.paulsen@usda.gov

Please review RLP Section 3.0 HOW TO OFFER to confirm that you have provided all requested documentation and forms. In addition, please verify that any newly provided or updated materials meet the submittal requirements.

Make sure that your EVIDENCE OF CAPABILITY TO PERFORM (Section 3.06B) has not expired and shows the Offeror's ability to fund/finance 100% of the improvement costs.

Negotiations relative to RLP will be concluded at 4:00 PM EST on October 6th , 2023. You are requested to contact this office prior to this date to discuss or amend your offer in any way. No further negotiations will be conducted after this date.

As a result of negotiations, your offer for a fully serviced Lease (per the RLP), presently stands as follows:

A. General Information

1. You have agreed to all term and conditions as set for in RLP 57-37159-22-FA as well as the attachments to the RLP.

USDA is an equal opportunity provider, employer, and lender.

2. Offer is for a full-service lease for 10 years, 5 years firm, with the Government having the right to terminate the lease anytime with 120 days written notice. No renewal options.

3. Offer is for 5,189 ANSI/BOMA office area (ABOA) square feet, yielding 5,326 rentable square feet (RSF).

4. Please review draft lease and verify that the existing restrooms meet local code requirements. If the restrooms do not meet local code or major renovations are necessary, you will have to meet the fixture requirement outlined in draft lease (shell cost). Restrooms must also meet ABAAS.

5. Offeror has provided 50 reserved parking spaces for Government vehicle and 50 non-reserved parking spaces for employees.

6. Per the GSA Form 1364/3626 submitted on 8/9/2023, the Government's understanding of detailed rate structure is as follows:

	YEARS 1 - 5	YEARS 5 – 10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$90,542	$95,904
OPERATING COSTS[2]	$ 63,912	$ 63,912
TOTAL ANNUAL RENT[4][6]	$ 154,454.00	$159,816.00

Please review your numbers one more time before submitting your Final Proposal so that you are offering your most competitive rental rate for this space.

7. Tenant Improvements – The offer includes turnkey tenant improvements in the amount of $675,000.

8. The Government's percentage of occupancy is 29%

9. In Form GSA-1364/3626:
   - Normal Hours: 6:00 am – 6:00 pm – Monday thru Friday

We appreciate your cooperation during these discussions and look forward to receiving your final proposal revision. Please take care to assure that forms are complete and accurate. If you have any questions, please contact David McPadden at 919-873-2196 or via email at David.mcpadden@usda.gov. Thank you for your participation in Government Leasing.

Sincerely,

David McPadden
USDA Lease Contracting Officer

USDA is an equal opportunity provider, employer, and lender.

Summary - 2 scenarios for WEP Lease Proposal to USDA

	Scenario One (renovation costs amortized over 10 years)	Scenario Two (renovation costs as lump sum payment in year 1)
Year	**Revenue**	**Revenue**
1	$ 195,541.23	$ 774,436.42
2	$ 195,541.23	$ 99,436.42
3	$ 195,541.23	$ 99,436.42
4	$ 195,541.23	$ 99,436.42
5	$ 195,541.23	$ 99,436.42
6	$ 200,867.23	$ 104,762.42
7	$ 200,867.23	$ 104,762.42
8	$ 200,867.23	$ 104,762.42
9	$ 200,867.23	$ 104,762.42
10	$ 200,867.23	$ 104,762.42
Total Revenue	**$ 1,982,042.34**	**$ 1,695,994.20**

PROPOSAL TO LEASE SPACE	In Response to Request for Lease Proposals (RLP) Number→	57-37159-22-FA	DATED

SECTION I - DESCRIPTION OF PREMISES

1. BUILDING DESCRIPTION	a. Building Name	b. Building Street Address
	West End Plaza Agricultural Center	1935 Jake Alexander Blvd. West

c. City	d. State	e. 9-Digit ZIP Code	f. Congressional District
Salisbury	NC	28147	13

2a. FLOORS OFFERED	2b. TOTAL NUMBER OF FLOORS IN BUILDING	3. TOTAL RENTABLE SPACE IN OFFERED BUILDING		
		a. GENERAL PURPOSE (Office)	b. WAREHOUSE	c. OTHER
1 (percent of single floor)	2	5,189 SF	0 SF	0 SF

4. LIVE FLOOR LOAD	5. MEASUREMENT METHOD	6. YEAR OF LAST MAJOR RENOVATION (if applicable)	7. BUILDING AGE	8. SITE SIZE
Pounds per SF	☑ ANSI/BOMA ☐ OTHER	N/A	35	18,143 SF 30 Acres

SECTION II - SPACE OFFERED AND RATES

9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA)	10. RENTABLE SQUARE FEET (RSF)	11. COMMON AREA FACTOR (CAF)
5,326	5,189	

"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, ~~excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price Li~~st. The Tenant Improvements in Block 12, are not to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements ~~or BSAC improvements~~ are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.

	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION INTEREST RATE (%)	d. ANNUAL RENT $ PER RSF	e. ANNUAL RENT $ PER ABOA SF	f. NUMBER YEARS RATE IS EFFECTIVE Number of years each cost per square foot is in effect. State any changes for any rent component.
12. TENANT IMPROVEMENTS (per RLP requirements)	$ 675,000.00	10	7	$ 18.12	$ 18.12	
~~13. BSAC (per RLP requirements)~~						
14. SHELL BUILD-OUT (per RLP requirements)	$ 675,000.00					
15. TOTAL BUILD-OUT COSTS						
16. SHELL RENT (Including real estate taxes. Refer to Line 28 on GSA Form 1217)				$ 17.00	$ 17.00	5
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)				$ 12.00	$ 12.00	
18. TOTAL RATE/SF				$ 47.12	$ 47.12	
19. TOTAL ANNUAL RENT				$ 244,505.68		

20. STEP RENT (SHELL RATES)	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS
	$ 18.00 /RSF $ /ABOA	5 Thru 10	$ /RSF $ /ABOA	Thru	$ /RSF $ /ABOA	Thru

21. PARKING			
a. Number of parking spaces for the entire building/ facility which are under the control of the Offeror:	50+ Surface	0 Structured
b. Number of parking spaces required by local code:	0 Surface	0 Structured
c. Number of parking spaces for Employee/Visitor Use (per RLP):	50+ Surface	0 Structured
d. Number of parking spaces for Official Government Vehicles (per RLP):	Surface	Structured
e. Does the rental rate offered above include RLP-required parking costs? YES ☑ NO ☐ If NO, complete the following:	Annual cost per space: $ Surface	$ Structured

SECTION III - LEASE TERMS AND CONDITIONS

22. INITIAL LEASE TERM *(Full Term)*

a. Number of Years	b. Years Firm	c. Number of Days Notice for Government to Terminate Lease
20	5	120

23. RENEWAL OPTIONS (Only fill block 23 out if RLP ask for Renewal Option)

a. Shell Rate / RSF / Yr	b. Years Each	c. Number of Options	d. Number of Days Notice to Exercise Option:

24. OFFER GOOD UNTIL AWARD

25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.

26. ~~COMMISSIONS *(If applicable)*, ATTACH COMMISSION AGREEMENT~~

a. ~~Tenant Representative Commission:~~	b. ~~Owner's Representative Commission:~~	c. ~~Schedule of Commission Payments:~~

27. ~~OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE*~~

~~*Block 27 fees only applicable for TI subject to post award pricing.; N/A for turnkey pricing~~

a. ~~Architectural/Engineering fees will be (choose one):~~
- ☐ ~~1. $_____ per ABOA SF~~
- ☐ ~~2. _____% of Total TI construction costs~~
- ☐ ~~3. $_____ flat fee~~

b. ~~Lessor's Project Management Fee will be _____ percent of Total TI construction costs~~

c. ~~If other fees are applicable, state as per ABOA square foot, or if using a percentage, the basis for determining the fee.~~

~~**The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.**~~

28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE

Adjustment for Vacant Premises: $_____ per ABOA SF

Adjustment for Reduced Services: $_____ per ABOA SF*

*Only applies when Government requires extended services, such as 24/7 HVAC, beyond normal operating hours (check RLP/Lease for confirmation). Reflects reduction if Government no longer requires these extended services.

HVAC Overtime Rate: $_____ per hour per ☐ zone ☐ floor ☐ space (choose one)

For rates based on a "per zone" basis, provide the following:

Number of zones in offered Space: _____

Building's Normal Hours of HVAC Operation:

Monday - Friday _____ AM to _____ PM

Saturday _____ AM to _____ PM

Sunday _____ AM to _____ PM

Percent of Government Occupancy: _____ %

Current Year Taxes: $_____

Based on fully assessed value? ☐ Yes ☐ No

Is the offered space part of multiple tax bills or multiple buildings on an single tax parcel? ☐ Yes ☐ No

If so, provide tax ID numbers and SF for each. Attach the legal description of the offered property.

If a site is offered, state the total land costs: $_____

29. FREE RENT INCLUDED IN OFFER
- ☐ 1. _____ months free rent (includes shell, operating, TI ~~and BSAC~~ rent)
- ☐ 2. Other rental concessions structured as follows _____
- ☐ 3. None

30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER *(See RLP requirements)*

31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

32. RECORDED OWNER

a. Name	b. Address	c. City	d. State	e. ZIP +4	f. DUNS Number
Rowan County	130 W. Innes Street	Salisbury	NC	28144	074494014

33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☑ have read the RLP with attachments in its entirety and am requesting no deviations.

34. Offeror's Interest in Property ☐ Owner ☐ Agent ☑ Other: County Manager

35. OFFEROR ☐ Check if same as Recorded Owner

a. Name	b. Address	c. City	d. State	e. ZIP + 4
Aaron Church	130 W. Innes Street	Salisbury	NC	28144

f. Title	g. E-Mail Address	h. Telephone Number
County Manager	aaron.church@rowancountync.gov	704-216-8180

i. Offeror's Signature	j. Date Signed
Aaron	8-9-23

LEASE PROPOSAL DATA	In Response to Request for Lease Proposals (RLP) Number	DATE:

1 Offeror's Interest in the Property:
☐ Fee owner ☑ Other:

Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.

2 Flood Plains:
The Property is ☐ in a base (100-year) flood plain ☐ in a 500-year flood plain ☐ not in a flood plain.

(See RLP Section 2, Flood Plains.)

3 Seismic Safety: The Building
☑ RLP does not contain seismic requirements. No documentation required.
☐ RLP contains seismic requirements. The Building
- ☐ Fully meets seismic requirements or meets an exemption under the RLP
- ☐ Does not meet seismic requirements, but will be retrofitted to meet seismic requirements
- ☐ Will be constructed to meet seismic requirements
- ☐ Will not meet seismic requirements

(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.

4 Historic Preference: The Building is a
☐ Historic property within a historic district.
☐ Non-historic developed site or non-historic undeveloped site within a historic district.
☐ Historic property outside of a historic district.
☑ None of the above.

(See RLP Section 2, Historic Preference.) Attach appropriate documentation.

5 Asbestos-Containing Material (ACM): The Property
☑ Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage.
☐ Contains ACM not in a stable, solid matrix.

(See RLP Section 2, Asbestos.)

6 Fire/Life Safety:
The Property ☑ Meets ☐ Does not meet Lease fire/life safety standards.

(See RLP Section 2, Fire Protection and Life Safety.)

7 Accessibility:
The Property ☑ Meets ☐ Does not meet Lease accessibility standards.

(See RLP Section 2, Accessibility.)

8 ENERGY STAR®: The Building
☐ Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): _____
☑ Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and
- ☑ Determined that none are cost effective.
- ☐ Determined that the following are cost effective (Attach additional pages):

(See RLP Section 2, Energy Independence and Security Act.)

9 Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.
☐ I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference.

(See RLP and Lease documents for more information)

PROPOSAL TO LEASE SPACE	In Response to Request for Lease Proposals (RLP) Number➔	57-37159-22-FA	DATED

SECTION I - DESCRIPTION OF PREMISES

1. BUILDING DESCRIPTION	a. Building Name	b. Building Street Address
	West End Plaza Agricultural Center	1935 Jake Alexander Blvd. West

c. City	d. State	e. 9-Digit ZIP Code	f. Congressional District
Salisbury	NC	28147	13

2a. FLOORS OFFERED	2b. TOTAL NUMBER OF FLOORS IN BUILDING	3. TOTAL RENTABLE SPACE IN OFFERED BUILDING		
		a. GENERAL PURPOSE (Office)	b. WAREHOUSE	c. OTHER
1 (percent of single floor)	2	5,189 SF	0 SF	0 SF

4. LIVE FLOOR LOAD	5. MEASUREMENT METHOD	6. YEAR OF LAST MAJOR RENOVATION (if applicable)	7. BUILDING AGE	8. SITE SIZE
Pounds per SF	✔ ANSI/BOMA OTHER	N/A	35	330832 SF 30 Acres

SECTION II - SPACE OFFERED AND RATES

9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA)	10. RENTABLE SQUARE FEET (RSF)	11. COMMON AREA FACTOR (CAF)
5,189	5,326	

"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, ~~excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price Li~~st. The Tenant Improvements in Block 12, are not to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements ~~or BSAC improvements~~ are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.

	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION INTEREST RATE (%)	d. ANNUAL RENT $ PER RSF	e. ANNUAL RENT $ PER ABOA SF	f. NUMBER YEARS RATE IS EFFECTIVE
						Number of years each cost per square foot is in effect. State any changes for any rent component.
12. TENANT IMPROVEMENTS (per RLP requirements)	$ 675,000.00	0	0	$ 0.00		
~~13. BSAC (per RLP requirements)~~						
14. SHELL BUILD-OUT (per RLP requirements)	$ 675,000.00					
15. TOTAL BUILD-OUT COSTS	$ 675,000.00					
16. SHELL RENT (Including real estate taxes. Refer to Line 28 on GSA Form 1217)				$ 17.00		5
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)				$ 1.67		
18. TOTAL RATE/SF				$ 36.79		
19. TOTAL ANNUAL RENT				$ 99,436.42		
	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS
20. STEP RENT (SHELL RATES)	$ 18.00 /RSF $ /ABOA	5 Thru 10	$ /RSF $ /ABOA	Thru	$ /RSF $ /ABOA	Thru

21. PARKING				
a. Number of parking spaces for the entire building/ facility which are under the control of the Offeror:	50+	Surface	0	Structured
b. Number of parking spaces required by local code:	0	Surface	0	Structured
c. Number of parking spaces for Employee/Visitor Use (per RLP):	50+	Surface	0	Structured
d. Number of parking spaces for Official Government Vehicles (per RLP):		Surface		Structured
e. Does the rental rate offered above include RLP-required parking costs? YES ✔ NO ☐ If NO, complete the following: Annual cost per space:	$	Surface	$	Structured

SECTION III - LEASE TERMS AND CONDITIONS

22. INITIAL LEASE TERM *(Full Term)*

a. Number of Years	b. Years Firm	c. Number of Days Notice for Government to Terminate Lease
10	5	120

23. RENEWAL OPTIONS (Only fill block 23 out if RLP ask for Renewal Option)

a. Shell Rate / RSF / Yr	b. Years Each	c. Number of Options	d. Number of Days Notice to Exercise Option:

24. OFFER GOOD UNTIL AWARD

25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.

~~26. COMMISSIONS *(If applicable)*, ATTACH COMMISSION AGREEMENT~~

~~a. Tenant Representative Commission:~~	~~b. Owner's Representative Commission:~~	~~c. Schedule of Commission Payments:~~

~~27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE*~~

~~*Block 27 fees only applicable for TI subject to post-award pricing.; N/A for turnkey pricing~~

~~a. Architectural/Engineering fees will be (choose one):~~
- ☐ ~~1. $_____ per ABOA SF~~
- ☐ ~~2. _____% of Total TI construction costs~~
- ☐ ~~3. $_____ flat fee~~

~~b. Lessor's Project Management Fee will be _____ percent of Total TI construction costs~~

~~c. If other fees are applicable, state as per ABOA square foot, or if using a percentage, the basis for determining the fee.~~

~~**The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.**~~

28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE

Adjustment for Vacant Premises: $_____ per ABOA SF

Adjustment for Reduced Services: $_____ per ABOA SF*

*Only applies when Government requires extended services, such as 24/7 HVAC, beyond normal operating hours (check RLP/Lease for confirmation). Reflects reduction if Government no longer requires these extended services.

HVAC Overtime Rate: $_____ per hour per ☐ zone ☐ floor ☐ space (choose one)

For rates based on a "per zone" basis, provide the following:

Number of zones in offered Space: _____

Building's Normal Hours of HVAC Operation:

Monday - Friday _____ AM to _____ PM

Saturday _____ AM to _____ PM

Sunday _____ AM to _____ PM

Percent of Government Occupancy: _____%

Current Year Taxes: $_____

Based on fully assessed value? ☐ Yes ☐ No

Is the offered space part of multiple tax bills or multiple buildings on an single tax parcel? ☐ Yes ☐ No

If so, provide tax ID numbers and SF for each. Attach the legal description of the offered property.

If a site is offered, state the total land costs: $_____

29. FREE RENT INCLUDED IN OFFER
- ☐ 1. _____ months free rent (includes shell, operating, TI ~~and BSAC~~ rent)
- ☐ 2. Other rental concessions structured as follows _____
- ☐ 3. None

30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER *(See RLP requirements)*

31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

32. RECORDED OWNER

a. Name	b. Address	c. City	d. State	e. ZIP +4	f. DUNS Number
Rowan County	130 W. Innes Street	Salisbury	NC	28144	074494014

33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☑ I have read the RLP with attachments in its entirety and am requesting no deviations.

34. Offeror's Interest in Property ☐ Owner ☐ Agent ☑ Other: County Manager

35. OFFEROR ☐ Check if same as Recorded Owner

a. Name	b. Address	c. City	d. State	e. ZIP + 4
Aaron Church	130 W. Innes Street	Salisbury	NC	28144

f. Title	g. E-Mail Address	h. Telephone Number
County Manager	aaron.church@rowancountync.gov	704-216-8180

i. Offeror's Signature	j. Date Signed

LEASE PROPOSAL DATA	In Response to Request for Lease Proposals (RLP) Number	DATE:

1 **Offeror's Interest in the Property:**

☐ Fee owner ☑ Other:

Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.

2 **Flood Plains:**

The Property is ☐ in a base (100-year) flood plain ☐ in a 500-year flood plain ☑ not in a flood plain.

(See RLP Section 2, Flood Plains.)

3 **Seismic Safety: The Building**

☐ RLP does not contain seismic requirements. No documentation required.

☑ RLP contains seismic requirements. The Building

- ☑ Fully meets seismic requirements or meets an exemption under the RLP
- ☐ Does not meet seismic requirements, but will be retrofitted to meet seismic requirements
- ☐ Will be constructed to meet seismic requirements
- ☐ Will not meet seismic requirements

(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.

4 **Historic Preference: The Building is a**

☐ Historic property within a historic district.

☐ Non-historic developed site or non-historic undeveloped site within a historic district.

☐ Historic property outside of a historic district.

☑ None of the above.

(See RLP Section 2, Historic Preference.) Attach appropriate documentation.

5 **Asbestos-Containing Material (ACM): The Property**

☑ Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage.

☐ Contains ACM not in a stable, solid matrix.

(See RLP Section 2, Asbestos.)

6 **Fire/Life Safety:**

The Property ☑ Meets ☐ Does not meet Lease fire/life safety standards.

(See RLP Section 2, Fire Protection and Life Safety.)

7 **Accessibility:**

The Property ☑ Meets ☐ Does not meet Lease accessibility standards.

(See RLP Section 2, Accessibility.)

8 **ENERGY STAR®: The Building**

☐ Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): _____

☑ Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and

- ☑ Determined that none are cost effective.
- ☐ Determined that the following are cost effective (Attach additional pages):

(See RLP Section 2, Energy Independence and Security Act.)

9 **Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.**

☐ **I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference.**

(See RLP and Lease documents for more information)

LESSOR'S ANNUAL COST STATEMENT

Important - Read attached "Instructions"

OMB Control Number: 3090-0086
Expiration Date: 12/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP)		2. Statement Date
57-37159-22-FA		
3. Rental Area (Square Feet)	3A. Entire Building	3B. Leased by Government
330,832	330,832	5,326

4. Building Name and Address *(Number, Street, City, State, and Zip Code)*

West End Plaza
1935 Jacob Alexander Boulevard W
Salisbury, NC 28147

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		*FOR GOVERNMENT USE ONLY*
	(a) Entire Building	(b) Government-Leased Area	
A. CLEANING, JANITOR AND/OR CHAR SERVICE 5. Salaries	$130,000.00	$2,080.00	
6. Supplies *(Wax, cleaners, cloths, etc.)*	$15,000.00	$240.00	
7. Contract Services *(Window washing, waste and snow removal)*	$5,000.00	$80.00	
B. HEATING 8. Salaries			
9. Fuel *("X" one)* ☐ Oil ☒ Gas ☐ Coal ☐ Electric	$10,000.00	$160.00	
10. System Maintenance and Repair	$5,000.00	$80.00	
C. ELECTRICAL 11. Current for Light and Power	$126,950.00	$2,080.00	
12. Replacement of Bulbs, Tires, Starters	$3,000.00	$48.00	
13. Power for Special Equipment			
14. System Maintenance and Repair *(Ballasts, Fixtures, etc.)*	$2,000.00	$32.00	
D. PLUMBING 15. Water *(For all purposes) (Include Sewage Charges)*	$10,500.00	$168.00	
16. Supplies *(Soap, towels, tissues not in 6 above)*	$5,000.00	$80.00	
17. System Maintenance and Repair	$5,000.00	$80.00	
E. AIR CONDITIONING 18. Utilities *(Include electricity, if not in C11)*			
19. System Maintenance and Repair	$16,000.00	$256.00	
F. ELEVATORS 20. Salaries *(Operators, starters, etc.)*			
21. System Maintenance and Repair	$1,000.00	$16.00	

G. MISCELLANEOUS ***(To the extent not included on Page 1)*** 22. Building Engineer and/or Manager	$49,158.00	$787.00	
23. Security *(Watchperson, guards, not janitors)*	$85,000.00	$1,360.00	
24. Social Security Tax and Workperson's Compensation Insurance	$30,000.00	$480.00	
25. Lawn and Landscaping Maintenance	$6,000.00	$96.00	
26. Other *(Explain on separate sheet)*	$48,000.00	$768.00	
27. TOTAL	**$552,608.00**	**$8,891.00**	

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. Real Estate Taxes			
29. Insurance *(Hazard, Liability, etc.)*			
30. Building Maintenance and Reserves for Replacement			
31. Lease Commission			
32. Management			
33. TOTAL			

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.	34. Signature of: ☐ Owner ☒ Legal Agent	
TYPED NAME AND TITLE	SIGNATURE	DATE
34A. AARON CHURCH, COUNTY MANAGER	34B.	34C.
35A.	35B.	35C.

INSTRUCTIONS

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Request for Lease Proposals (RLP) number, if available.

2. Enter the date that your statement was prepared and signed.

3. A. Enter in this block a computation of the rentable area *(multiple tenancy basis)* for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls *(actual or proposed)* or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor services areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include the vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3. B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.

4. Identify the property by name and address.

SECTION I

ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Request for Lease Proposals (RLP) and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II

ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.

29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.

30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.

31. Enter any lease commission which you may be responsible for due to the Government leasing action.

32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.

34. - 35. Complete Lessor certification.

G.26 – “Other”

Item	Cost Estimate
Technology Maintenance (security & sprinkler systems)	$10,000
R&M – Building	$25,000
R&M – Equipment	$5,000
Maintenance Supplies – General (includes plumbing, electrical, HVAC, elevator)	$8,000
TOTAL	**$48,000**

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
DATE: 10/2/2023
SUBJECT: Rowan Wild Nature Center Grant Report

End of year reporting is due for 2022-23 NC Science Museums Grant to the Rowan Nature Center; the attached Certification document is required as part of the report. 2022-23 Schedule of Receipts and Expenditures is attached as reference. The total awarded amount was $75,000.

Approve County Manager and Finance Director to sign and have notarized the State Certification of grant expenditures.

ATTACHMENTS:
1. Certification
2. Backup documentation

Rowan County Office of the Manager

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180 FAX 704-216-8195

To: State Agency Head and Chief Fiscal Officer
Office of the State Budget and Management

Certification:

We certify that the accompanying reports represent all financial activity related to the receipt, use, and expenditure of funds granted by the State of North Carolina to Rowan County – Nature Center for the fiscal year ended 06/30/2023 and that the expenditures reported were for the purposes appropriated by the General Assembly or collected by the State of North Carolina and in compliance with the applicable laws, regulations, and terms and conditions of the grant documents.

The accompanying reports are presented on the cash basis of accounting and are supported by our financial records.

We understand that if it is found the expenditures reported were not used for the purpose(s) appropriated, that the grantor agency shall report such findings to the Attorney General, the Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller. Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of State funds shall be reported by the Office of State Budget and Management to the Attorney General and State Bureau of Investigation.

Sworn Statement:

Anna Bumgarner and Aaron Church, duly sworn, say that we are the Treasurer and County Manager, respectively, of Rowan County of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Treasurer

_____
County Manager

Sworn to and subscribed before me on the day of the date of said certification.

_____ My Commission Expires: _____
(Notary Signature and Seal)

If there are any questions, please contact:
Darrell Stover, Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
darrell.stover@naturalsciences.org
(919)707-9963

Equal Opportunity Employer

recycled paper

NC Science Museums Grant Program – Reporting Documentation

2022-23 Schedule of Receipts and Expenditures

1. Organization:	
Organization Name:	Rowan Wild
Tax Identification #:	56-6000336
Organization Fiscal Year End: (mmddyyyy)	06/30/2023
Mailing Address (street, city, state, zip code):	6800 Bringle Ferry Rd. Salisbury, NC 28146
Phone Number (area code + number):	704-216-7820
Fax Number (area code + number):	704-216-7972
Contact Person:	Megan Cline
Contact Person Title:	Nature Center Supervisor
E-Mail Address:	Megan.cline@rowancountync.gov

a. Receipts		
Funding State Agency	**Grant Title**	**Total Receipts**
Dept. of Natural & Cultural Resources	**NC Science Museums Grant Program**	

b. Expenditures	
Category	**Dollar Amount**
Personnel	
Contracted Services	
(a)Total Personnel/Contracted Services Costs:	
Office Supplies & Materials	
Service Related Supplies	38,930.28 ← all other supplies
(b)Total Supplies & Material Costs:	**38,930.28**
Travel	562.46 ← Safe Capture Hotel + Travel reimb.
Communications & Postage	
Utilities	
Printing & Binding	
Repair & Maintenance	
Meeting/Conference Expense	895.00 ← Safe capture
Employee Training (no travel)	
Classified Advertising	
In-State Board Meeting Expenses	
(c)Total Non-Fixed Operating Expense:	**1,457.46**
Office Rent (Land, Buildings, etc.)	
Furniture Rental	
Equipment Rental (Phones, Computers, etc.)	
Vehicle Rental	
Dues & Subscriptions	
Insurance & Bonding	
Books/Library Reference Materials	
Mortgage Principal, Interest and Bank Fees	
(d)Total Fixed Charges & Other Expenses:	
Buildings & Improvements	4,880.00 ← Sidewalk

NC Science Museums Grant Program – Reporting Documentation

Leasehold Improvements	
Furniture/Non-Computer Equip., $500+ per item	27,440.00 → Walk in Cooler
Computer Equipment/Printers, $500+ per item	
Furniture/Equip., under $500 per item	
(e)Total Property & Equipment Outlay:	**32,320.00**
Purchase of Services	
Contracts with Service Providers	
Stipends/Scholarships/Bonuses/Grants	
(f)Total Services/Contracts:	
Food	
Other (provide description here): ___ Tree Removal_____	2,300.00 — tree removal
Other (provide description here): _____	
Other (provide description here): _____	
Other (provide description here): _____	
(g)Total Other Expenses:	**2,300.00**
Total Expenditures (sum a through g)	**75,007.74**

Unexpended cash balance

Beginning of the year cash balance	**75,000**
End of the year cash balance	**-7.74**

If there are any questions, please contact:

Darrell Stover, Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
darrell.stover@naturalsciences.org
(919)707-9963

ROWAN COUNTY
NC MUSEUM OF NATURAL SCIENCES FY23
PARKS & REC
DAN NICHOLAS WILDLIFE & NATURE CENTER
GRANT EXPENSES
1156440-585019

Education Expenses

Check Date	Check #	Vendor	Invoice	Total Payment	Balance Remaining to be Paid
		Starting Balance - Awarded amount			$17,600.00
3/18/2023		Lucky Leroys	refridgerator	$787.50	$16,812.50
3/9/2023		Amazon	books, floor cushions	$455.49	$16,357.01
4/6/2023		Rattlesnake Conservancy	training	$628.20	$15,728.81
5/16/2023	06/28/49	Stoner	gravel for outdoor area	$922.04	$14,806.77
4/19/2023	po 23000573	Sams Club	chairs	$1,752.50	$13,054.27
4/18/2023	PO 23000562	Cardinal Health	rabies vx-staff	$1,869.24	$11,185.03
5/4/2023		event brite	sheep/goat workshop	$20.00	$11,165.03
5/8/2023	12/04/50	kimballs	camp shirts	$1,207.00	$9,958.03
5/8/2023		acorn naturalist	invert. Extendable	$336.11	$9,621.92
5/11/2023		nature watch	skulls	$822.83	$8,799.09
5/24/2023		staples	index tabs	$21.98	$8,777.11
5/25/2023		michaels	tie dye, canvas, paint	$437.70	$8,339.41
05/25/23		walmart	camp supplies	$901.06	$7,438.35
05/25/23		Sams Club	camp supplies	$570.50	$6,867.85
06/02/23		lowes	clear spray paint	$6.98	$6,860.87
06/06/23		Expedia	Safe Capture hotel	$398.46	$6,462.41
06/06/23		Safe Capture	training	$895.00	$5,567.41
		Katie ferguson	reimbursment expense	$164.00	$5,403.41
05/25/23		USPS	eagle feathers	$11.80	$5,391.61
5/5/2023		amazon ($7.49)	camp supplies	$7.00	$5,384.61
5/8/2023		amazon ($683.23)	camp supplies	$638.54	$4,746.07
5/8/2023		amazon ($47.07)	camp supplies	$43.99	$4,702.08
6/8/2023		amazon ($57.16)	camp supplies	$56.04	$4,646.04
6/8/2023		Rowan Parks&Rec	camp-gem mining	$126.00	$4,520.04
6/11/2023		walmart	camp-boots, tie dye...	$297.13	$4,222.91
6/11/2023		walmart	camp-tie dye	$9.98	$4,212.93
6/2/2023		Rowan Parks&Rec	camp-gem mining	$90.00	$4,122.93
			radios	$3,715.00	$407.93
6/12/2023		amazon	gloves	$35.00	$372.93
6/12/2023		amazon	biology card game	$29.98	$342.95
6/12/2023		amazon	card games	$33.73	$309.22
6/13/2023		amazon	cooling racks	$95.96	$213.26
6/14/2023		amazon	board games	$24.89	$188.37
6/12/2023		amazon	gloves, tie-dye	$129.28	$59.09
6/12/2023		amazon	ice molds	$18.52	$40.57
					$40.57
					$40.57
					$40.57
					$40.57
				$17,559.43	

Animal Exhibits

Check Date	Check #	Vendor	Invoice	Total Payment	Balance Remaining to be Paid
		Starting Balance - Awarded amount			$ 57,400.00
4/10/2023		Rodent pro	food supply	$510.50	$56,889.50
4/12/2023	po 23000594	Nelson Manf.	waters	$1,787.57	$55,101.93
4/14/2023	po 23656	Sink Fence	short fence @ vult.	$7,391.00	$47,710.93
4/15/2023	po 23655	Piedmont Fence	groundhog top	$5,500.00	$42,210.93
4/13/2023		mcdonalds	food supply	$620.13	$41,590.80
5/30/2023	712315	Bush	walk-in cooler	$27,440.00	$14,150.80
4/28/2023		amazon	shelf-flamm. Cab	$42.20	$14,108.60
4/28/2023		amazon	flamm cabinet	$884.94	$13,223.66
6/4/2023		tractor supply	pl. egg carton	$7.96	$13,215.70
5/8/2023		amazon	door mats	$468.23	$12,747.47
5/8/2023		amazon	fire ext signs	$6.99	$12,740.48
6/16/2023		rodent pro	food supply	$998.80	$11,741.68
6/16/2023		Rodent pro	food supply	$986.47	$10,755.21
6/19/2023		mcdonalds	food supply	$816.23	$9,938.98
6/13/2023		Elium farms	hay	$82.50	$9,856.48
6/16/2023		inland point	fish	$255.00	$9,601.48
6/22/2023		tractor supply	lime, alfa pell	$59.94	$9,541.54
6/21/2023		dollar tree	brushes	$10.00	$9,531.54
6/16/2023		food lion	turkey burger	$29.37	$9,502.17
6/26/2023		amazon	pillow cases	$29.94	$9,472.23
6/30/2023		mike stoner	stone dust	$626.98	$8,845.25
6/7/2023		lowes	trimmer, misc items	$288.85	$8,556.40
6/22/2023		mwi	STAT supplement	$54.07	$8,502.33
6/22/2023		mwi	sterile water	$6.38	$8,495.95
6/22/2023		mwi	hoof trimmers	$26.32	$8,469.63
6/27/2023		amazon	misty boots	$89.95	$8,379.68
6/14/2023		staples	metalic sharpie	$6.99	$8,372.69
6/13/2023		harbor freight	grabbers	$29.97	$8,342.72
6/28/2023		walmart	food, misc	$303.91	$8,038.81
6/28/2023		lowes	buckets, lids, etc	$214.38	$7,824.43
6/26/2023		armstrongs	insects	$60.56	$7,763.87
6/7/2023		lowes	broom	$29.96	$7,733.91
6/12/2023		food lion	greens	$44.50	$7,689.41
6/30/2023		hills	worms	$3.18	$7,686.23
6/1/2023		amazon		$489.82	$7,196.41
6/1/2023		amazon		$62.45	$7,133.96
6/1/2023		walmart		$2.27	$7,131.69
4/20/2023	cont. 23629	bogle	sidewalk project	$4,880.00	$2,251.69
06/27/23		HETC	tree removal	$2,300.00	-$48.31
				$57,448.31	

Rowan County

G/L ACCOUNT DETAIL

Org: 1156440 Object: 585019
GRANT:DNP WILDLIFE & NAT CTR 1010-61-6160-6400-6440-0000-000-5-585019-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2023	13	887	06/30/2023	GEN	1		LB/APR	-23,952.00	Y		0		TO RECLAS
2023	13	684	06/30/2023	GEN	1		LB/APR	-976.00	Y		0		RECLASS A
2023	13	542	06/30/2023	API	1		W FY2023	520.00	Y	714349	FY2023	MARK ELLER	Dan Nicho
2023	13	541	06/30/2023	API	1		W FY2023	626.98	Y	714358	FY2023	STONER INC, GENE	Dan Nicho
2023	13	412	06/30/2023	GEN	1		LB/APR	-80.00	Y		0		RECLASS G
2023	13	326	06/30/2023	API	1		755	44.50	Y		0	FOOD LION INC	TXN001274
2023	13	326	06/30/2023	API	1		755	29.37	Y		0	FOOD LION INC	TXN001276
2023	13	326	06/30/2023	API	1		755	90.00	Y		0	ROWAN CNTY	TXN001271
2023	13	326	06/30/2023	API	1		755	126.00	Y		0	ROWAN CNTY	TXN001273
2023	13	326	06/30/2023	API	1		755	44.85	Y		0	AMAZON.COM	TXN001278
2023	13	326	06/30/2023	API	1		755	303.91	Y		0	WALMART #01-1027	TXN001279
2023	13	326	06/30/2023	API	1		755	297.13	Y		0	WALMART #01-1027	TXN001274
2023	13	326	06/30/2023	API	1		755	9.98	Y		0	WALMART #01-1027	TXN001274
2023	13	326	06/30/2023	API	1		755	6.99	Y		0	STAPLES INC	TXN001276
2023	13	326	06/30/2023	API	1		755	255.00	Y		0	INLAND POINT FRES	TXN001277
2023	13	326	06/30/2023	API	1		755	29.97	Y		0	HARBOR FREIGHT TO	TXN001275
2023	13	326	06/30/2023	API	1		755	89.95	Y		0	AMZ WEBSTAURANTST	TXN001279
2023	13	326	06/30/2023	API	1		755	24.89	Y		0	AMZ WEBSTAURANTST	TXN001275
2023	13	326	06/30/2023	API	1		755	56.04	Y		0	AMZ WEBSTAURANTST	TXN001273
2023	13	326	06/30/2023	API	1		755	33.73	Y		0	AMZ WEBSTAURANTST	TXN001274
2023	13	326	06/30/2023	API	1		755	29.98	Y		0	AMZ WEBSTAURANTST	TXN001274
2023	13	326	06/30/2023	API	1		755	129.28	Y		0	AMZ WEBSTAURANTST	TXN001274
2023	13	326	06/30/2023	API	1		755	35.00	Y		0	AMZ WEBSTAURANTST	TXN001274
2023	13	326	06/30/2023	API	1		755	95.96	Y		0	AMZ WEBSTAURANTST	TXN001275
2023	13	326	06/30/2023	API	1		755	18.52	Y		0	AMZ WEBSTAURANTST	TXN001274
2023	13	326	06/30/2023	API	1		755	29.94	Y		0	AMZ WEBSTAURANTST	TXN001279
2023	13	326	06/30/2023	API	1		755	10.00	Y		0	DOLLAR TREE STORE	TXN001278
2023	13	326	06/30/2023	API	1		755	398.46	Y		0	EXPEDIA	TXN001272
2023	13	326	06/30/2023	API	1		755	998.80	Y		0	RODENTPRO.COM LLC	TXN001277
2023	13	326	06/30/2023	API	1		755	986.47	Y		0	RODENTPRO.COM LLC	TXN001277
2023	13	326	06/30/2023	API	1		755	6.38	Y		0	MWI VETERINARY SU	TXN001278
2023	13	326	06/30/2023	API	1		755	54.07	Y		0	MWI VETERINARY SU	TXN001278
2023	13	326	06/30/2023	API	1		755	26.32	Y		0	MWI VETERINARY SU	TXN001279
2023	13	326	06/30/2023	API	1		755	7.96	Y		0	TRACTOR-SUPPLY-CO	TXN001271
2023	13	326	06/30/2023	API	1		755	59.94	Y		0	TRACTOR-SUPPLY-CO	TXN001278
2023	13	326	06/30/2023	API	1		755	214.38	Y		0	LOWES #00449	TXN001279
2023	13	326	06/30/2023	API	1		755	29.96	Y		0	LOWES #00449	TXN001273
2023	13	326	06/30/2023	API	1		755	288.85	Y		0	LOWES #00449	TXN001273
2023	13	326	06/30/2023	API	1		755	6.98	Y		0	LOWES #00449	TXN001272
2023	13	326	06/30/2023	API	1		755	816.23	Y		0	MCDONALD GENERAL	TXN001277
2023	13	326	06/30/2023	API	1		755	60.56	Y		0	PAYPAL ARMSTRONG	TXN001279
2023	13	326	06/30/2023	API	1		755	3.18	Y		0	HILLS MINNOW FARM	TXN001273
2023	13	326	06/30/2023	API	1		755	895.00	Y		0	SAN DIEGO ZOO WEB	TXN001273
2023	13	185	06/30/2023	API	1	23629	W FY2023	976.00	Y	713662	FY2023	THE BOGLE FIRM AR	NC Trails
2023	13	19	06/30/2023	API	1	23656	W FY2023	7,391.00	Y	713515	FY2023	ROY SINK	New fence
2023	13	19	06/30/2023	API	1		W FY2023	82.50	Y	713438	FY2023	ELIUM, RANDY	orchard g
2023	13	19	06/30/2023	API	1	23000553	W FY2023	3,715.00	Y	713477	FY2023	MOBILE COMMUNICAT	Portable
2023	12	1054	06/30/2023	API	1	23654	W FY2023	765.00	Y	713723	FY2023	PIEDMONT FENCE IN	New priva
2023	12	827	06/27/2023	API	1		504	125.00	Y	71338806302023		TRI ELECTRIC INC	service c
2023	12	827	06/27/2023	API	1	23685	504	2,300.00	Y	71327006302023		HETC INC	Tree remo
2023	12	827	06/27/2023	API	1	23655	504	5,500.00	Y	71334806302023		PIEDMONT FENCE IN	New chain

Report generated: 09/26/2023 13:41
User: BoydLH
Program ID: glactinq

G/L ACCOUNT DETAIL

Org: 1156440 Object: 585019
GRANT:DNP WILDLIFE & NAT CTR 1010-61-6160-6400-6440-0000-000-5-585019-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2023	12	827	06/27/2023	API	1	23654	504	10,296.00	Y		71334806302023	PIEDMONT FENCE IN	New priva
2023	12	735	06/23/2023	GEN	1		LB/APR	-27,440.00	Y		0		RECLASS T
2023	12	735	06/23/2023	GEN	1		LB/APR	-9,750.00	Y		0		RECLASS T
2023	12	735	06/23/2023	GEN	1		LB/APR	-7,425.00	Y		0		RECLASS T
2023	12	735	06/23/2023	GEN	1		LB/APR	-4,800.00	Y		0		RECLASS T
2023	12	470	06/01/2023	API	1		408	901.06	Y		0	WALMART #01-1027	TXN001269
2023	12	470	06/01/2023	API	1		408	570.50	Y		0	SAMS CLUB INC	TXN001268
2023	12	470	06/01/2023	API	1		408	336.11	Y		0	ACORN NATURALISTS	TXN001262
2023	12	470	06/01/2023	API	1		408	437.70	Y		0	MICHAELS STORES I	TXN001269
2023	12	470	06/01/2023	API	1		408	638.54	Y		0	AMZ WEBSTAURANTST	TXN001265
2023	12	470	06/01/2023	API	1		408	7.00	Y		0	AMZ WEBSTAURANTST	TXN001262
2023	12	470	06/01/2023	API	1		408	43.99	Y		0	AMZ WEBSTAURANTST	TXN001263
2023	12	470	06/01/2023	API	1		408	489.82	Y		0	AMZ WEBSTAURANTST	TXN001262
2023	12	470	06/01/2023	API	1		408	62.45	Y		0	AMZ WEBSTAURANTST	TXN001262
2023	12	470	06/01/2023	API	1		408	11.80	Y		0	USPS POSTAGE	TXN001268
2023	12	470	06/01/2023	API	1		408	822.83	Y		0	NATURE - WATCH	TXN001265
2023	12	371	06/16/2023	API	1	23671	350	4,880.00	Y		71270106162023	THE BOGLE FIRM AR	Red Wolf
2023	12	335	06/01/2023	API	1		378	468.23	Y		0	AMAZON.COM	TXN001263
2023	12	335	06/01/2023	API	1		378	42.20	Y		0	AMAZON.COM	TXN001261
2023	12	335	06/01/2023	API	1		378	884.94	Y		0	AMAZON.COM	TXN001261
2023	12	335	06/01/2023	API	1		378	2.27	Y		0	WALMART #01-1027	TXN001268
2023	12	335	06/01/2023	API	1		378	21.98	Y		0	STAPLES INC	TXN001269
2023	12	335	06/01/2023	API	1		378	6.99	Y		0	AMZ WEBSTAURANTST	TXN001262
2023	12	335	06/01/2023	API	1		378	528.00	Y		0	RODENTPRO.COM LLC	TXN001260
2023	12	335	06/01/2023	API	1	23000594	378	1,787.57	Y		0	NELSON MANUFACTUR	TXN001262
2023	12	301	06/01/2023	API	1		355	185.89	Y		0	SALISBURY NEWSMED	TXN001265
2023	12	255	06/06/2023	API	1	23000623	328	1,207.00	Y		71256206092023	KIMBALL SCREEN PR	Shirts fo
2023	12	26	06/02/2023	API	1	23000634	236	27,440.00	Y		71231506022023	BUSH REFRIGERATIO	cooler fo
2023	11	799	05/01/2023	API	1	23000573	242	1,752.50	Y		0	SAMS CLUB INC	TXN001257
2023	11	577	05/01/2023	API	1		184	510.50	Y		0	RODENTPRO.COM LLC	TXN001253
2023	11	577	05/01/2023	API	1		184	620.13	Y		0	MCDONALD GENERAL	TXN001254
2023	11	577	05/01/2023	API	1		184	628.20	Y		0	PAYPAL THE RATTLE	TXN001252
2023	11	498	05/19/2023	API	1		143	922.04	Y		71203805192023	STONER INC, GENE	pit grave
2023	11	159	05/01/2023	API	1		62	20.00	Y		0	EVENT BRITE SCHOO	TXN001257
2023	10	704	04/25/2023	GEN	1		LB/APR	1,869.24	Y		0		PAY FOR R
2023	10	515	04/03/2023	API	1		9939	455.49	Y		0	AMZ WEBSTAURANTST	TXN001243
2023	10	515	04/03/2023	API	1		9939	787.50	Y		0	LUCKY LEROYS SQ	TXN001245
2023	05	26	11/04/2022	API	1		8628	7,425.00	Y		70485611042022	GRAHAMS PIPING IN	DNP-Rowan
2023	04	654	10/03/2022	API	1		8599	47.90	Y		0	ACORN NATURALISTS	TXN001193
2023	04	654	10/03/2022	API	1		8599	27.43	Y		0	AMZ WEBSTAURANTST	TXN001192
2023	04	654	10/03/2022	API	1		8599	45.99	Y		0	AMZ WEBSTAURANTST	TXN001192
2023	04	654	10/03/2022	API	1		8599	627.81	Y		0	LOWES #00449	TXN001185
2023	04	654	10/03/2022	API	1		8599	999.25	Y		0	WWW.GARRISONFLOOD	TXN001190
2023	04	654	10/03/2022	API	1		8599	264.05	Y		0	TOMAHAWK LIVE TRA	TXN001193
2023	04	363	10/03/2022	API	1		8507	8.00	Y		0	DOLLAR TREE STORE	TXN001186
2023	04	354	10/03/2022	API	1		8501	25.08	Y		0	HOME DEPOT CHARLO	TXN001187
2023	04	354	10/03/2022	API	1		8501	18.75	Y		0	DOLLAR TREE STORE	TXN001186
2023	04	354	10/03/2022	API	1		8501	10.74	Y		0	LOWES #00449	TXN001191
2023	04	27	10/07/2022	API	1		8359	3,300.00	Y		70375510072022	RT MASONRY INC	Repair St
2023	03	423	09/23/2022	API	1		8264	9,750.00	Y		70328709232022	DAVID HEATH HAGE	Retaining
2023	03	219	09/16/2022	API	1		8213	1,450.00	Y		70219309162022	STATESVILLE FENCE	Bobcat Fe

G/L ACCOUNT DETAIL

Org: 1156440 Object: 585019

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS

Total Amount: 37,861.48

** END OF REPORT - Generated by Boyd, Leslie H **

G/L ACCOUNT DETAIL

Org: 1156440 Object: 574000
C/A - OTHER IMPROVEMENTS 1010-61-6160-6400-6440-0000-000-5-574000-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2023	13	887	06/30/2023	GEN	1		LB/APR	23,952.00	Y		0		TO RECLAS
2023	13	684	06/30/2023	GEN	1		LB/APR	976.00	Y		0		RECLASS A
2023	13	412	06/30/2023	GEN	1		LB/APR	80.00	Y		0		RECLASS G
2023	12	735	06/23/2023	GEN	1		LB/APR	9,750.00	Y		0		RECLASS T
2023	12	735	06/23/2023	GEN	1		LB/APR	7,425.00	Y		0		RECLASS T
2023	12	735	06/23/2023	GEN	1		LB/APR	4,800.00	Y		0		RECLASS T

Total Amount: 46,983.00

** END OF REPORT - Generated by Boyd, Leslie H **

Rowan County

G/L ACCOUNT DETAIL

Org: 1156440 Object: 575090
C/A-FURN&EQUIP 1010-61-6160-6400-6440-0000-000-5-575090-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2023	12	735	06/23/2023	GEN	1		LB/APR	27,440.00	Y		0		RECLASS T

Total Amount: 27,440.00

** END OF REPORT - Generated by Boyd, Leslie H **

Report generated: 09/26/2023 14:07
User: BoydLH
Program ID: glactinq

Rowan County

G/L ACCOUNT DETAIL

Org: 1156440 Object: 558000
TRAVEL 1010-61-6160-6400-6440-0000-000-5-558000-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2023	12	827	06/27/2023	API	1		504	164.00	Y	71325606302023		KATIE FERGUSON	travel re
2023	10	475	04/21/2023	API	1		9908	185.68	Y	71086504212023		MEGAN CLINE	Travel 4/

Total Amount: 349.68

** END OF REPORT - Generated by Boyd, Leslie H **

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM:
DATE: 10/2/2023
SUBJECT: (Agenda Addition) North Carolina Community College System – Capital Project Approval – North Campus Driver Training Range at RCCC

ATTACHMENTS:
1. Cover Memo
2. Capital Improvement Project Approval

Rowan County Finance Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8174 FAX (704) 216-8166

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

From: Anna Bumgarner, Finance Director

Re: RCCC – NC Community College System – Capital Improvement Project – North Campus Driver Training Range

Date: October 2, 2023

RCCC is receiving $2,000,000 in SCIF funds for the construction of the College's North Campus Driver Training Range This includes Truck Driver Training program and driver/operator training components for public safety programs. This form requires a signature from the Rowan County Manager or Finance Director. The attached document indicates that $0.00 funds are needed from the County for the planning and construction of this project. It does however indicate that $44,976.40 will be needed for the colleges annual operating and utility budget per year to support the new construction with the breakdown included. Signature by the County certifies that proper county officials are notified to seek an appropriation adjustment to the college's budget for the new facility when opened.

Attached Capital Improvement Project Approval.

Recommendation: Board of Commissioners to authorize Rowan County Finance Direct to sign North Carolina Community College System Capital Improvement Project Approval for North Campus Driver Training Range for Rowan-Cabarrus Community College.

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

CAPITAL IMPROVEMENT PROJECT APPROVAL

NEW PROJECT

College Rowan-Cabarrus Community College

Project Name North Campus Driver Training Range **NCCCS Project No.** 2800

Campus 1045 Rowan-Cabarrus CC - Main Campus **County** Rowan

I. TYPE OF PROJECT:

New Facility

II. DESCRIPTION OF PROJECT:

*For description of a new facility project, please include scope of work, property description (facility location, lease, purchase), description of new structure (location, size (SF) and floors, materials, use of interior spaces), brief description of facility's systems (mechanical, electrical, plumbing, generators), overview of the facilities instructional programming, and any special construction requirements (permitting, abatement, demolition,

Insert project and amendment description here.

This project would provide a home for the College's Truck Driver Training program, as well as driver/operator training components for public safety programs.

The range will be located on the 24.59 acre parcel of land located just south of the Fire Training Center on North Campus recently donated to the College by Rowan County. The complete project is conceptualized as: 3.2-acre driver training pad, 1/3 mile long track to support Firefighting, Law Enforcement, Emergency Medical, and Commercial Truck vehicle operator training programs, 5,000 sf masonry, modular multipurpose building housing two classrooms, administrative offices, storage, and restrooms, a three-story observation tower, an outdoor training pavilion (with two restrooms and a small storage area), a 3,600-foot-long extension of Navigation Way is included, linking the facility to the campus and to Julian Road. This roadway includes one stream crossing and a traffic circle at the intersection of Navigation Way and College Drive. Five tractor/trailer combination vehicles with supporting equipment is included in this estimate.

This will be a formal project overseen by College staff in conjunction with the State Construction Office. It is anticipated that the project would take nine months to design, and an additional eight months to construct it. The project is proposed to be funded with State Capital Improvement Funds (SCIF).

This will be a form **Project to be constructed/renovated on college owned property**

Project to be constructed/renovated on leased property

Provide the System Office a copy of lease that meets criteria as addressed in **Capital Improvement Manual**.

This form was prepared by:

Name: Danny Carpenter

Signature:

Contact Number: 704-216-7134

Date: Sept. 25, 2023

CPC Signature:

III. ESTMATED COST OF PROJECT:

A. PRE-CONSTRUCTION COSTS		
1. Site Grading and Improvements (not in III B)	0.00	
2. Demolition (not in III B)	0.00	
Subtotal "A"		0.00
B. CONSTRUCTION		
1. Design Fee	190,000.00	
2. Construction.....	1,600,000.00	
3. Construction Contingency	75,000.00	
4. Other Contracts	110,000.00	
5. Other Fees	25,000.00	
Subtotal "B"		2,000,000.00
C. Other Costs		
1. Initial Equipment.....	0.00	
2. Work Performed by Owner	0.00	
Subtotal "C"		0.00
TOTAL ESTIMATED COST OF PROJECT (Sum of III A, B, C)		**$2,000,000.00**

IV. SOURCES OF FUNDS IDENTIFIED FOR THIS PROJECT:

A. NON-STATE FUNDS		
1. County Appropriated	0.00	
2. County Bonds	0.00	
3.	0.00	
4.	0.00	
5.	0.00	
Subtotal "A"		0.00
B. STATE FUNDS (Handled locally by college - not reimbursed through System Office)		
1.	0.00	
2.	0.00	
3.	0.00	
Subtotal "B"		0.00
C. STATE FUNDS (Reimbursed by the System Office)		
1. Budget Code 42120 New SCIF $400M	2,000,000.00	
2. Budget Code	0.00	
3. Budget Code	0.00	
4. Budget Code	0.00	
Subtotal "C"	0.00	2,000,000.00
Total Sources of Funds Available (IV A, B, C)		2,000,000.00
D. UNIDENTIFIED FUNDS		
1. Unidentified Funds (Do not include on the NCCCS 2-16)	0.00	
Subtotal "D"		0.00
Total Sources of Funds Including Unidentified		**$2,000,000.00**

V. CERTIFICATION BY THE COLLEGE BOARD OF TRUSTEES

To the State Board of Community Colleges:

We, the Board of Trustees of Rowan-Cabarrus Community College
do hereby certify:

1. That the information contained in this application is true and correct to the best of our knowledge and belief, and do hereby request approval from the State Board of Community Colleges for this application and for the utilization of **$2,000,000.00** State funds reflected on Page 3, which are appropriated and have been allocated for the use of our college. These funds, along with the non-state funds shown, will be used exclusively for facilities, equipment for those facilities, land, or other permanent improvements described herein and in accordance with the minutes and resolution of the Board of Trustees **dated** **Sept. 27, 2023** .

☑ As part of this certification, the Board of Trustees certify that any equipment purchased with the Connect NC Bond Funds must have a useful life of 10+ years.

☑ As part of this certification, the Board of Trustees acknowledge that furniture is not an allowable expense as part of a capital project funded by Connect NC Bond Funds, therefor will not be reimbursed.

2. That the described permanent improvements are necessary for meeting the educational needs of the area served and that this proposed project is in accordance with the rules and regulations adopted by the State Board of Community Colleges.

3. That a fee simple title held by the Board of Trustees to the property upon which the said facilities or improvements are to be made, or that a long-term lease, as described in the North Carolina Community College System Capital Improvement Guide, is held by the Board of Trustees.

4. That in formal sessions with a quorum present, the Board of Trustees authorized this application and further authorized the Chairman and the Chief Administrative Officer of this Board to execute all papers required by the rules and regulations of the State Board of Community Colleges.

Cynthia L. Mynatt

Chairman - Board of Trustees
Cynthia L. Mynatt

Carol S. Spalding

Chief Administrative Officer/President
Dr. Carol S. Spalding

VI. CERTIFICATION AS TO AVAILABILITY OF LOCAL SUPPORT AND FUNDS

Certification 1.

I certify that I have examined this application for the project no: 2800 from Rowan-Cabarrus Community College and if shown, county funds in the amount of $0.00 are available for the planning and construction of this project.

County Manager/Finance Officer Signature _____

Print Name _____

Date _____

(The following certification must be completed for New Facility Projects Only)

Certification 2.

Based on an analysis of the colleges annual operating and utility costs, (as per the NCCCS 3-1 Section VIII) it is estimated that the college will expend an additional **$44,976.40** per year in support of this new construction. I certify that this document has been reviewed, and that the information stated herein will be shared with the proper county officials to seek an appropriate adjustment to the college's budget as the new facility is brought online.

County Manager/Finance Officer Signature _____

Print Name _____

Date _____

==========

VII. CERTIFICATION OF ATTORNEY AS TO FEE SIMPLE TITLE TO THE PROPERTY

(Note: Required only for construction on a new site or when federal funds are involved. Not required for long term lease.)

I, _____, duly licensed attorney of the State of North Carolina, do hereby certify that I have examined the public records of _____ County, North Carolina, from January 1, 1925, to this date concerning title to the property upon which the improvements set out in the foregoing application are proposed to be made, and I find from said examination that a fee simple title free from all claims or encumbrances, is vested in _____ by deed recorded in (specify book & page) _____ in the Office of the Register of Deeds except as noted below: (Attach a copy of deed)

_____

_____

This, the _____ day of _____ 20___

_____

Signature

VIII. CERTIFICATION OF LOCAL BUDGET SUPPORT
ESTIMATED OPERATING/UTILITY ANNUAL COST
FOR CAPITAL IMPROVEMENT PROJECTS

Date: 9/25/2023 Project Name: North Campus Driver Training Range

College: Rowan-Cabarrus Community College Project Completion Date: 6/30/2025

Additional Cost Identification	1st Year of Operation	2nd Year of Operation	3rd Year of Operation	4th Year of Operation	5th Year of Operation	Average Additional Annual Cost
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Staffing (Housekeeping & Facility Operator)						
additional annual cost	$10,000	$11,000	$12,100	$13,310	$14,641	$12,210
Plant Maintenance						
additional annual cost	$15,000	$15,500	$17,050	$19,965	$20,631	$17,629
Other Operating Cost						
additional annual cost						
Electric	$10,000	$11,000	$12,100	$13,310	$14,641	$12,210
Fuel (Gas, Oil)	$0	$0	$0	$0	$0	$0
Water	$1,500	$1,650	$1,865	$2,052	$2,257	$1,865
Telecommunications	$1,000	$1,030	$1,060	$1,090	$1,130	$1,062
	Total Average Annual Cost (will populate into Section VI of the 3-1)					$44,976

I certify that the county has reviewed this information as a part of the approval process.

County Manager/Finance Officer
Rowan County

3-1 Attachment
Local Certification of Support

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 RECOGNIZING AN ACT OF HEROISM
BY TONI LYNN BOLT

WHEREAS, Rowan County recognizes and values heroism and acts of courage by its citizens; and

WHEREAS, in July 2023, Comfort Keepers personal care nurse Toni Lynn Bolt assisted in saving the life of a Rowan County citizen, to whom she was a caregiver, by rescuing the bedbound individual from a building that was on fire; and

WHEREAS, Ms. Bolt reacted immediately and enlisted neighbors to help remove the individual from the burning building, endangering her own life to save that of someone else's; and

WHEREAS, the Rowan County Civitan Club presented Ms. Bolt with the Ernest Curtis Hero Award in recognition for her bravery and selfless act.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners gives sincere thanks to Ms. Bolt and honors her for the incredible act of service she performed. The Board admires Ms. Bolt's outstanding citizenship and considers her a role model for the citizens of Rowan County.

This the 2nd day of October, 2023.

_____
Gregory C. Edds, Chairman
Board of Commissioners

ATTEST:

_____
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: Ed Muire, Planning and Development Director
DATE: 10/2/2023
SUBJECT: Legislative Hearing: Z 06-23 Granite Quarry ETJ Recension

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Granite Quarry ETJ Relinquishment
As part of the Town's effort to update its Unified Development Ordinance (UDO) and Zoning Map, the town's planning consultant recommended boundary changes to its ETJ that affected more than two hundred fifty (250) parcels. In most cases, the ETJ boundary adjustment eliminated parcel splits in favor of following property lines, roads or identifiable geographic features; this modification is in keeping with NCGS 160D-202(e).

At its June 29, 2023 meeting, the Granite Quarry Board of Alderman delayed repeal of the relinquished ETJ area, "until the earlier of either October 31, 2023 or the adoption of zoning designation by Rowan County Board of Commissioners…"

Planning Staff have evaluated the ETJ area to be rescinded and proposed appropriate county zoning districts for the affected parcels. The County Planning Board conducted a courtesy hearing at its August 28, 2023 meeting and forwards a favorable recommendation to the Commission for the Z 06-23 case.

Recommendation

1. Receive Staff Report
2. Conduct Legislative Hearing
3. Close Hearing and Discuss Case
4. Adopt Statement
5. Vote on Case Z 06-23

ATTACHMENTS:
1. Z.06.23 Staff Report & Maps

Rowan County Planning & Development
402 N. Main Street Room 204 Salisbury, NC 28144

Z 06-23 Staff Report

APPLICANT: Rowan County, NC
REQUEST: Apply County zoning to properties released from Granite Quarry's ETJ
LOCATIONS: Area 1 – Between Stokes Ferry Rd and Fish Pond Rd
Area 2 - Fish Pond Rd to US 52 Hwy
Area 3 – US 52 Hwy along Stone and Kluttz Roads to Faith ETJ

BACKGROUND

Prior to the adoption of countywide zoning in 1998, Rowan County municipalities (except Town of Landis) established areas of Extraterritorial Jurisdiction (ETJ) where municipal development ordinances (e.g. zoning, subdivision) were applied to property beyond their corporate limits. North Carolina General Statutes grant authority (NCGS 160D-202 as amended) for municipalities to establish an ETJ in areas the county does not regulate both zoning and subdivision at distances between one (1) and three (3) miles based on municipal population. After countywide zoning was established, any request to establish or extend an ETJ must be approved by the County Commissioners.

Municipalities may choose to relinquish all or a portion of their ETJ area to the county per NCGS 160D-202(h). In this process, municipal development regulations remain valid until: (1) The county adopts such development regulation (i.e. zone the property) or (2) a period of sixty (60) days has elapsed following action to relinquish, whichever is sooner.

ETJ relinquishment has occurred five (5) times since 1998:

YEAR	JURISDICTION	LOCATION
1999	Salisbury	Significant acreage on north, west, and eastern portions of their two (2) mile ETJ
2003	Salisbury	Areas between I-85 / Julian / Heilig Road (Summit Corporate Center)
2020	Spencer	Split jurisdiction parcel at Long Ferry / Front Creek Roads
2022	Salisbury	Mid-Carolinas Regional Airport property
2023	Rockwell	17 properties bordering eastern ETJ boundary

Granite Quarry ETJ Relinquishment

As part of the Town's effort to update its Unified Development Ordinance (UDO) and Zoning Map, the town's planning consultant recommended boundary changes to its ETJ that affected more than two hundred fifty (250) parcels. In most cases, the ETJ boundary adjustment eliminated parcel splits in favor of following property lines, roads or identifiable geographic features; this modification is in keeping with NCGS 160D-202(e).

At its June 29, 2023 meeting, the Granite Quarry Board of Alderman delayed repeal of the relinquished ETJ area, "until the earlier of either October 31, 2023 or the adoption of zoning designation by Rowan County Board of Commissioners…"

Study Area

Staff divided the to-be-relinquished ETJ area into three (3) areas for study purposes and then into smaller subareas for analysis and developing recommendations. The table associated with each subarea provides parcel and owner information; parcel acreage being "transferred" to Rowan County's zoning jurisdiction; former Granite Quarry (GQ) zoning and proposed Rowan County zoning; and improvements (if any) located in the area of the parcel being transferred.

Area 1 – Between Stokes Ferry Rd and Fish Pond Rd

Subarea 1 A – East along Stokes Ferry Rd (McCanless Golf Club) to Dunns Mountain Rd

Refer to Map 1A for specific location and Table 1A for affected properties and proposed RoCo zoning

Table 1A

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
617 100	DUKE ENERGY CORP	0.69	RL	RA	None
066 034	MCCANLESS GOLF PROPERTIES	81.16	RL	RA	Golf Course, Club House, Equipment Shed, Cell Tower
617 129	ROWAN COUNTY	0.32	RL	RA	Solid Waste / Recycling Center

Eighty-one (81) acres of McCanless Golf course, its club house and cart storage are located in this subarea. Two (2) other non-residential properties in the subarea are owned by Duke Energy and Rowan County; the former has no improvements, and the latter has a solid waste and recycling convenience center which is permitted in RA.

Golf courses are a Special Use in the Rural Agricultural (RA) and Rural Residential (RR) districts and a permitted use in the Commercial, Business, Industrial (CBI). Staff recommends applying RA zoning to the to-be-transferred portion of the course, as the Rowan County jurisdiction (approx. 35.43 acres) is zoned RA and rezoning the 81 acres to CBI does not seem prudent given the variety of CBI uses that could be developed without oversight if the golf course no longer operated. Furthermore, the golf course can continue operation in the RA district, with expansions subject to the special use process.

Adjacent GQ zoning to Subarea 1A consist of Agriculture (AG) and Single Family (SFR-2) and SFR-3 zoning. As the name implies, AG is intended for agriculture production, agriculturally based businesses and related activities; uses are limited with an emphasis on agriculture. SFR-2 and SFR-3 zoning promotes completion of existing and development of new residential neighborhoods; housing types are limited to single-family residences and duplexes.

- Subarea 1B – Dunns Mountain Park to Fish Pond Rd
  Refer to Map 1B for specific location and Table 1B for affected properties and proposed RoCo zoning

Table 1B

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
624 045	EDDLEMAN LARRY T & WF	7.75	RL	RA	Single Family Residence
624 001	FRICK CHARLES W	1.93	RL	RA	None
624 055	FRICK JACKIE BROWN	2.65	RL	RA	None
624 034	GANTT ADRIAN WHITLEY	10.75	RL	RA	None
617 127	KESLER DONNA MCDANIEL	5.06	RL	RA	None
617 123	KESLER KEVIN WAYNE	0.24	RL	RA	None
617 124	KESLER KEVIN WAYNE	0.4	RL	RA	None
617 158	KESLER R C	5.51	RL	RA	None
617 025	KESLER STEVEN CHRISTOPHER	5.19	RL	RA	None
617 125	KIRK DARRELL KENT	2.43	RL	RA	None*
617 157	KIRK DARRELL KENT & WF	0.77	RL	RA	None
617 007	MARTIN KATHRYN ELLER HEIRS	2.17	RL	RA	None
617 121	MORGAN SUE KAREN & HUS	0.26	RL	RA	None*
617 108	RAINEY WAYNE WATSON & WF	0.18	RL	RA	None
617 163	RAINEY WAYNE WATSON & WF	1.54	RL	RA	None
617 004	ROWAN COUNTY	50.06	RL	RA	Parking Area and Bathrooms
617 126	SECHLER BONNIE LINGLE	7.36	RL	RA	None

None* indicates a single family residence or MH is on the property but not within the area transferred to the County

Fifty (50) acres of Rowan County's Dunns Mountain Park will join the remaining 31.88 acres in the County's jurisdiction; the acreage being transferred contains the parking area and bathrooms while the remaining acreage in the County houses the picnic shelter and viewing area from atop Dunns Mtn. County zoning for its portion of Dunns Mtn is RA and GQ zoning adjoining the site is SFR-2 and AG. Public parks are a permitted use in the RA district.

Continuing east and south along the new ETJ boundary between Stokes Ferry Rd and Fish Pond Rd the revised jurisdictional boundary no longer splits parcels, rather it favors use of property lines. In most cases, the County is being transferred zoning jurisdiction of parcels that were previously split by the ETJ. As noted in Table 1B all but one of the properties in this subarea have no identified improvements in the GQ area being transferred, with exception of the Eddleman residence at 5150 Fish Pond Rd.

<u>Area 2 – Fish Pond Rd to US 52 Hwy</u>

- Subarea 2A - Fish Pond Rd to St Lukes Church Rd
  Refer to Map 2A for specific location and Table 2A for affected properties and proposed RoCo zoning

Table 2A

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
628 0190000002	HOLSHOUSER HELEN BOGGS	35.37	RL	RA	None
624 014	LOWDER BETTY BARRINGER	5.03	RL	RA	Single Family Residence
623 0530001	SAFRIT MICHAEL WAYNE	3.01	RL	RA	None
629 026	WHITE CHARLES ROBERT	0.93	RL	RA	Single Family Residence
629 202	WHITE CHARLES ROBERT	0.01	RL	RA	None*

None* indicates a single family residence is on the property but not within the area transferred to the County

This subarea begins near Fish Pond Road's intersection with Brown Acres Rd and travels due south along property lines until joining a stream (Church Creek tributary 1) and then travelling west to tax parcel 628-171; turning southeast along the border of properties located in Braunville Estates and terminating at St Lukes Church Rd. The new ETJ boundary in this subarea utilizes parcel lines and stream locations for delineation. As noted in Table 2A the subarea is largely rural and vacant tracts, but there are two (2) residences in the subarea being transferred. GQ zoning for the area adjoining Subarea 2A is AG and SFR-2 for Braunville Estates; Staff recommends subarea 2A be zoned RA.

- Subarea 2B – St Lukes Church Rd to US 52 Hwy
  Refer to Map 2B for specific location and Table 2B for affected properties and proposed RoCo zoning

Table 2B

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
629 198	BARGER STEVEN M & WF	2.93	RL	RA	None
629 018	BARGER THOMAS MONROE	0.68	RL	RA	None
356A035	BOST JOE LOUIS &WF	0.64	RL	RR	None
356A036	BOST JOE LOUIS &WF	0.43	RL	RR	Single Family Residence
628 248	DAVIS ANDREW J & WF	3.96	RL	RA	Single Family Residence
630 241	EARNHARDT TIMOTHY MARK	0.31	RL	RA	None*
356A037	EMCH MICHAEL F & WF	0.30	RL	RR	None*
630 003	HOLT MITCHELL V &WF	0.55	RL	RA	None*
630 005	KELLER MARY JO	25.90	RL	RA	None*
630 267	LEFKO NICHOLAS ERIC II & WF	14.67	RL	RA	None
630 001	LINGLE GARY ALAN & WF	12.32	RL	RA	None
630 108	LONG AARON TIMOTHY	0.26	RL	RA	None
628 246	MID-CAROLINA FARMS LLC	0.23	RL	RA	None
628 243	MID-CAROLINA FARMS LLC	21.75	RL	RA	None
628 244	MID-CAROLINA FARMS LLC	1.09	RL	RA	None
628 245	MID-CAROLINA FARMS LLC	0.75	RL	RA	None
630 261	MOSHER MORGAN W &WF	10.76	RL	RA	None
630 002	SETTLE DONALD SR & WF	2.82	RL	RA	None
629 199	SOPHORN FARMS LLC	3.03	RL	RA	None
629 197	WAGONER SADIE B &HUS	1.78	RL	RA	Single Family Residence
630 107	WEBER JOEL M & WF	20.01	RL	RA	2 sheds
630 177	WEBER JOEL M & WF	2.10	RL	RA	Single Family Residence

None* indicates a single family residence is on the property but not within the area transferred to the County

Most parcels in subarea 2B were previously split by the GQ ETJ, but the new ETJ boundary opts for the eastern edge of tax parcel 628-166 until it reaches Church Creek and then travels west ending at US 52 Hwy. Five (5) existing residences are in the transfer area, but the majority of affected parcels have no identified improvements. GQ zoning adjoining the area is AG and Staff recommends all the affected parcels in this subarea be zoned RA, except for the three (3) parcels lying in the triangle formed by the Sides Road and US 52 Hwy intersection (Tax Map 356A Parcels 035 / 036 / 037) which are recommended for RR.

Area 3 – US 52 Hwy to Faith ETJ

- Subarea 3A – US 52 Hwy to Norfolk Southern rail line
  Refer to Map 3A for specific location and Table 3A for affected properties and proposed RoCo zoning

In subarea 3A, the former GQ ETJ encompassed all phases of the Crescent Downs subdivision (Brookshire Dr and Carriage Ln) and most of the parcels in the WHC Lyerly Estate Property subdivision (Eastville and Lyerly Drives); both of these subdivisions lie on the north side of Stone Rd. The new ETJ boundary in subarea 3A continues north of these subdivisions and follows Church Creek after crossing US 52 and uses the southern boundary of tax parcel 356-00901 until terminating at the Norfolk Southern rail line. GQ zoning adjoining the northern boundary of this subarea is AG.

Although County zoning of parcels in the WHC Lyerly Estate Property previously split by the GQ ETJ is RA, Staff recommends the split parcels (Tax Map 356A Parcels 034 / 033 / 030 / 02504 / 0252) and the remainder of the subdivision, including Tax Map 356A Parcels 02505 / 02501 / 026 / 027 / 250 / 028 / 02503 / 031 / 032, be zoned RR; refer to Table 3A1 below. Likewise, parcels located south of Stone Rd (Tax Map 356 Parcels 077 / 078 / 165 / 167 316) that were ETJ splits, are recommended for RR zoning. Staff recommends Cornerstone Child Development Center at 125 Eastville Drive (Tax Map 356A Parcel 016) be zoned INST (Institutional); refer to Table 3A.

Single family residences and three-quarter acre lot sizes in Crescent Downs suggest that Residential Suburban (RS) zoning would be appropriate for this subdivision; refer to Table 3A.

Table 3A.1

Parcel Number	Property Owner	Acreage	Former RoCo Zoning	Proposed County Zoning	Improvements w/in Zoning Area
356A02505	CZIBERE MAX FERENC &	0.40	RA	RR	Single Family Residence
356A026	GRUBBS RICKY ANDREW	0.46	RA	RR	Single Family Residence
356A027	GRUBBS RICKY ANDREW	0.51	RA	RR	Single Family Residence
356A250	BOCK MITCHELL JAMES &WF	0.66	RA	RR	Single Family Residence
356A02501	GRUBBS RICKY	0.45	RA	RR	Single Family Residence
356A02503	GRAY BETH	0.51	RA	RR	Single Family Residence
356A031	MCGUIRE JACK & WF	0.44	RA	RR	Single Family Residence
356A032	LAMBERT JAMES DAMON	0.37	RA	RR	Single Family Residence
356A028	CURIEL BERNARDO JAIMES	0.14	RA	RR	Single Family Residence

- Subarea 3B – Norfolk Southern rail line to Rainey Rd
  Refer to Map 3B for specific location and Table 3B for affected properties and proposed RoCo zoning

Four (4) of the five (5) parcels clustered on the north side of Stone Rd have residential uses and are bounded by Norfolk Southern rail line (East) and Church Creek (West). GQ zoning north of this cluster is AG; Staff recommends these parcels be zoned RA.

Birchwood Subdivision (Birchwood Dr) is a seventeen (17) lot single-family residential subdivision accessed from Pop Basinger Rd. The former GQ ETJ split the seven (7) southern lots in the subdivision resulting in the Birchwood Dr frontage being RL (GQ) and rear portion being RA (RoCo). Lot sizes and housing type suggest RR zoning is appropriate for the entire GQ portion being transferred and changing the RoCo portion from RA to RR for Tax Map 356D Parcels 260 thru 265 and Parcel 11202. RoCo zoning south of the subdivision is MHP and RA.

Clearwater Estates Subdivision (Clearbrook Dr) is a fourteen (14) lot subdivision accessed from Rainey Rd by Clearbrook Dr. Based on housing type and lot sizes, Staff recommends this subdivision and TP: 356-172, located within the subdivision, be zoned RR.

Dawnwood Acres Subdivision (Stonefield Dr) is an eleven (11) lot subdivision accessed from Stone Rd by Stonefield Lane. Based on lot sizes, Staff recommends this subdivision be zoned RR.

Parcels within subarea 3B that front Stone Rd and Rainey Rd having similar lot sizes and housing consistent with Dawnwood Acres and Clearwater Estates are recommended for RR zoning with the remainder of parcels in subarea 3B recommended for RA zoning.

Due to formatting and the number of parcels in subarea 3A and 3B, Table 3A is provided on page 7 and Table 3B on page 8.

Table 3A

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
356 227	ADKINS ROBERT W & WF	0.75	RL	RS	Single Family Residence
356 225	BARNES ROBERT EARL JR	0.99	RL	RS	Single Family Residence
356 226	BROWN TIMOTHY J & WF	0.75	RL	RS	Single Family Residence
356 218	BUGG JOSEPH ALAN & WF	0.75	RL	RS	Single Family Residence
356A281	BURRIS LANNY TOMMY	2.40	RL	RR	Single Family Residence
356 077	BURRIS THOMAS &WF	0.12	RL	RR	Single Family Residence
356 239	COOPER JACKIE RAY JR	0.75	RL	RS	Single Family Residence
356A016	CORNERSTONE REAL ESTATE	1.04	RL	INST	Child Care Center
356A033	CRAWFORD PATRICIA W	0.15	RL	RR	None*
356 228	FESPERMAN KENNETH DELANE	0.75	RL	RS	Single Family Residence
356 240	FORBES SCOTT PATRICK JR	0.74	RL	RS	Single Family Residence
356 230	FOUT ANTHONY SEBASTIEN	0.76	RL	RS	Single Family Residence
356 245	GOLDEN JAMES E & WF	0.83	RL	RS	Single Family Residence
356A029	GOLDSMITH CLIFFORD I JR	0.42	RL	RR	Manufactured Home
356 167	GRAHAM DAVID & WF	2.01	RL	RR	Single Family Residence
356A024	GUERRIERI EDOARDO F & WF	0.51	RL	RR	Single Family Residence
356A02502	GUERRIERI EDOARDO F & WF	0.31	RL	RR	None
356 237	HALL DAVID W & WF	0.75	RL	RS	Single Family Residence
356A017	HARDY MICHAEL B & WF	0.40	RL	RR	Single Family Residence
356A034	HELMS SHANNON G	0.68	RL	RR	Single Family Residence
356A014	HILL RANDY D	1.29	RL	RR	Single Family Residence
356A015	HILL RANDY GEORGE	0.56	RL	RR	Single Family Residence
356A185	HILL RANDY GEORGE & WF	1.06	RL	RR	None
356A02504	HILL SUSAN LANE	0.44	RL	RR	Single Family Residence
356 165	JOHNSON STEPHANIE G &	0.20	RL	RR	Single Family Residence
356A018	KARRIKER RACHEL LEIGH	0.40	RL	RR	Single Family Residence
356 253	KLUTTZ JONATHAN BLAIR	0.75	RL	RS	Single Family Residence
356A010	KLUTTZ PAUL LEE JR	2.19	RL	RR	None
356A011	KLUTTZ PAUL LEE JR	2.06	RL	RR	None
356A02101	KLUTTZ RAY BANKS & WF	0.51	RL	RR	Single Family Residence
356 217	KLUTTZ RAY BANKS SR & WF	0.75	RL	RS	None
356 241	KLUTTZ RAY BANKS SR & WF	2.20	RL	RS	None
356A021	KLUTTZ RAY BANKS SR & WF	1.01	RL	RR	Storage Bldg
356A179	KLUTTZ RAY BANKS SR & WF	0.71	RL	RR	Single Family Residence
356 009	LESLIE ROBERT O &	1.06	RL	RS	None
356 215	LESLIE ROBERT O & WF	0.76	RL	RS	Single Family Residence
356 316	LISK CURTIS UTAH	0.27	RL	RR	Single Family Residence
356 232	MILAM STEPHEN R &	1.86	RL	RS	Single Family Residence
356A01501	MILLER BRENDA S	0.45	RL	RR	Single Family Residence
356 235	MILLER JOHNNY HAYDEN	0.75	RL	RS	Single Family Residence
356 229	MILLER ROBERT GARRON	0.75	RL	RS	Single Family Residence
356 219	MORGAN BRONNIE L REV	1.03	RL	RS	None
356 231	MORGAN BRONNIE L REV	1.73	RL	RS	None
356A164	MORGAN BRONNIE L REV	2.79	RL	RR	None
356A278	OSBORNE JORDAN L	0.30	RL	RR	Single Family Residence
356 224	PRESLAR ROBERT DAVID	1.10	RL	RS	Single Family Residence
356 222	PRICE MARGARET CLEVELAND	0.75	RL	RS	Single Family Residence
356 238	RYE BRADFORD C & WF	0.75	RL	RS	Single Family Residence
356 236	SADLER JEREMIAH &WF	0.75	RL	RS	Single Family Residence
356A013	SAFRIT JEFFREY L & WF	1.21	RL	RR	Single Family Residence
356A030	SELLERS BILLY RAY JR	0.35	RL	RR	Single Family Residence
356A019	SHERMAN SAMUEL C & WF	1.87	RL	RR	Single Family Residence
356 220	STONE DONALD EUGENE & WF	1.06	RL	RS	Single Family Residence
356 234	TAYLOR JAMES D & SPOUSE	0.75	RL	RS	Single Family Residence
356 243	THOMPSON ROBERT M &	0.78	RL	RS	Single Family Residence
356 216	VUNCANNON BRADLEY S	0.75	RL	RS	Single Family Residence
356 223	WHITLEY RANDY LEE & WF	0.75	RL	RS	Single Family Residence
356A022	WHITT STARLA COZART & HUS	0.42	RL	RR	Single Family Residence
356A023	WHITT STARLA COZART & HUS	0.50	RL	RR	Single Family Residence
356 242	WILHELM DONALD VICHARD	1.81	RL	RS	Single Family Residence
356 221	WILHELM KENT MITCHELL	1.00	RL	RS	Single Family Residence
356 246	WILHELM KENT MITCHELL	0.97	RL	RS	None
356 078	WILHELM MARGARET JOAN BR(	0.05	RL	RR	Single Family Residence
356 233	WOOD GARY LEE	0.78	RL	RS	Single Family Residence
356 244	WRIGHT FORREST DWAYNE &	0.81	RL	RS	None

None* indicates a single family residence is on the property but not within the area transferred to the County

Table 3B

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
356 331	ALMEIDA ELVING JAVIER	3.97	RL	RA	Shed
356D263	ALVAREZ HIPOLITO &	0.15	RL	RR	Single Family Residence
356 317	BARBER JOHN D & WF	10.76	RL	RA	Single Family Residence
356 277	BARTON KAREN ELAINE	0.43	RL	RR	Single Family Residence
356 124	BENSON MICHELE PACE	0.41	RL	RR	Single Family Residence
356 12301	BROWN EMILY LYONS	0.22	RL	RR	Manufactured Home
356 278	BROWN LARRY RAY &WF	0.42	RL	RR	Single Family Residence
356 172	BYRD TIMOTHY RAY	1.53	RL	RR	Single Family Residence
356A197	CABALLERO JOSE M & WF	0.41	RL	RR	Single Family Residence
356A135	DAWNWOOD ACRES INC	0.22	RL	RR	Single Family Residence
356A196	DAWNWOOD ACRES INC	0.25	RL	RR	Single Family Residence
356A198	DAWNWOOD ACRES INC	0.40	RL	RR	Single Family Residence
356A199	DAWNWOOD ACRES INC	0.40	RL	RR	Single Family Residence
356A200	DAWNWOOD ACRES INC	0.40	RL	RR	Single Family Residence
356 136	DRYE GARY LEE	0.42	RL	RR	Manufactured Home
356 303	DRYE GARY LEE	0.31	RL	RR	Single Family Residence
356 304	DRYE GARY LEE	0.52	RL	RR	Manufactured Home
356 329	DRYE GARY LEE	0.32	RL	RR	Single Family Residence
356 330	DRYE GARY LEE	0.45	RL	RR	Single Family Residence
356D264	EVANS DOUGLAS C & WF	0.31	RL	RR	Single Family Residence
356 075	FAYDO JESSIE E	1.89	RL	RA	Single Family Residence
356 280	FOSTER JOSHUA B &	0.44	RL	RR	Single Family Residence
356 176	FRENCH KATHY KLUTTZ	0.88	RL	RA	None
356 148	GENTLE LARRY ALEXANDER	1.28	RL	RR	Single Family Residence
356 279	GRUBBS VICTORIA LYNDE & HUS	0.45	RL	RR	Single Family Residence
356 212	GUPTA CYNTHIA ANN	0.38	RL	RR	Single Family Residence
356 158	HALL DWIGHT L & WF	1.33	RL	RR	Single Family Residence
356D275	HATLEY LUCAS H	0.45	RL	RR	Single Family Residence
356A182	HEDRICK PATRICIA ANN &	0.37	RL	RR	Single Family Residence
356 286	HOLSHOUSER JESSE MARK	0.49	RL	RR	Single Family Residence
356 171	HONEYCUTT ASHLEY B	0.43	RL	RR	Single Family Residence
356A188	HUBBARD ALENA MORY & HUS	0.39	RL	RR	Single Family Residence
356D269	HUDGINS KATHY K	1.43	RL	RR	Single Family Residence
356 111	HUDSON DANIEL R & WF	1.36	RL	RR	Single Family Residence
356 333	HUDSON DANIEL R & WF	0.56	RL	RR	Duplex
356 334	HUDSON DANIEL R & WF	0.50	RL	RR	None
356 132	HUMMEL RICHARD R	0.75	RL	RR	Single Family Residence
356D261	HUNSUCKER ROCKY A &WF	0.03	RL	RR	None*
356D265	JONES EDDIE CHARLES &WF	0.59	RL	RR	Single Family Residence
356 281	KLUTTZ DARREN TODD	5.28	RL	RA	Manufactured Home
356 314	KLUTTZ GEORGE LEE JR	5.23	RL	RA	None
356D260	KLUTTZ JAMIE M	0.01	RL	RR	None*
356 257	KLUTTZ KEITH L	2.82	RL	RA	None
356 211	KLUTTZ KEITH LINN	2.62	RL	RA	None
356 008	KLUTTZ KENNETH BURLEY & W	10.90	RL	RA	None
356 193	KLUTTZ RONALD STEVE &	4.70	RL	RA	Single Family Residence
356 258	KLUTTZ RONALD STEVE &	3.00	RL	RA	None
356 133	LINDSTROM JEFFREY CHARLES	0.63	RL	RR	Single Family Residence
356 121	LLOYD JAMES B & WF	2.80	RL	RR	Single Family Residence
356D268	LOPEZ GILERIK	0.99	RL	RR	Single Family Residence
356D11202	LOVE LLC	1.88	RL	RR	None
356D266	LOVE LLC	0.91	RL	RR	Single Family Residence
356 285	MAHAFFEY CLIVE L & WF	0.33	RL	RR	Single Family Residence
356 284	MAHAFFEY CLIVE LOYD	0.42	RL	RR	Single Family Residence
356 310	MAHAFFEY SAWYER D	0.24	RL	RR	Single Family Residence
356 109	MASHBURN GEOFFREY & SPOUS	0.39	RL	RR	Single Family Residence
356 143	MATTESON STEVE B &	0.36	RL	RA	None*
356 170	MCINTYRE AUSTIN LEE &WF	0.46	RL	RR	Single Family Residence
356D272	MILETTE JENNIFER KATHLEEN	0.47	RL	RR	Single Family Residence
356D267	MOORE LLOYD AND	0.76	RL	RR	Single Family Residence
356 276	MOOSE RANDY DALE JR	0.47	RL	RR	Single Family Residence
356 161	MOTLEY PATRICIA	0.95	RL	RA	Single Family Residence
356 163	NESBITT JERRY ALLEN & WF	2.88	RL	RA	Manufactured Home
356 178	NESBITT JERRY ALLEN & WF	2.36	RL	RA	Single Family Residence
356 259	NICHOLS GARY WAYNE & WF	0.43	RL	RR	Single Family Residence
356A279	NOUANSAVANH SOUANG &	0.37	RL	RR	None
356A194	PHILLIPS TIMOTHY WAYNE	0.43	RL	RR	Single Family Residence
356D262	PONDS CHRISTOPHER SY	0.06	RL	RR	None*
356 292	PROBA ALLISON E	2.03	RL	RR	Single Family Residence
356 288	RIDENHOUR WILLIAM R	1.42	RL	RR	Single Family Residence
356 025	ROTHERMUND KEVEN C & W	7.75	RL	RA	Single Family Residence
356D273	SEAFORD KIMBERLY C & HUS	0.46	RL	RR	Single Family Residence
356D270	SIDES TIMOTHY S & WF	0.50	RL	RR	Single Family Residence
356D271	SIDES TIMOTHY S & WF	0.52	RL	RR	Single Family Residence
356 175	STARNES SCOTT E & WF	0.73	RL	RA	Single Family Residence
356 252	TINDALL ALEX SANDRA	0.35	RL	RR	Manufactured Home
356 287	VIVIAN DENNIS JOSEPH	0.57	RL	RR	Single Family Residence
356 168	WAGNER ERNEST F & WF	1.44	RL	RR	Single Family Residence
356 169	WAGNER ERNEST F & WF	1.31	RL	RR	None
356A195	WAGNER NOAH BROCK	0.38	RL	RR	Single Family Residence
356 138	WEHMEYER ARTHUR LEE	0.83	RL	RR	None
356D274	YORK PHILLIP M &	0.46	RL	RR	Single Family Residence

None* indicates a single family residence or manufactured home is on the property but not within the area transferred to the County

- Subarea 3C – Coley Rd and Rainey Rd to Faith ETJ
  Refer to Map 3C for specific location, affected properties and proposed RoCo zoning

Woodland Hills Subdivision Sections 1/2/3 is located in the southwest corner of the intersection formed by Kluttz and Rainey Roads. This thirty-six (36) lot residential subdivision has four internal streets (Fieldcrest, Oakridge, Stonewood and Woodland) that are state maintained roads. At least five (5) of the parcels in this subdivision will still share a split jurisdiction with the Town of Faith (R-3) and Rowan County after this transfer between GQ and RoCo. Based on housing type and lot sizes, Staff recommends this subdivision be zoned RR.

The five (5) parcels and remnant of another located south of the Woodland Hills subdivision are worthy of RA designation as the larger tracts are undeveloped and the others are residentially developed.

In the northern quadrant formed by Kluttz and Coley Roads, portions of Parcels 034 / 035 / 045 on Tax Map 354 were zoned RH (residential high density) by GQ, but according to their Staff there are no records, history or background information as to why this designation was applied to these parcels. Water and sewer utilities are over fifteen hundred (1500) feet from the site and would be necessary to achieve density warranting the GQ's high-density zoning. Given no project files or pending development of these properties, Staff recommends RR zoning for parcels 034 and 035 and RA for parcel 045. As Kluttz Rd transitions into Faith's ETJ (from the Coley / Rainey Rd intersection), Staff recommends these properties in subarea 3C be zoned RR. The parcels located west of GQ's new ETJ on Coley Rd exhibit characteristics of RA.

Table 3C

Parcel	Property Owner	Transfer	Former GQ	Proposed County	Improvements w/in Zoning Area
355A053	ANTEMANN BRIAN MICHAEL & WF	0.55	RL	RR	Single Family Residence
355A080**	BARBEE MARISSA A	0.68	RL	RR	Single Family Residence
355 014	BARRIER JOEY GRANT & WF	1.17	RL	RR	Single Family Residence
355A079	BASILIO CECILIA GUERRERO & SPOUSE	0.65	RL	RR	Single Family Residence
355A063**	BASINGER GINA &	0.51	RL	RR	Single Family Residence
354 177	BENFIELD DEBBIE &	0.33	RL	RR	Manufactured Home
354 032	BENFIELD DEBORAHA L	2.63	RL	RR	Single Family Residence
355 131	BOST ROBIN CASPER	0.56	RL	RR	None
355 132	BOST ROBIN CASPER	2.44	RL	RR	Single Family Residence
355A081	BOWERS JEAN M	0.58	RL	RR	Single Family Residence
355A067	BOZORGNIA MEHRIN	0.56	~~RL~~	RR	Single Family Residence
356 130	BRINSON DEBBIE FINK &HUS	0.71	RL	RR	None*
355A070	CHILLEMI JESSE J & WF	0.67	RL	RR	Single Family Residence
355 017	COFFEY KEVIN JOHN JR	1.11	RL	RR	Single Family Residence
355A068	COWIE BARBARA A	0.69	RL	RR	Single Family Residence
355A091	DENTON JAMES S & WF	0.48	RL	RR	Single Family Residence
355 018**	DENTON JOHNNIE WAYNE & WF	7.13	RL	RA	None
356 134	DENTON JOHNNIE WAYNE & WF	2.53	RL	RA	None
355A055	EASTMAN IVAN LEWIS II &WF	0.45	RL	RR	Single Family Residence
355A082	ELLIS MICHAEL TILLMAN & WF	0.55	RL	RR	Single Family Residence
355A076	FARMER MELISSA K	0.73	RL	RR	Single Family Residence
354 035	FAULKNER PATRICIA JANE	2.33	RH	RR	Storage Bldgs
356 313	FINK CLYDE &	1.17	RL	RA	Single Family Residence
355A093	GRIMES JEFFREY C &WF	0.41	RL	RR	Single Family Residence
355A090	HEAVNER TONY E &WF	0.50	RL	RR	Single Family Residence
355A062	HENDERSON BRANDON M & WF	0.51	RL	RR	Single Family Residence
353 047	HOFFMAN DAVID ALEXANDER	0.77	RL	RR	Single Family Residence
355 048	HOLSHOUSER RACHEL JORDAN	0.53	RL	RR	None
355 106	HOLSTEIN DAVID LEE & WF	1.28	RL	RR	Single Family Residence
355A077	IJAMES WILLIAM P & WF	0.54	RL	RR	Single Family Residence
355 015**	JORDAN MAUDE W	3.91	RL	RR	Single Family Residence
355 010**	JORDAN TOMMY WALTER & WF	0.40	RL	RR	Single Family Residence
355 137	KELLIS KRIS WEBER	0.89	RL	RR	Single Family Residence
353 195	KEPLEY CHARLES FREDRICK	3.56	RL	RA	Single Family Residence
353 049**	KEPLEY RENTALS LLC	9.11	RL	RA	None*
355 139**	KILBY BARBARA & HUSB	0.17	RL	RR	None*
355A061	KIRK RONALD C &WF	0.49	RL	RR	Single Family Residence
355A054	KISER PAULA VAIL & HUS	0.45	RL	RR	Single Family Residence
355A016	KNEIP JOHN F III & WF	0.29	RL	RR	None
355 119	KNEIP JOHN F III & WF	0.88	RL	RR	Single Family Residence
354 033	LAPISH PHILLIP RANDALL &WF	3.96	RL	RR	Single Family Residence
354 034	LAPISH PHILLIP RANDALL &WF	3.71	RH (2.29) RL (1.41)	RR	None
355 012**	LEFLER WEST A & WF	0.93	RL	RR	Single Family Residence
356 121	LLOYD JAMES B & WF	2.80	RL	RR	Single Family Residence
355A078**	LOSH MATTHEW BROOKS	0.87	RL	RR	Single Family Residence
355A083	MARCUM VALERIE MICHELLE	0.55	RL	RR	Single Family Residence
355A056	MASTIN FRANK H III & WF	0.45	RL	RR	Single Family Residence
355A072	MCCALL LEE &HUS	0.64	RL	RR	Single Family Residence
355A092	MORRISON JUSTIN WADE	1.41	RL	RR	Single Family Residence
355A058	MOSHER WAYNE A	0.64	RL	RR	Single Family Residence
353 048**	NASH RICKY LEE JR & WF	19.99	RL	RA	None*
355A057	NEMETH PATRICA G	0.43	RL	RR	Single Family Residence
354 031	PREVETTE JOEL BAXTER & WF	2.06	RL	RR	Single Family Residence
354 045	ROACH VIRGINIA & HUS	2.21	RH (2.21) RL (5.74)	RA	None
355A069	SAFRIT H DEAN & WF	0.50	RL	RR	Single Family Residence
355A071	SCULLY APRIL MARIE &	0.53	RL	RR	Single Family Residence
355 049	SCULLY ROXANNE M	0.56	RL	RR	Single Family Residence
355 036	TAYLOR EMMA JEAN S	0.66	RL	RR	Single Family Residence
353 051**	UNDERWOOD DUANE LEE JR	15.94	RL	RA	None
355A060	VANHOY LONNIE DAVID & WF	0.62	RL	RR	Single Family Residence
355A086	VANHOY LONNIE DAVID & WF	0.02	RL	RR	Shed
355 013	WEDDINGTON JOHN JEREMIAH & WF	0.87	RL	RR	None
355 138	WEDDINGTON JOHN JEREMIAH & WF	2.06	RL	RR	Single Family Residence
355A059	WHITAKER SUSAN D	0.45	RL	RR	Single Family Residence

None* indicates a single family residence or manufactured home is on the property but not within the area transferred to the County

** Indicates parcel is also located in Faith's ETJ

ZONING ANALYSIS

Current Zone: Residential Low Density (RL) and Residential High Density (RH)

Granite Quarry zoning designations for the to-be-relinquished ETJ in all subareas were almost exclusively RL (residential low density) with one instance of RH (residential high density) at the Stone Rd / Kluttz Rd intersection with Coley Rd. The purpose of these districts is defined as:
The Residential Low Density (RL) District is established for conventional subdivision development of low density single-family residences and their customary accessory uses.

The Residential High Density District (RH) is intended for the development of a higher density mixture of residential uses and their customary accessory uses.

Proposed: Rural Agricultural (RA) for Subareas 1A / 1B / 2A and most of 2B
Mix of Rural Residential (RR) and Residential Suburban (RS) in Subarea 3A
Mix of Rural Residential (RR) and Rural Agricultural (RA) in Subareas 3B / 3C

Plan Conformity Affected properties are located in Area 2 of the Eastern Area Land Use Plan (ELUP)
Area 2 comprises the lands adjacent to Spencer, Granite Quarry, Faith, Rockwell and High Rock Lake. Proximity to these municipal areas generally assumes that low density residential uses are expected and commercial uses are located in highways. Although this area was not included in the ELUP per se, as the jurisdiction was held by GQ, the plan assumptions for residential development in the area are valid based on Staff survey of the areas.

Purpose & Intent Rural Agricultural (RA), Rural Residential (RR) and Residential Suburban (RS) are defined below:

Rural Agricultural, RA. This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential 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 non-residential 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 non-residential uses. The most intensive land uses would not be allowed in this district.

Rural Residential, RR. This zoning district is comprised of areas of the county in which moderate levels of single-family housing has occurred or is occurring. In this district, agricultural uses have been replaced to a significant degree with single-family housing. The regulations in this district are intended to provide a land owner with an opportunity to engage in limited business or commercial activities. Multifamily uses are not allowed.

Residential Suburban, RS. The purpose of this zoning district is to protect existing residential neighborhoods and promote the creation of more residential neighborhoods. These areas are typically near major thoroughfares and have or could be provided significant infrastructure. Commercial uses, business uses and multifamily uses are generally not allowed.

Compatibility Of Uses As this is not a comparison between current county zoning and proposed county zoning, the Z 06-23 case is more about applying the most appropriate general zoning district to properties in the subareas.

Vicinity Conditions Refer to Subarea Maps

PLANNING BOARD RECOMMENDATION

At its August 28, 2023 meeting, the Rowan County Planning Board conducted a Courtesy Hearing for the Z 06-23 case and provides a favorable recommendation and the following statement in support:

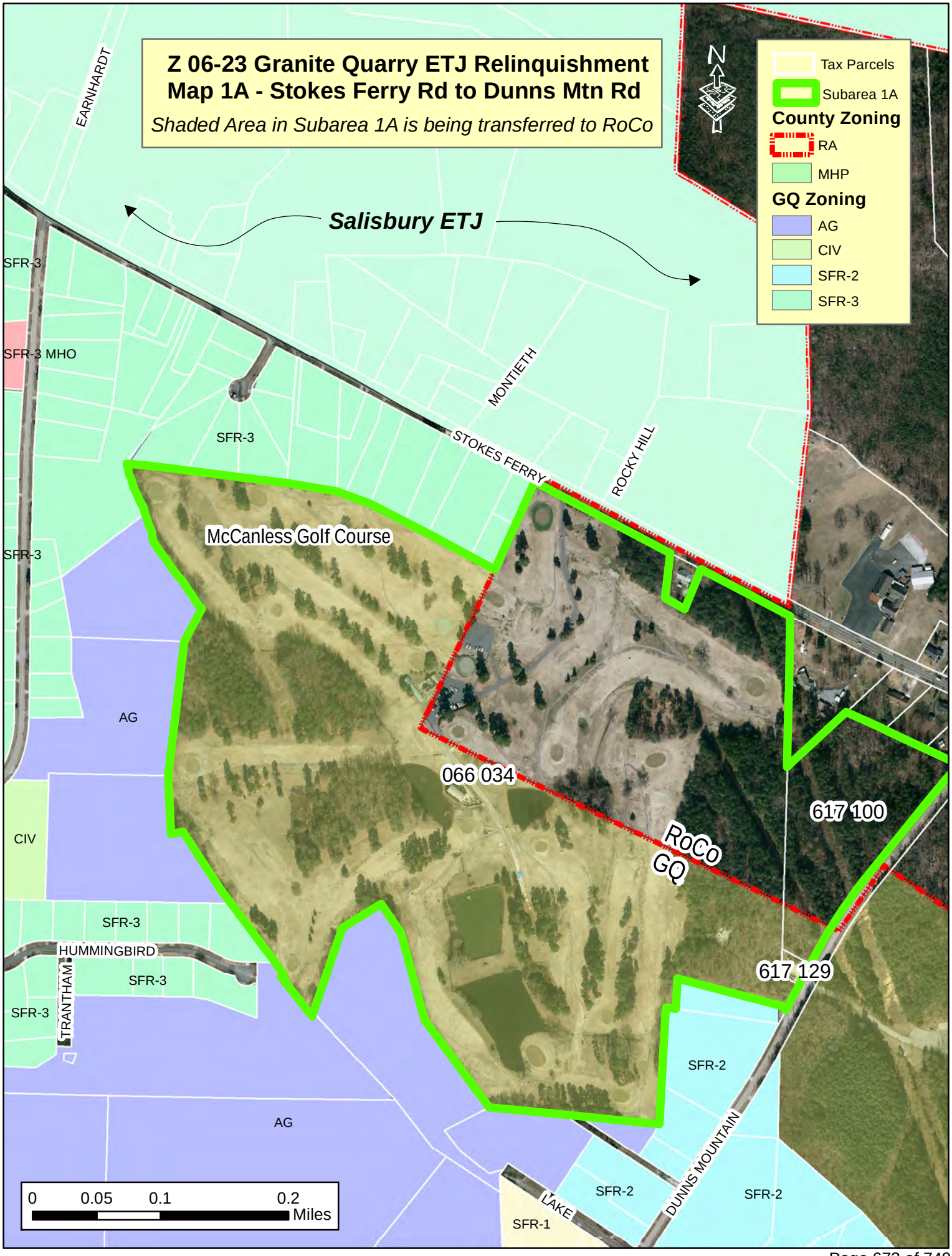
Statement of Consistency and Reasonableness

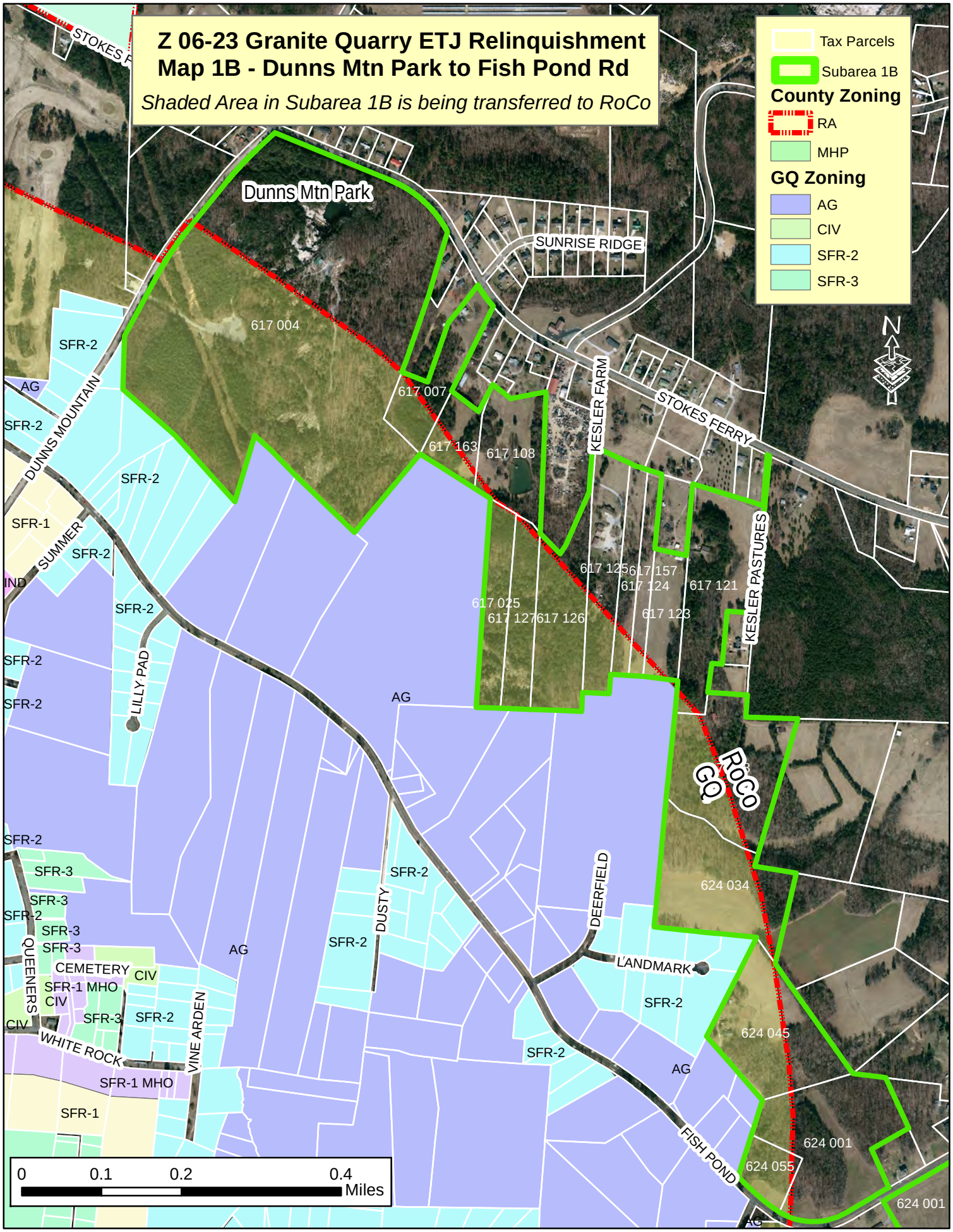
Z 06-23 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East Rowan Land Use Plan based on the following:

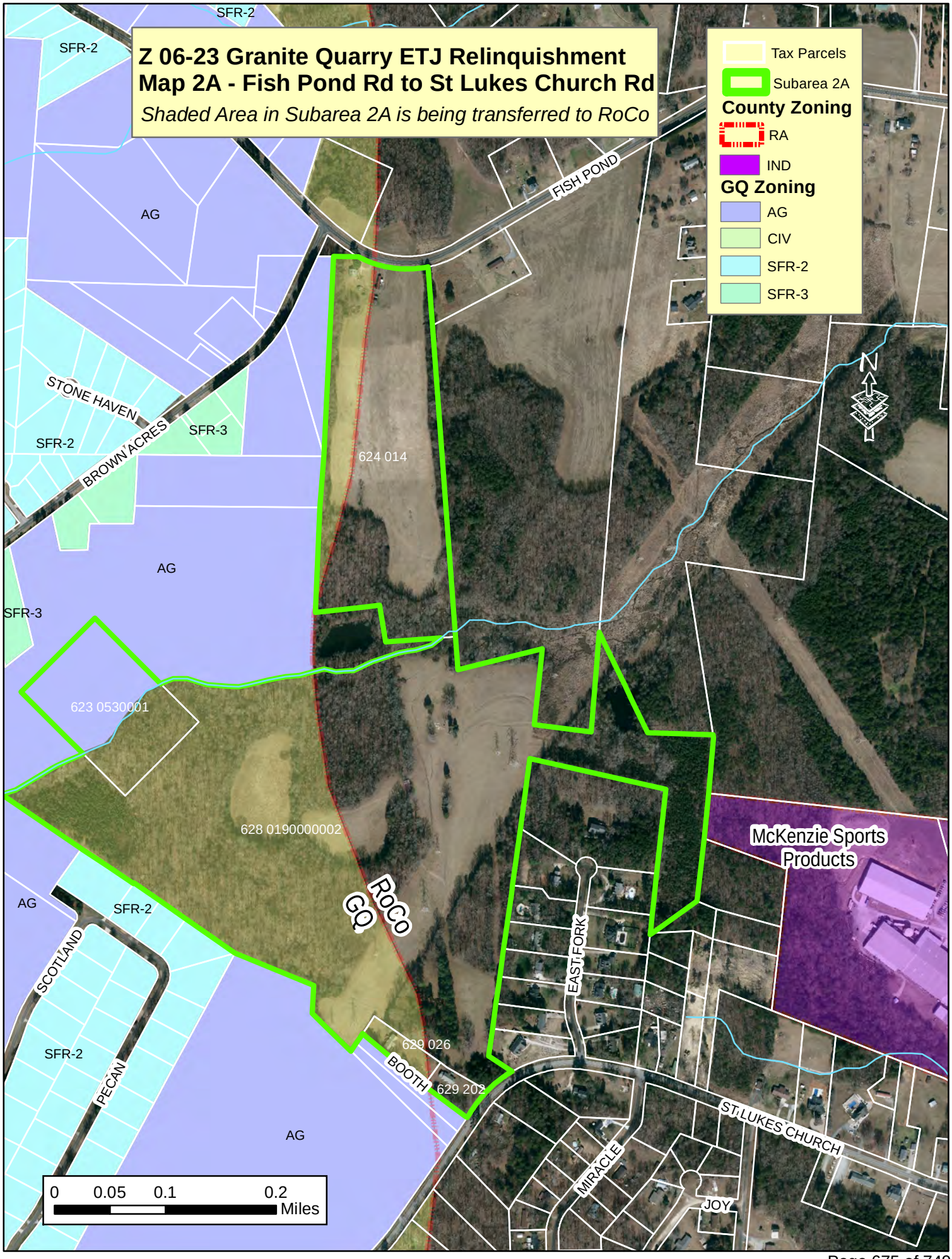
1) It allows parcels in the Granite Quarry ETJ currently, to transition into comparable county zoning and have minimal impact to residents and parcel owners.
2) The new zoning will now follow property lines.
3) It is in line with precedent set forth by this board when other municipalities have relinquished portions of their respective ETJs.

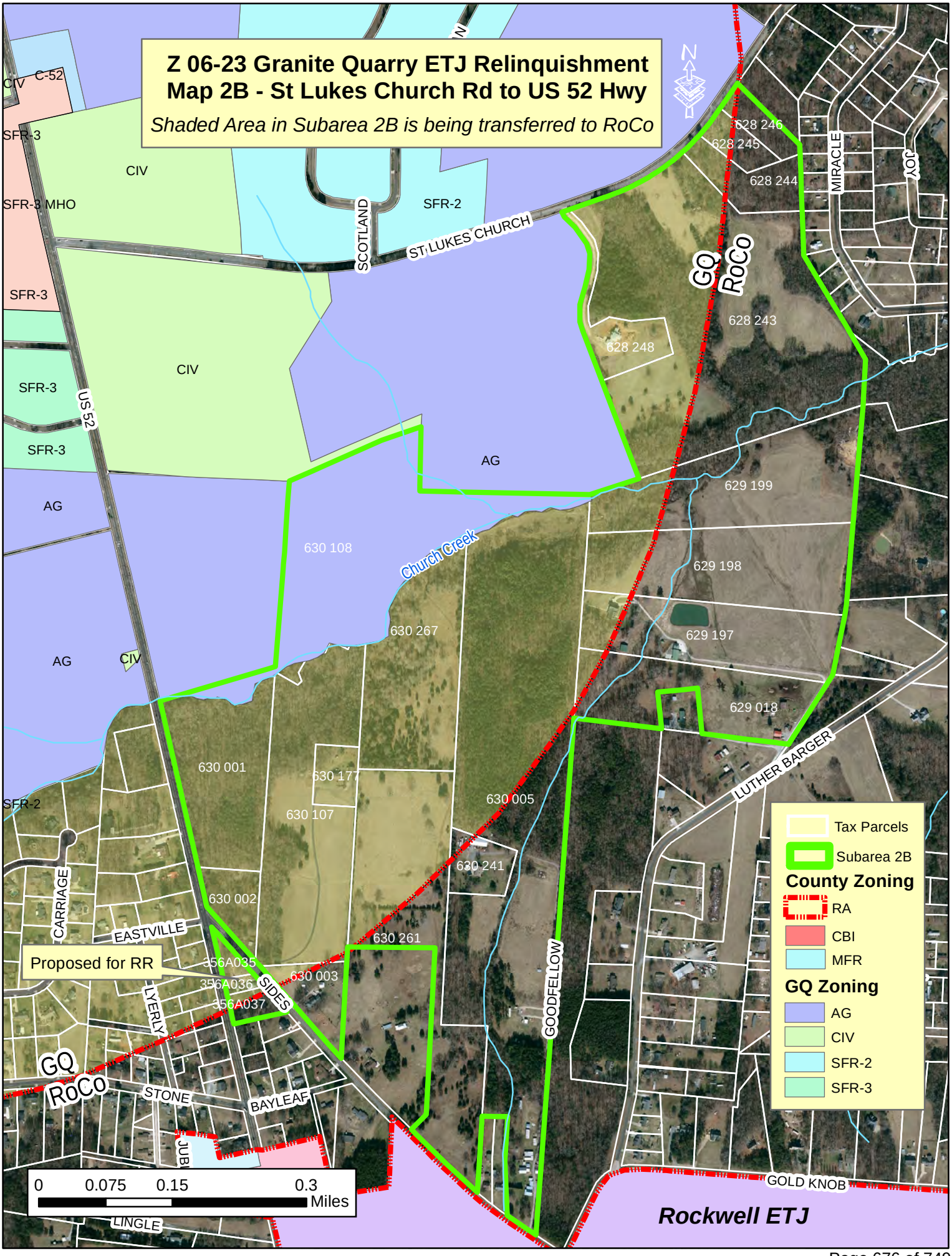
Furthermore, this adoption is deemed an amendment to the East Rowan Land Use Plan. *Adam Sewell* made the statement a motion, *Gregory Hannold* seconded the motion. There was no discussion, and the motion was approved by a vote of 8 – 0.

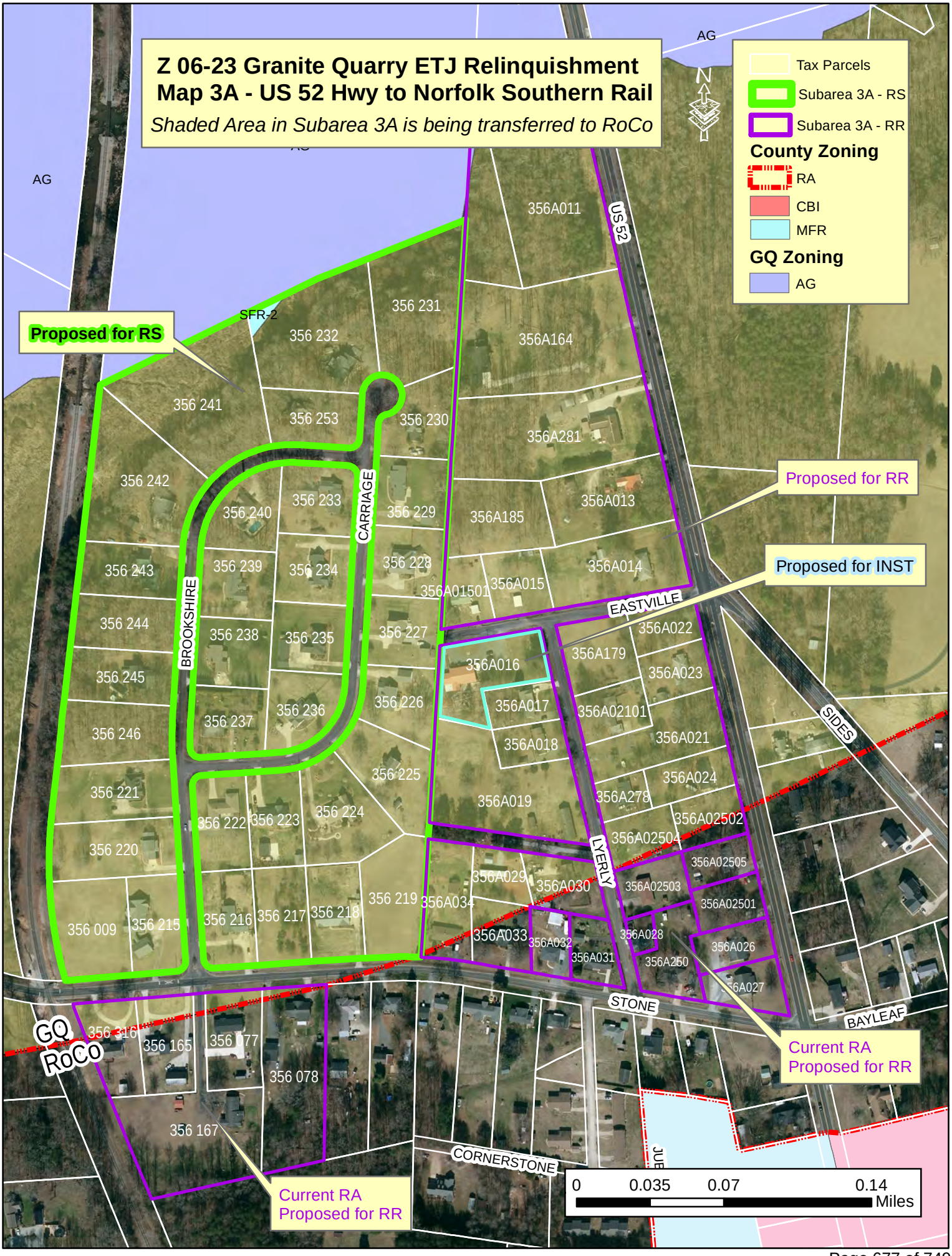
Approve / Deny the Application –A motion to **approve the application** Z 06-23 was made by *Mike Julian.* This motion was seconded by *Gregory Hannold,* there was no discussion and the motion was approved by a vote of 8 – 0.

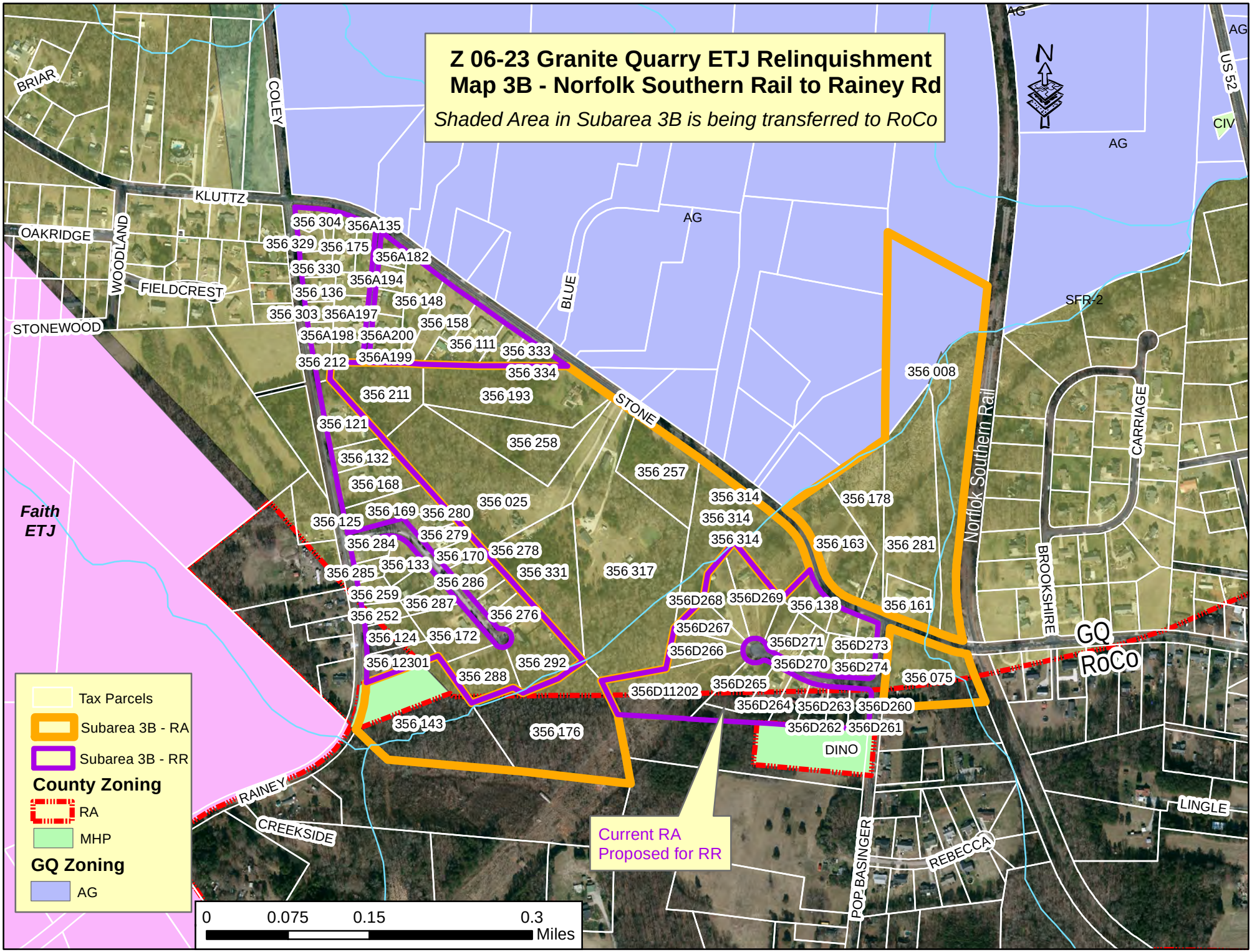

Z 06-23 Granite Quarry ETJ Relinquishment
Map 1A - Stokes Ferry Rd to Dunns Mtn Rd
Shaded Area in Subarea 1A is being transferred to RoCo
N
Tax Parcels
Subarea 1A
County Zoning
RA
MHP
GQ Zoning
AG
CIV
SFR-2
SFR-3
Salisbury ETJ
EARNHARDT
SFR-3
SFR-3 MHO
MONTIETH
STOKES FERRY
ROCKY HILL
SFR-3
SFR-3
McCanless Golf Course
AG
066 034
617 100
RoCo
GQ
CIV
SFR-3
HUMMINGBIRD
TRANTHAM
SFR-3
SFR-3
617 129
SFR-2
AG
SFR-2
DUNNS MOUNTAIN
SFR-2
LAKE
SFR-1
0
0.05
0.1
0.2
Miles

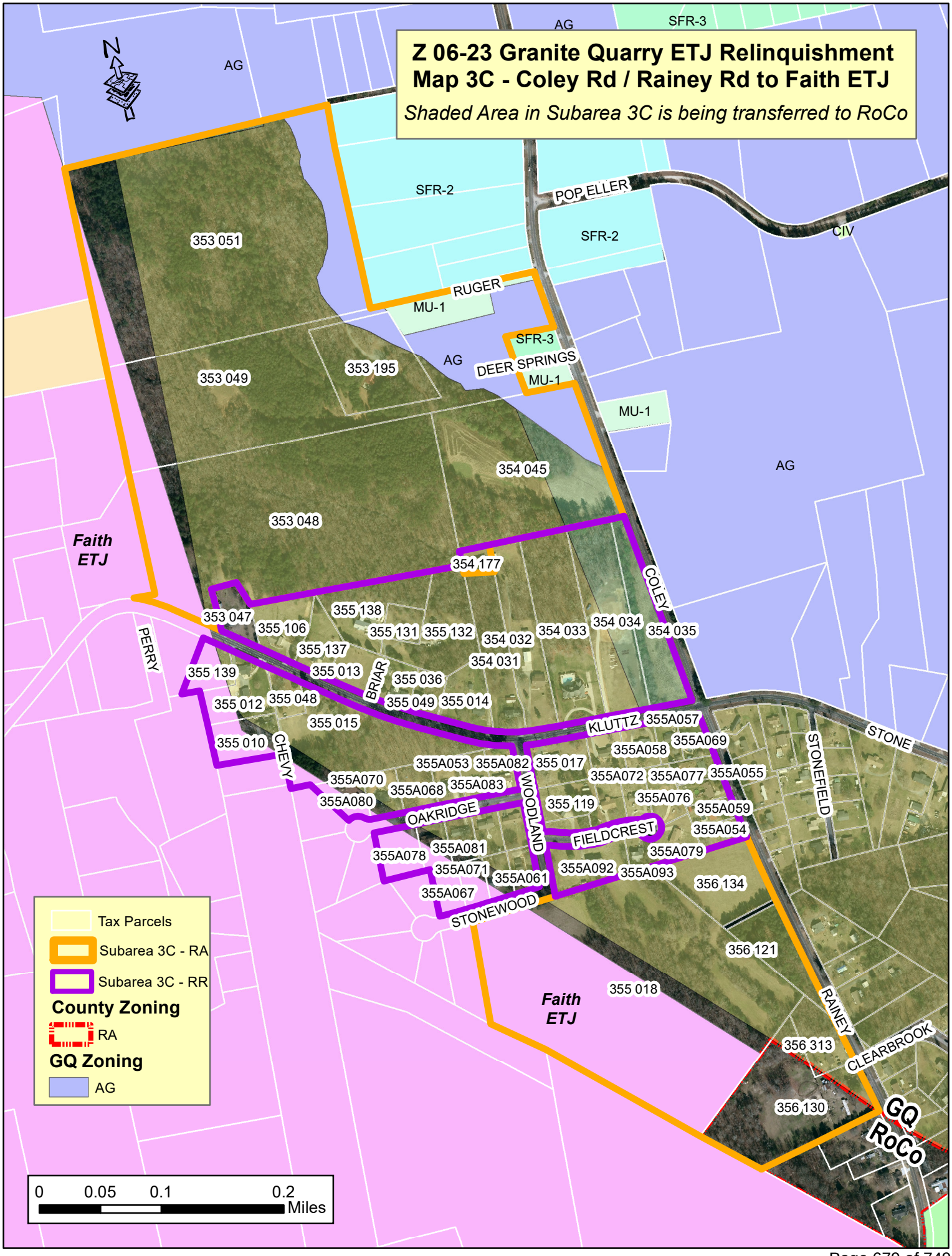

Z 06-23 Granite Quarry ETJ Relinquishment
Map 1B - Dunns Mtn Park to Fish Pond Rd
Shaded Area in Subarea 1B is being transferred to RoCo
Tax Parcels
Subarea 1B
County Zoning
RA
MHP
GQ Zoning
AG
CIV
SFR-2
SFR-3
Dunns Mtn Park
SUNRISE RIDGE
617 004
617 007
617 163
617 108
KESLER FARM
STOKES FERRY
DUNNS MOUNTAIN
SUMMER
KESLER PASTURES
617 125
617 157
617 124
617 121
617 025
617 127
617 126
617 123
LILLY PAD
RoCo GQ
624 034
DEERFIELD
DUSTY
L'ANDMARK
624 045
FISH POND
624 001
624 055
QUEENS
CEMETERY
SFR-1 MHO
WHITE ROCK
VINE ARDEN
0 0.1 0.2 0.4 Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 2A - Fish Pond Rd to St Lukes Church Rd
Shaded Area in Subarea 2A is being transferred to RoCo
Tax Parcels
Subarea 2A
County Zoning
RA
IND
GQ Zoning
AG
CIV
SFR-2
SFR-3
FISH POND
STONE HAVEN
BROWN ACRES
624 014
623 0530001
628 0190000002
RoCo GQ
EAST FORK
McKenzie Sports Products
SCOTLAND
PECAN
629 026
BOOTH
629 202
ST LUKES CHURCH
MIRACLE
JOY
0 0.05 0.1 0.2 Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 2B - St Lukes Church Rd to US 52 Hwy
Shaded Area in Subarea 2B is being transferred to RoCo
N
C-52
CIV
SFR-3
SFR-3 MHO
SFR-2
SCOTLAND
ST LUKES CHURCH
GQ
RoCo
MIRACLE
628 246
628 245
628 244
628 243
628 248
US 52
AG
629 199
630 108
Church Creek
629 198
630 267
629 197
629 018
LUTHER BARGER
630 001
630 177
630 107
630 005
630 241
630 002
CARRIAGE
EASTVILLE
630 261
Proposed for RR
356A035
356A036
356A037
630 003
SIDES
LYERLY
GOODFELLOW
STONE
BAYLEAF
GOLD KNOB
LINGLE
Tax Parcels
Subarea 2B
County Zoning
RA
CBI
MFR
GQ Zoning
AG
CIV
SFR-2
SFR-3
0
0.075
0.15
0.3
Miles
Rockwell ETJ


Z 06-23 Granite Quarry ETJ Relinquishment
Map 3A - US 52 Hwy to Norfolk Southern Rail
Shaded Area in Subarea 3A is being transferred to RoCo
Tax Parcels
Subarea 3A - RS
Subarea 3A - RR
County Zoning
RA
CBI
MFR
GQ Zoning
AG
Proposed for RS
Proposed for RR
Proposed for INST
Current RA
Proposed for RR
Current RA
Proposed for RR
GQ
RoCo
AG
SFR-2
US 52
CARRIAGE
BROOKSHIRE
EASTVILLE
LYERLY
SIDES
STONE
BAYLEAF
CORNERSTONE
356 241
356 242
356 243
356 244
356 245
356 246
356 221
356 220
356 009
356 215
356 222
356 223
356 224
356 216
356 217
356 218
356 219
356 225
356 226
356 227
356 228
356 229
356 230
356 231
356 232
356 253
356 240
356 233
356 239
356 234
356 238
356 235
356 237
356 236
356A011
356A164
356A281
356A013
356A185
356A014
356A015
356A01501
356A016
356A017
356A018
356A019
356A179
356A022
356A023
356A02101
356A021
356A024
356A278
356A02502
356A02504
356A02505
356A02503
356A02501
356A026
356A250
356A027
356A028
356A029
356A030
356A031
356A032
356A033
356A034
356 316
356 165
356 077
356 078
356 167
0 0.035 0.07 0.14 Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 3B - Norfolk Southern Rail to Rainey Rd
Shaded Area in Subarea 3B is being transferred to RoCo
N
BRIAR
COLEY
KLUTTZ
OAKRIDGE
WOODLAND
FIELDCREST
STONEWOOD
BLUE
STONE
Norfolk Southern Rail
CARRIAGE
BROOKSHIRE
US 52
CIV
SFR-2
AG
Faith
ETJ
GQ
RoCo
RAINEY
CREEKSIDE
POP BASINGER
REBECCA
LINGLE
DINO
356 304
356A135
356 329
356 175
356A182
356 330
356A194
356 136
356 148
356 303
356A197
356 158
356A198
356A200
356 111
356 333
356 212
356A199
356 334
356 211
356 193
356 121
356 258
356 132
356 257
356 168
356 025
356 314
356 178
356 169
356 280
356 125
356 279
356 284
356 170
356 278
356 163
356 281
356 285
356 133
356 331
356 317
356 286
356 259
356 287
356D268
356D269
356 138
356 161
356 252
356 276
356D267
356 124
356 172
356D271
356D273
356D266
356 12301
356 292
356D270
356D274
356 288
356 075
356D265
356D11202
356D264
356D263
356D260
356 143
356 176
356D262
356D261
356 008
Current RA
Proposed for RR
Tax Parcels
Subarea 3B - RA
Subarea 3B - RR
County Zoning
RA
MHP
GQ Zoning
AG
0
0.075
0.15
0.3
Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 3C - Coley Rd / Rainey Rd to Faith ETJ
Shaded Area in Subarea 3C is being transferred to RoCo
N
AG
SFR-3
SFR-2
POP ELLER
CIV
RUGER
MU-1
DEER SPRINGS
353 051
353 049
353 195
353 048
354 045
354 177
Faith ETJ
COLEY
353 047
355 106
355 138
355 131
355 132
354 032
354 033
354 034
354 035
355 137
354 031
355 139
355 013
BRIAR
355 036
355 012
355 048
355 049
355 014
355 015
PERRY
KLUTTZ
355A057
355A069
355A058
STONE
STONEFIELD
355 010
CHEVY
355A053
355A082
355 017
355A072
355A077
355A055
355A070
355A068
355A083
355A080
WOODLAND
355 119
355A076
355A059
OAKRIDGE
FIELDCREST
355A054
355A078
355A081
355A079
355A071
355A092
355A093
355A061
356 134
355A067
STONEWOOD
356 121
355 018
Faith ETJ
RAINEY
356 313
CLEARBROOK
356 130
GQ
RoCo
Tax Parcels
Subarea 3C - RA
Subarea 3C - RR
County Zoning
RA
GQ Zoning
AG
0
0.05
0.1
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Miles

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Shane Stewart, Assistant Planning and Development Director
DATE: 10/2/2023
SUBJECT: Legislative Hearing to consider changes to Chapter 18 of the Rowan County Code of Ordinances: Soil Erosion & Sedimentation Control

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The Rowan County Soil Erosion and Sediment Control Program has completed the necessary steps of updating the E&SC ordinance. The last update to the ordinance was completed in 2008.

The 2023 version includes language from the recent statutory updates contained in NCGS 160D and revisions to the NCDEQ state model ordinance. The main objective is for the County's ordinance to be reflective of those changes with little modification. The only significant change, beyond updated legal language, is the repeal of Section 18-24(c) Sewershed requirements that imposed special stormwater design standards within the Town Creek Sewershed. The original inclusion of these requirements were a prerequisite to the State permitting the construction of the Town Creek sewer line. Since that time, city/town stormwater design standards of Salisbury and China Grove have expanded to include most development projects within this corridor. Developments that are not regulated by either of these entities are regulated by Phase II Stormwater regulations. Furthermore, this office reached out to the USACE (partly the original author for this to-be-deleted section) for clarity whether it could be removed from our ordinance. The response was that it would no longer be required by the USACE as a design standard in this district.

The other primary change reflects a more streamlined approach to handling Plan Appeals (Sec. 18-71) and Penalties (Sec. 18-91) by having the assessment and final decision reside with the Board of Adjustment allowing for a more expedited process for the developer and County alike.

As a practical matter, the proposed ordinance amendments have been through a preliminary review with NCDEQ and legal review with the SCC (Sediment Control Commission)**.** These agencies recommended approval with the edits that have been made.

The attached draft ordinance contain existing text as regular black, proposed new text in red, and proposed text for deletion ~~highlighted with strikethroughs~~.

Josh Canup
Rowan County Environmental Compliance Specialist

ATTACHMENTS:
1. Draft Soil Erosion and Sedimentation Control Ordinance

Chapter 18 - SOIL EROSION AND SEDIMENTATION[1]

Footnotes:

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Editor's note— An amendment adopted July 7, 2008, amended ch. 18 in its entirety to read as herein set out. Former ch. 18 consisted of §§ 18-1—18-4; 18-21—18-31; 18-51—18-53, 18-71, 18-91, and 18-92, pertained to similar subject matter and derived from an ordinance adopted Nov. 5, 1990; and an ordinance adopted Jan. 4, 1993.

Cross reference— Mining; other extractive industries, § 7-201 et seq.; farmland preservation, Ch. 8.5; floodway; floodway fringe, Ch. 9; flood damage prevention, § 9-201 et seq.; planning and development, Ch. 17; zoning, Ch. 21.

State Law reference— Sedimentation Pollution Control Act of 1973, G.S. 113A-50 et seq.

ARTICLE I. - IN GENERAL

Sec. 18-1. - Authority and purpose.

This chapter may be known and cited as the Soil Erosion and Sedimentation Control Ordinance for Rowan County, NC and may be commonly referred to as the "erosion control ordinance". This chapter is adopted pursuant to the authority granted in G.S. 113A Article 4 for the purposes of:

(1) Regulating certain land-disturbing activities to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses and other public and private property by sedimentation; and

(2) Establishing procedures through which these purposes can be fulfilled.

(Amend. of 7-7-08)

Sec. 18-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accelerated erosion means any increase over the rate of natural erosion as a result of land-disturbing activity.

Act means the North Carolina Sedimentation Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.

Adequate erosion control measure, structure or device means one which controls the soil material within the land area under responsible control of the Person conducting the land-disturbing activity.

Administrative Decision means a decision made in the implementation, administration, or enforcement of development regulations that involve the determination of facts or the application of objective standards set forth in this chapter. These are sometimes referred to as “ministerial” decisions or “administrative determination”.

Affiliate means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of another Person.

Appeal means a request for a review by the board of commissions of an administrative decision regarding any provision of this article.

Approving Authority means the Department or other State or a local government agency that has been delegated erosion and sedimentation plan review responsibilities in accordance with the provisions of the Act.

Being conducted means a land-disturbing activity has been initiated and permanent stabilization of the site has not been completed.

Best management practice (BMP) means a structural device, measure, facility, or activity which helps to achieve soil erosion and stormwater management control objectives at a designated site as recognized in the most recent version of the North Carolina Division of Water ~~Quality~~ Resources, Stormwater Best Management Practices Manual.

Board of adjustment means the Rowan County ~~Zoning~~ Board of Adjustment.

Board of commissioners means the Rowan County, North Carolina Board of Commissioners.

Borrow means fill material which is required for on-site construction and is obtained from other locations.

Buffer zone means the strip of land adjacent to a lake or natural watercourse.

Clearing means the removal of existing ground cover of a site prior to development that may include but not be limited to removal of structures, deforestation, etc.

Commission means the North Carolina State Sedimentation Control Commission.

Completion of construction or development means that no further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.

Department means the North Carolina Department of ~~Environment, and Natural Resources~~ Environmental Quality (NCDEQ).

Determination means a written, final and binding order, requirement, or determination regarding an administrative decision.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filing, grading, paving, excavation or drilling operations or storage of equipment or materials.

Developmental Approval means an administrative approval made pursuant to this chapter that is written and required prior to commencing development or undertaking a specific activity, project, or development proposal.

Director means the Director of the Division of Energy Mineral and Land Resources of the Department of Environmental ~~and natural resources~~ Quality.

Discharge point means that point at which runoff leaves a tract of land.

District means the Rowan County Soil and Water Conservation District created pursuant to G.S. Ch. 139.

Energy dissipator means a structure or a shaped channel section with mechanical armoring placed at the outlet of pipes or conduits to receive and break down the energy from high velocity flow.

Erosion means the wearing away of land surface by the action of wind, water, gravity or any combination thereof.

Financial responsible owner (FRO) means the Person financially responsible for the land disturbing activity being conducted.

Ground cover means any natural vegetative growth or other material which renders the soil surface against accelerated erosion.

Ground level improvements means ground level loading areas, parking areas, patios and other similar ground level uses that will not occupy additional volume of the floodplain area during times of flooding.

High quality waters means those classified as such in 15A NCAC 2B ~~.0101(e)(5), General Procedures~~ .0224, which is incorporated herein by reference to include ~~further~~ subsequent amendments and additions ~~pursuant to G.S. 150B-14(c)~~.

High quality water (HQW) zones means areas that are within one (1) mile and drain to HQWs.

Impervious surface. Any material that significantly reduces and prevents natural infiltration of water into the soil. Impervious surfaces include but are not limited to roofs, patios, balconies, decks, streets, parking areas, driveways, sidewalks, and any concrete, stone, brick, asphalt, or compacted gravel surface. For purposes of this chapter, the effective impervious coverage of certain surfaces listed below are:

(1) Asphalt, concrete, crush and run gravel, masonry, marl, wood, and other impermeable surfaces which prevent land area from infiltrating stormwater are one hundred (100) percent impervious.

(2) Porous surfaces which permit direct infiltration of unconcentrated stormwater into ground areas so that the first one-half (½) inch of stormwater infiltrates into the ground are seventy (70) percent impervious.

(3) Slatted wood decks that allow the drainage of water through the slats to an unpaved surface below are fifty (50) percent impervious.

(4) Ungraveled natural footpaths, water surfaces of swimming pools, and drain fields are zero (0) percent impervious.

All other necessary determinations about impervious surfaces will be based on hydrological tests considering existing subgrade soils, slope, rainfall intensity and rainfall duration.

Lake or natural watercourse means any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary and any reservoir, lake or pond, natural or impounded, in which sediment may be moved or carried in suspension, and which could be damaged by accumulation of sediment.

Land-disturbing activity means any use of the land by any Person in residential, industrial, educational, institutional or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.

Local government means any county, incorporated village, town or city, or any combination of counties, incorporated villages, towns and cities, acting through a joint program pursuant to the provisions of the Act.

Natural erosion means the wearing away of the earth's surface by water, wind or other natural agents under natural environmental conditions undisturbed by man.

North Carolina Administrative Code (NCAC) is the compilation of the administrative rules of approximately 26 state agencies and over 50 occupational licensing boards. Compilation and publication of the NCAC is mandated by G.S. 150B-21.18.

Parent means an affiliate that directly, or indirectly through one or more intermediaries, controls another Person.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body or other legal entity.

Person conducting land-disturbing activity means any Person who may be held responsible for a violation unless expressly provided otherwise by this chapter, the Act or any order adopted pursuant to this chapter or the Act.

Person responsible for the violation, as used in this chapter and G.S. 113A-64, means:

(1) The developer or other Person who has or holds himself ~~out~~ as having financial or operational control over the land-disturbing activity; or

(2) The landowner or Person in possession or control of the land when he has directly or indirectly allowed the land-disturbing activity or has benefited from it or he has failed to comply with a duty imposed by any provision of this chapter, the Act or any order adopted pursuant to this chapter or the Act.

Phase of grading means one (1) of two (2) types of grading, rough or fine.

Plan means erosion and sedimentation control plan.

Planning board means County Planning Board of Rowan County, North Carolina.

Post-development conditions means predevelopment conditions together with the land use, drainage and impervious conditions that would exist on the site if all proposed development plans for the site are fully completed.

Predevelopment conditions means the land use, drainage, and impervious surface conditions existing on the site at the time plans are submitted for approval, including any previously approved development plans for the site which has not expired, and projects which have an outstanding valid building permit or an established vested right in compliance with all applicable General Statutes, and/or Rowan County Ordinances.

Rowan County means the staff members of the Rowan County Planning and Development Department or any agents, officials or other qualified personnel of the County who are authorized to enforce the provisions of this chapter.

Sediment means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity or ice from its site of origin.

Sedimentation means the process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity or into a lake or natural watercourse.

~~*Sewershed* means a drainage area in which sources of sewerage flow by either gravity or pumping to reach a common collection point.~~

Siltation means sediment resulting from accelerated erosion which is settleable or removable by properly designed, constructed and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.

Storm drainage facilities means the system of inlets, conduits, channels, ditches and appurtenances which serve to collect and convey stormwater through and from a given drainage area.

Stormwater runoff means the surface flow of water resulting from precipitation in any form and occurring immediately after rainfall or melting.

Subsidiary means an affiliate that is directly or indirectly, through one or more intermediaries, controlled by another Person.

Ten-year storm means the stormwater runoff resulting from precipitation of an intensity expected to be equaled or exceeded, on the average, once in ten (10) years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

Top-of-bank. ~~For the purposes of the sewershed district(s),~~ The point on a stream's cross-section defined by the bankfull elevation or the highest point in elevation immediately adjacent to the stream channel, whichever is greater.

~~*Town Creek District.* The Town Creek District is the Town Creek Watershed, including all lands which carry precipitation in the form of stormwater, via natural or manmade conveyances, down-slope to Town Creek and its tributary streams. The Town Creek District boundaries are as defined in Exhibit 1.~~

~~**Note** – Exhibit 1 can be located at the end of this chapter 18.~~

Tract means all contiguous land and bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.

Twenty-five-year storm means the stormwater runoff from precipitation of an intensity expected to be equaled or exceeded on the average once in twenty-five (25) years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

Two-year storm means the stormwater runoff resulting from a rainfall of an intensity expected to be equaled or exceeded, on the average, once in two (2) years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

Uncovered means the removal of ground cover from, on or above the soil surface.

Undertaken means the initiating of any activity, or phase of activity, which results or will result in a change in the ground cover or topography of a tract of land.

USACE means the United States Army Corps of Engineers.

Velocity means the average velocity of flow through the cross section of the main channel at the peak flow of the storm of interest. The cross section of the main channel shall be that area defined by the geometry of the channel plus the area of flow below the flood height defined by vertical lines at the main channel banks. Overload flows are not to be included for the purpose of computing velocity of flow.

Waste means the surplus materials resulting from on-site land-disturbing activities and disposed of at other locations.

Water-dependent structure. A structure, excluding habitable structures used for water access including, but not limited to, docks, marinas, and boat ramps.

Working days means days exclusive of Saturday and Sunday and State and Federal holidays during which weather conditions or soil conditions permit land-disturbing activity to be undertaken.

"Written" or "in-writing" means written communication, including by electronic email, executed by a staff member to document a determination, order, interpretation, notification, or other purpose identified by this chapter. Unless specified otherwise, in the absence of evidence to the contrary, delivery by first class mail shall be deemed received on the third business day following deposit of the item with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.

(Amend. of 7-7-08)

Sec. 18-3. - Scope and exclusions.

(a) *Geographical scope of regulated land-disturbing activity.* This chapter shall apply to land-disturbing activities within the territorial jurisdiction of Rowan County and as allowed by agreement between local governments, the extent of annexation or other appropriate legal instrument or law.

(b) *Exclusions from regulated land-disturbing activity.* Notwithstanding the general applicability of this ordinance to all land-disturbing activity, this chapter shall not apply to the following types of land-disturbing activity:

(1) Those activities undertaken on agricultural land for the production of plants and animals useful to man, including but not limited to:

(i) Forage and sod crops, grain and feed crops, tobacco, cotton, and peanuts;

(ii) Dairy animals and dairy products;

(iii) Poultry and poultry products; livestock, including beef cattle, llamas, sheep, swine, horses, ponies, mules or goats;

(iv) Bees and apiary products;

(v) Fur-producing animals.

(vi) Mulch, ornamental plants, and other horticultural products. For the purposes of this section, "mulch" means substances composed primarily of plant remains or mixtures of such substances.

(2) Those activities undertaken on forestland for the production and harvesting of timber and timber products and which are conducted in accordance with Best Management Practices set out in Forest Practice Guidelines Related to Water Quality as adopted by the North Carolina Department of Agricultural and Consumer Services. If land-disturbing activity undertaken on forestland for the production and harvesting of timber and timber products is not conducted in accordance with Forest Practice Guidelines Related to Water Quality, the provisions of this ~~subsection (2)~~ ordinance shall apply to such activity and any related land-disturbing activity on the tract;

(3) Activity for which a permit is required under the Mining Act of 1971, Article 7 of Chapter 74 of the North Carolina General Statutes;

(4) Land-disturbing activity over which the state has exclusive regulatory jurisdiction as provided in G.S. 113A-56(a).

(5) For the duration of an emergency, activities essential to protect human life.

(6) Activities undertaken to restore the wetland functions of converted wetlands to provide compensatory mitigation to offset impacts permitted under Section 404 of the Clean Water Act.

(7) Activities undertaken pursuant to Natural Resources Conservation Service standards to restore the wetlands functions of converted wetlands as defined in Title 7 Code of Federal Regulations § 12.2

(Amend. of 7-7-08)

Sec. 18-4. - Conflict of Interest.

No Rowan County staff member or contracted agent shall make a final administrative decision concerning this ordinance if the applicable landowner or applicant of the petition is a Person with whom the member or agent has a close familial relationship defined as immediate family by Chapter 21 of the Rowan County Code of Ordinances including spouse, or business or other associational relationship. If a staff member or agent has a conflict of interest, the decision shall be assigned to another member or agent.

Sec. ~~18-4~~ 18-5—18-20. - Reserved.

ARTICLE II. - GENERAL REGULATIONS

Sec. 18-21. - Requirements.

(a) *Plans required.* No Person shall initiate any land-disturbing activity subject to this chapter without first obtaining a plan approval therefore from Rowan County.

(b) *Protection of property.* Persons conducting land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity.

(c) *More restrictive rules shall apply.* Whenever conflicts exist between federal, state or local laws, ordinances or rules, the more restrictive provision shall apply.

(d) *Plan approval; exceptions.* Notwithstanding the general requirement to obtain a plan approval prior to undertaking land-disturbing activity, a plan approval shall not be required for land-disturbing activity that does not exceed forty-three thousand, five hundred, sixty (43,560) square feet in surface

area. In determining the area, lands under one or diverse ownership being developed as a unit will be aggregated.

(Amend. of 7-7-08)

Sec. 18-22. - Basic control objectives.

An erosion and sedimentation control plan may be disapproved if the plan fails to address the following control objectives:

(1) *Identify critical areas.* On-site areas which are subject to severe erosion, and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation, are to be identified and receive special attention.

(2) *Limit time of exposure.* All land-disturbing activity is to be planned and conducted to limit exposure to the shortest feasible time specified in G.S. 113A-57, the rules of this Chapter, or as directed by the Approving Authority.

(3) *Limit exposed areas.* All land-disturbing activity is to be planned and conducted to minimize the size of the area to be exposed at any one (1) time.

(4) *Control surface water.* Surface water runoff originating upgrade of exposed areas should be controlled to reduce erosion and sediment loss during the period of exposure.

(5) *Control sedimentation.* All land-disturbing activity is to be planned and conducted so as to prevent off-site sedimentation damage.

(6) *Manage stormwater runoff.* When the increase in the velocity of stormwater runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving watercourse, a plan is to include measures to control the velocity to the point of discharge so as to minimize accelerated erosion of the site and increased sedimentation of the stream.

(Amend. of 7-7-08)

Sec. 18-23. - Mandatory standards for land-disturbing activity.

No land-disturbing activity subject to the control of this chapter shall be undertaken except in accordance with the following mandatory standards:

(1) *Buffer zone.*

a. *Standard buffer.* No land-disturbing activity during periods of construction or improvement to land shall be permitted in proximity to a lake or natural watercourse unless a 30-foot buffer zone is provided along the margin of the watercourse.

b. *Projects on, over or under water.* This subsection shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over or under a lake or natural watercourse.

c. *Buffer measurement.* Unless otherwise provided, the width of a buffer zone is measured horizontally from the top of stream bank to the nearest edge of the disturbed area, containing natural or artificial means of confining visible siltation.

(2) *Graded slopes and fills.* The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within twenty-one (21) calendar days of completion of any phase of grading, be planted or otherwise be provided with temporary or permanent ground cover, devices or structures sufficient to restrain erosion. The angle for

graded slopes and fills must be demonstrated to be stable. Stable is the condition where the soil remains in its original configuration, with or without mechanical constraints.

(3) *Fill material.* Unless a permit from the Ddepartment's division of waste management to operate a landfill is on file for the official site, acceptable fill material shall be free of organic or other degradable materials, masonry, concrete and brick in sizes exceeding twelve (12) inches, and other materials which would cause the site to be regulated as a landfill by the State of North Carolina. Not all materials described in Section .0562 of 15A NCAC 13B are suitable to meet geotechnical considerations of the fill activity and should be evaluated accordingly.

(4) *Ground cover.* Whenever land-disturbing activity that will disturb more than one (1) acre is undertaken on a tract, or associated tracts, the Person conducting the land-disturbing activity shall install such sedimentation and erosion control devices and practices as are sufficient to retain the sediment generated by the land-disturbing activity within the boundaries of the tract(s) during construction upon and development of such tract(s), and shall plant or otherwise provide permanent ground cover sufficient to restrain erosion after completion of construction or development. Except as provided in subsection 18-24(b)(5) of this chapter, provisions for a ground cover sufficient to restrain erosion must be accomplished within ~~fifteen (15) working days or~~ ninety (90) calendar days following completion of ~~any phase of~~ construction or development~~, whichever period is shorter~~.

(5) *Prior plan approval.* No Person shall initiate any land-disturbing activity that will disturb more than one (1) acre on a tract unless, thirty (30) or more days prior to initiating the activity, a plan for the activity is filed with and approved by Rowan County. Rowan County shall forward to the director of the Division of Water ~~Quality~~ Resources a copy of each plan for a land-disturbing activity that involves the utilization of ditches for the purpose of de-watering or lowering the water table of the tract.

(6) The land-disturbing activity shall be conducted in accordance with the approved erosion and sedimentation control plan.

(Amend. of 7-7-08)

Sec. 18-24. - Design and performance standards.

(a) Except as provided in subsection (b)(2) of this section, erosion and sedimentation control measures, structures and devices shall be planned, designed and constructed to provide protection from the calculated maximum peak rate of runoff from the ten-year storm. Runoff rates shall be calculated using the procedures in the U.S.D.A. Soil Conservation Service's "National Engineering Field Manual for Conservation Practices," or the North Carolina Erosion and Sediment Control Planning and Design Manual or other acceptable calculation procedures.

(b) *HQW zones.* In high quality water (HQW) zones, the following design standards shall apply:

(1) *Limit on uncovered area.* Uncovered areas in HQW zones shall be limited at any time to a maximum total area, within the boundaries of the tract, of twenty (20) acres. Only the portion of the land-disturbing activity within a HQW zone shall be governed by this section. Larger areas may be uncovered within the boundaries of the tract with the written approval of the ~~director~~ Director upon providing engineering justification with a construction sequence that considers phasing and limiting exposure.

(2) *Maximum peak rate of runoff protection.* Erosion and sedimentation control measures, structures and devices within HQW zones shall be so planned, designed and constructed to provide protection from the runoff of the 25-year storm which produces the maximum peak rate of runoff as calculated according to procedures in the U.S.D.A. Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.

(3) ~~*Settling efficiency*~~ *Sediment Basin Design*. Sediment basins within HQW zones shall be designed and constructed ~~such that the basin will have a settling efficiency of at least seventy (70) percent for the forty-micron (0.04 millimeter) size soil particle transported into the basin by the runoff of that two-year storm which produces the maximum peak rate of runoff as calculated according to procedures in the U.S.D.A. Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.~~ according to the following criteria:

(i) use a surface withdrawal mechanism, except when the basin drainage area is less than 1.0 acre;

(ii) have a minimum of 1800 cubic feet of storage area per acre of disturbed area;

(iii) have a minimum surface area of 325 square feet per cfs of the Twenty-five Year Storm (Q25) peak flow;

(iv) have a minimum dewatering time of 48 hours;

(v) incorporate 3 baffles, unless the basin is less than 20 feet in length, in which case 2 baffles shall be sufficient.

Upon written request of the applicant, the Director may allow alternative design and control measures in lieu of meeting the conditions required in subparagraphs (3)(ii) through (3)(v) of this sub-section if the applicant demonstrates that meeting all of those conditions will result in design or operational hardships and that the alternative measures will provide an equal or more effective level of erosion and sediment control on the site. Alternative measures may include quicker application of ground cover, use of sediment flocculants, and use of enhanced ground cover practices.

(4) *Grade.* Newly constructed open channels in HQW zones shall be designed and constructed with side slopes no steeper than two (2) horizontal to one (1) vertical if a vegetative cover is used for stabilization unless soil conditions permit a steeper slope or where the slopes are stabilized by using mechanical devices, structural devices or other acceptable ditch liners. In any event, the angle for side slopes shall be sufficient to restrain accelerated erosion.

~~(5) *Ground cover.* Ground cover sufficient to restrain erosion must be provided for any portion of a land-disturbing activity in a HQW zone within fifteen (15) working days or thirty (30) calendar days following completion of any phase of construction or development, whichever period is shorter.~~

~~(c) *Sewershed areas.* Rowan County recognizes that development which converts pervious surfaces to impervious surfaces can create higher peak discharge rates for runoff, more frequent and severe flooding both upstream and downstream of the discharge site, deposition of sediment (aggregation) and erosion of stream bank and bed materials (degradation) when appropriate measures to control these effects are not utilized. In areas of the county's jurisdiction where development potential is increased by the extension of a public sewer utility, the expectation is that the aforementioned effects will be exacerbated. As such, the standards of this section are intended to supplement the basic control objectives contained in section 18-22 of this chapter and are designed to minimize the secondary and cumulative impacts associated with sedimentation, soil erosion and stormwater resulting from development and shall be uniformly applied in these areas of utility extension as it becomes available.~~

~~These standards are in effect for the following sewershed:~~

~~Town Creek District~~

~~(1) *Existing development.* Existing development is not subject to the requirements of this section; existing development shall be considered to be any impervious surfaces created prior to, or for which a vested right has been established, as of July 7, 2008. However,~~

redevelopment and expansions of any development shall be subject to the requirements of this section.

(2) *Impervious surface calculations.* Impervious surface coverage of the existing development is not required to be included when applying the impervious surface coverage limits of this section. The land area to which this section's impervious surface coverage limits are applied is the total area of the parcel, minus the area of impervious surfaces existing or vested as of July 7, 2008.

(3) *General requirements.* All development shall, to the maximum extent practicable, minimize impervious or partially pervious surface coverage, direct stormwater away from surface waters, incorporate Best Management Practices (BMPs) as recognized by the NC Division of Water Quality, Stormwater Best Management Practices Manual, transport stormwater runoff from development by vegetated conveyances, minimize the use of curb and gutter in favor of grassed swales, and preserve all vegetated conveyances and floodplain areas as common areas.

Prior to development of any tract of land over one acre in size, the applicant or financially responsible party for the proposed project shall conduct surveys for any tributary streams, using identification protocols established by the most recent version of the North Carolina Division of Water Quality, Identification Methods for the Origins of Intermittent and Perennial Streams, and for any jurisdictional wetland features, following the most recent version of the "Corps of Engineers wetland delineation manual," Technical Report Y-87-1, with regional updates from the US Army Corps of Engineers, South Atlantic Wilmington Office available at: http://www.saw.usace.army.mil/WETLANDS. The required stream and wetland surveys, or a statement that none are present, shall be submitted along with the Erosion and Sedimentation Control Plan.

(4) *Floodplain preservation.* No new development shall, after the effective date of this chapter, encroach into floodplains designated in the Town Creek district that are on the most recent FEMA Flood Insurance Rate Maps (FIRMs).

Because of anticipated development along the I-85 corridor and correlated increases in base flood discharge and elevation within the Town Creek Watershed, for the purpose of the Town Creek district the FEMA floodplain shall be expanded, where no floodplain has previously been established, to include all lands within 50 feet of the Town Creek main stream, and within 30 feet of all tributary streams. The distances specified shall apply to all sides of any jurisdictional stream (as identified in subsection (c)(3) above), measured landward from the top-of-bank.

An additional 25-foot setback shall be preserved from the landward edge of protected floodplain areas, and diffuse flow shall be maintained across forested floodplain areas both during and after land-disturbing activities impacting one or more acres' activities.

(a) Single-family residential lots may incorporate ground level improvements within the required setback. No additional fill or structures will be allowed within the setback.

(b) Commercial, industrial, and multi-family developments are allowed to encroach into the 25-foot setback when additional BMPs are employed to capture and treat stormwater expected from the two-year/24-hour storm.

(c) Where required, the utilization of BMPs shall be subject to approval of the Rowan County Planning Department. Rowan County recognizes that stormwater treatment and control is an evolving science, and will entertain site-specific proposals for use and implementation of BMPs. For purposes of this section, water-dependent structures, gravity-dependent public utilities, and other nonhabitable structures are exempt from the requirements of this section.

(5) *Stormwater runoff controls.* Following the adoption of the sewershed standards, the peak stormwater runoff leaving any site for the two-year/24-hour storm shall be no greater for

~~post-development conditions than predevelopment conditions. The same methodologies used to calculate stormwater runoff must be used for both predevelopment and post-development conditions as provided in the N.C. DENR, North Carolina Sediment Control Commission's most recent version of the North Carolina Erosion and Sediment Control Planning and Design Manual.~~

~~(a) For any land-disturbing activity, the peak stormwater runoff leaving the site at each discharge point for the two-year/24-hour storm shall be no greater during construction than for predevelopment conditions. However, this regulation shall not be applicable when the development site conforms to all of the following:~~

~~1. The disturbed acreage, including all planned phases, is less than twenty (20) acres, based on parcel mapping existing on July 7, 2008;~~

~~2. The two-year peak discharge for the disturbed condition is less than ten (10) percent of the peak discharge from the contributing watershed as measured at the nearest receiving watercourse.~~

~~(b) The stormwater runoff control requirements of this section shall not apply if one (1) or more of the following is true:~~

~~1. The increase in peak stormwater runoff between predevelopment and post-development conditions for the two-year storm is ten (10) percent or less at each point of discharge.~~

~~2. The maximum impervious surface coverage of the lot, including any existing impervious surfaces, is no more than ten (10) percent and the remaining pervious portions of the lot are utilized to convey and control the stormwater runoff of the lot to the maximum extent practical.~~

~~3. Compliance with the runoff limitations in subsection (1) above would result in greater adverse downstream impact, such as local flooding, as determined by Rowan County-approved engineering studies.~~

~~Projects exempted by subsection 2. shall protect all affected lands and receiving watercourses from accelerated erosion.~~

~~(6) Notwithstanding subsections (1) and (2), Rowan County reserves the right to require stormwater runoff control measures for projects without any such measures, and Rowan County reserves the right to require additional stormwater runoff control measures for projects which are complying with subsection (1) if stormwater runoff from the site will cause adverse effects on other properties including, without limitation to, public streets, and utility easements.~~

(Amend. of 7-7-08)

Sec. 18-25. - Stormwater outlet protection.

(a) *Intent.* Stream banks and channels downstream from any land-disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land-disturbing activity.

(b) *Performance standard.* Persons shall conduct land-disturbing activity so that the post-construction velocity of the ten-year storm runoff in the receiving watercourse to the discharge point does not exceed the greater of:

(1) The velocity established by the maximum permissible velocities table set out in subsection (e) of this section; or

(2) The velocity of the ten-year storm runoff in the receiving watercourse prior to development.

If conditions (1) or (2) of this subsection cannot be met, then the receiving watercourse to and including the discharge point shall be designed and constructed to withstand the expected velocity anywhere the velocity exceeds the "prior to development" velocity by ten (10) percent.

(c) *Acceptable management measures.* Measures applied alone or in combination to satisfy the intent of this section are acceptable if there are no objectionable secondary consequences. Rowan County recognizes that the management of stormwater runoff to minimize or control downstream channel and bank erosion is a developing technology. Innovative techniques and ideas will be considered and may be used when shown to have the potential to produce successful results. Some alternatives, while not exhaustive, are to:

(1) Avoid increases in surface runoff volume and velocity by including measures to promote infiltration to compensate for increased runoff from areas rendered impervious;

(2) Avoid increases in stormwater discharge velocities by using vegetated or roughened swales and waterways in place of closed drains and high velocity paved sections;

(3) Provide energy dissipators at outlets of storm drainage facilities to reduce flow velocities to the point of discharge. These may range from simple riprapped sections to complex structures;

(4) Protect watercourses subject to accelerated erosion by improving cross sections and/or providing erosion-resistant lining;

(5) Upgrade or replace the receiving device structure, or watercourse such that it will receive and conduct the flow to a point where it is no longer subject to degradation from the increased rate of flow or increased velocity.

(d) *Exceptions.* This rule shall not apply where it can be demonstrated to Rowan County that stormwater discharge velocities will not create an erosion problem in the receiving watercourse.

(e) *Maximum permissible velocities table.* The following is a table for maximum permissible velocity for stormwater discharges in feet per second (F.P.S.) and meters per second (M.P.S.):

Material	F.P.S.	M.P.S.
Fine sand (noncolloidal)	2.5	.8
Sandy loam (noncolloidal)	2.5	.8
Silt loam (noncolloidal)	3.0	.9
Ordinary firm loam	3.5	1.1
Fine gravel	5.0	1.5
Stiff clay (very colloidal)	5.0	1.5
Graded, loam to cobbles (noncolloidal)	5.0	1.5
Graded, silt to cobbles (colloidal)	5.5	1.7

Alluvial silts (noncolloidal)	3.5	1.1
Alluvial silts (colloidal)	5.0	1.5
Coarse gravel (noncolloidal)	6.0	1.8
Cobbles and shingles	5.5	1.7
Shales and hard pans	6.0	1.8

Source: Adapted from recommendations by Special Committee on Irrigation Research, American Society of Civil Engineers, 1926, for channels with straight alignment. For sinuous channels multiply allowable velocity by 0.95 for slightly sinuous, by 0.9 for moderately sinuous channels, and by 0.8 for highly sinuous channels.

(Amend. of 7-7-08)

Sec. 18-26. - Borrow and waste areas.

When the Person conducting the land-disturbing activity is also the Person conducting the borrow or waste disposal activity, areas from which borrow is obtained and which are not regulated by the provisions of the Mining Act of 1971, G.S. 74, Article 7, and waste areas for surplus materials other than landfills regulated by the D~~e~~epartment's division of solid waste management, shall be considered as part of the land-disturbing activity where the borrow material is being used or from which the waste material originated. When the Person conducting the land-disturbing activity is not the Person obtaining the borrow and/or disposing of the waste, these areas shall be considered a separate land-disturbing activity.

(Amend. of 7-7-08)

Sec. 18-27. - Access and haul roads.

Temporary access and haul roads, other than public roads, constructed or used in connection with any land-disturbing activity shall be considered a part of such activity.

(Amend. of 7-7-08)

Sec. 18-28. - Operations in lakes or natural watercourses.

Land-disturbing activity in connection with construction in, on, over or under a lake or natural watercourse shall be planned and conducted in such a manner as to minimize the extent and duration of disruption of the stream channel. Where the relocation or crossing of a stream is an essential part of the proposed activity, the relocation or crossing activity shall be planned and executed so as to minimize unnecessary changes in the stream flow characteristics. All stream relocation or crossing activities must be conducted in accordance with Rowan County Flood Damage Prevention Ordinance, if applicable, ~~NCDENR~~ NCDEQ, Division of Water ~~Quality~~ Resources and ~~UASACOE~~ USACE Standards.

(Amend. of 7-7-08)

Sec. 18-29. - Responsibility for maintenance.

During the development of a site, the Person conducting the land-disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved plan or any provision of this chapter, the Act or any order adopted pursuant to this chapter or the Act. After site development, the landowner or Person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a government agency.

(Amend. of 7-7-08)

Sec. 18-30. - Additional measures.

Whenever Rowan County determines that significant erosion and sedimentation is occurring as a result of land-disturbing activity, despite application and maintenance of protective practices, the Person conducting the land-disturbing activity will be required to and shall take additional protective action.

(Amend. of 7-7-08)

Sec. 18-31. - ~~Existing uncovered areas.~~ Reserved

~~(a) All uncovered areas existing on the effective date of the ordinance from which this chapter derives, which resulted from land-disturbing activity, exceed one (1) acre, are subject to continued accelerated erosion, and are causing off-site damage from sedimentation, shall be provided with a ground cover or other protective measures, structures or devices sufficient to restrain accelerated erosion and control off-site sedimentation.~~

~~(b) Rowan County shall serve upon the landowner or other Person in possession or control of the land a written notice to comply with the Act, this chapter, a rule or order adopted or issued pursuant to the Act by the Commission or by Rowan County. The notice to comply shall be sent by registered or certified mail, return receipt requested, or other means provided in G.S. 1A-1, Rule 4. The notice will set forth the measures needed to comply and will state the time within which such measures must be completed. In determining the measures required and the time allowed for compliance, the authority serving notice shall take into consideration the economic feasibility, technology and quantity of work required and shall set reasonable and attainable time limits for compliance.~~

~~(c) Rowan County reserves the right to require preparation and approval of an erosion and sedimentation control plan in any instance where extensive control measures are required.~~

~~(d) This rule shall not require ground cover on cleared land forming the future basin of a planned reservoir.~~

(Amend. of 7-7-08)

Sec. 18-32—18-50. - Reserved.

ARTICLE III. - PERMIT; PLANS; INSPECTIONS

Sec. 18-51. - Fees.

(a) Rowan County has established a fee schedule for the review and processing of sedimentation and erosion control plans, site inspections, and related administrative costs. ~~In establishing the fee schedule, the County has considered the administrative and personnel costs incurred for reviewing plans and for related compliance activities.~~ Fees are established by the fee schedule as adopted by the Rowan County Board of Commissioners.

(Amend. of 7-7-08)

Sec. 18-52. - Erosion and sedimentation control plans.

(a) *Plan submission.* An erosion and sedimentation control plan shall be prepared for all land-disturbing activities subject to this chapter whenever the proposed activity will disturb more than one (1) acre on a tract. Two (2) copies of the plan shall be filed with Rowan County, and a copy shall be simultaneously submitted to the Rowan Soil and Water Conservation District, at least thirty (30) days prior to commencement of the proposed activity. A copy of the plan shall be kept on file at the job site.

(b) *Required revisions.* After approving the plan, if Rowan County, either upon review of such plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, Rowan County shall require a revised plan. Pending the preparation of the revised plan, work shall cease or shall continue under conditions outlined by the appropriate authority. If, following commencement of a land-disturbing activity pursuant to an approved plan, Rowan County determines that the plan is inadequate to meet the requirements of this chapter, Rowan County may require such revisions as are necessary to comply with this chapter.

(c) *Retention of consultant.* Rowan County may elect to retain a consultant or professional services to review an erosion control plan and provide a determination(s) or recommendation(s) as to whether the plan complies with the standards of this chapter and applicable state and federal rules and regulations. Rowan County shall require any consultant(s) to disclose any potential conflicts of interest and to hold confidential any proprietary information supplied by the applicant.

(d) *Financial responsibility and ownership.* Erosion and sedimentation control plans ~~may~~ shall be disapproved unless accompanied by an authorized statement of financial responsibility and documentation of property ownership. This statement shall be signed by the Person financially responsible for the land-disturbing activity or his attorney in fact. The statement shall include the mailing and street addresses of the principal place of business of:

(1) The Person financially responsible;

(2) The owner of the land; and

(3) Any registered agents.

If the Person financially responsible is not a resident of North Carolina, a North Carolina agent must be designated in the statement for the purpose of receiving notice of compliance or noncompliance with the plan, the Act, this chapter or rules or orders adopted or issued pursuant to this chapter. Except as provided in Section 18-52(s) or in the case of constructing utility lines, if the applicant is not the owner of the land to be disturbed, the erosion and sedimentation control plan must include the owner's written consent for the applicant to submit an erosion and sedimentation control plan and to conduct the anticipated land-disturbing activity.

If the land-disturbing activity involves the construction of utility lines for the provision of water, sewer, gas, telecommunications, or electrical services, and the applicant is not the owner of the land, the draft erosion and sedimentation control plan may be submitted without the written consent of the owner of the land, so long as the owner of the property has been provided prior notice of the project.

(e) *Soil and water conservation district comments.* The district shall review the plan and submit any comments and recommendations to Rowan County within twenty (20) days after the district received the plan, or within any shorter period of time as may be agreed upon by the district and Rowan

County. Failure of the district to submit its comments and recommendations within twenty (20) days or within any agreed-upon shorter period of time shall not delay final action on the plan.

(f) *Timeline for decisions on plans.* Rowan County will review each complete plan submitted to it and within thirty (30) days of receipt thereof will notify the Person submitting the plan that it has been approved, approved with modifications, ~~approved with performance reservations~~ or disapproved. Failure to approve, approve with modifications or disapprove a complete erosion and sedimentation control plan within thirty (30) days of receipt shall be deemed approval. Rowan County will review each revised plan submitted to them and within fifteen (15) days of receipt thereof will notify the Person submitting the plan that it has been approved, approved with modifications, ~~approved with performance reservations,~~ or disapproved. Failure to approve, approve with modifications, or disapprove a revised plan within fifteen (15) days of receipt shall be deemed approval.

(g) *Environmental Policy Act document.* Any plan submitted for a land-disturbing activity for which an environmental document is required by the North Carolina Environmental Policy Act (G.S. 113A-1 et seq.) shall be deemed incomplete until a complete environmental document is available for review. Rowan County shall promptly notify the Person submitting the plan that the 30-day time limit for review of the plan pursuant to this chapter shall not begin until a complete environmental document is available for review.

(h) *Content.* The plan required by this section shall contain architectural ~~and~~ or engineering drawings, maps, assumptions, calculations and narrative statements as needed to adequately describe the proposed development of the tract and the measures planned to comply with the requirements of this chapter. Plan content may vary to meet the needs of specific site requirements. Detailed guidelines for plan preparation may be obtained from the Rowan County Planning Department on request.

(i) *Approval.* Rowan County shall only approve a plan upon determining that it complies with all applicable state and local regulations for erosion and sedimentation control. Approval assumes the applicant's compliance with the federal and state water quality laws, regulations and rules. Rowan County shall condition approval of plans upon the applicant's compliance with federal and state water quality laws, regulations and rules.

(j) *Resubmittal required.* If following the approval of an erosion and sedimentation control plan, land-disturbing activity does not commence for a period of ~~one (1)~~ two (2) years from approval date, a resubmittal of plan and fees will be required.

(k) *Disapproval for content.* Rowan County shall disapprove a plan or draft plan based on its content. Disapproval of a plan must specifically state in writing the reasons for disapproval.

(l) *Other disapprovals.* Rowan County may disapprove a plan or draft plans if implementation of the plan would result in a violation of the rules adopted by the Environmental Management Commission to protect riparian buffers along surface waters. An erosion control plan or transfer of a plan may be disapproved upon a finding that an applicant, or any parent, subsidiary, or other affiliate of the applicant:

(1) Is conducting or has conducted land-disturbing activity without an approved plan or has received notice of violation of a plan previously approved by the commission or a local government pursuant to the Act and has not complied with the notice within the time specified in the notice;

(2) Has failed to pay a civil penalty assessed pursuant to the Act or a local ordinance adopted pursuant to the Act by the time the payment is due;

(3) Has been convicted of a misdemeanor pursuant to G.S. 113A-64(b) or any criminal provision of a local ordinance adopted pursuant to the Act;

(4) Has failed to substantially comply with state rules or local ordinances and regulations adopted pursuant to the Act; or

(5) Has failed to obtain the necessary zoning or subdivision approvals from the county, NCDOT or municipality having jurisdiction.

For purposes of this subsection, an applicant's record may be considered for only the two (2) years prior to the application date.

In the event that a plan is disapproved pursuant to this subsection, the Rowan County Planning Department shall notify the director of such disapproval within ten (10) days. The Rowan County Planning Department shall advise the applicant and the director in writing as to the specific reasons that the plan was disapproved.

(m) *Notice of activity initiation.* No Person may initiate a land-disturbing activity before notifying the agency that issued the plan approval of the date that land-disturbing activity will begin.

(n) *Preconstruction conference.* When deemed necessary by the approving authority, a preconstruction conference may be required and noted on the approved plan.

(o) *Display of plan approval.* A plan approval issued under this article shall be prominently displayed until all construction is complete, all temporary measures have been removed, all permanent sedimentation and erosion control measures are installed and the site has been stabilized. A copy of the approved plan shall be kept on file at the job site.

(p) *Amendment to a plan.* Applications for amendment of an erosion and sedimentation control plan in written and/or graphic form may be made at any time under the same conditions as the original application. Until such time as the amendment is approved by Rowan County, the land-disturbing activity shall not proceed except in accordance with the erosion and sedimentation control plan as originally approved.

(q) *Failure to file a plan.* Any Person engaged in land-disturbing activity who fails to file a plan in accordance with this chapter or who conducts a land-disturbing activity except in accordance with provisions of an approved plan shall be deemed in violation of this chapter.

(r) *Self-Inspections.* The landowner, the financially responsible party, or the landowner's or the financially responsible party's agent shall perform an inspection of the area covered by the plan after each phase of the plan has been completed and after establishment of temporary ground cover in accordance with G.S. 113A-57(2). In addition, weekly and rain-event self-inspections are required by federal regulations, that are implemented through the NPDES Construction General Permit No. NCG010000. The Person who performs the inspection shall maintain and make available a record of the inspection at the site of the land-disturbing activity. The record shall set out any significant deviation from the approved erosion control plan, identify any measures that may be required to correct the deviation, and document the completion of those measures. The record shall be maintained until permanent ground cover has been established as required by the approved erosion and sedimentation control plan. The inspections required by this subsection shall be in addition to inspections required by G.S. 113A-61.1.

Except as may be required under federal law, rule, or regulation, no periodic self-inspections or rain gauge installation is required on individual residential lots where less than one acre is being disturbed on each lot.

(s) *Transfer of Plans.* Rowan County may transfer an erosion and sedimentation control plan approved pursuant to this section without the consent of the plan holder to a successor-owner of the property on which the permitted activity is occurring or will occur as provided in this subsection.

(1) Rowan County may transfer a plan if all the following conditions are met:

(i) The successor-owner of the property submits a written request to transfer the plan and an authorized statement of financial responsibility and documentation of property ownership.

(ii) Rowan County finds all of the following:

a. The plan holder is one of the following:

1. A natural person who is deceased.

2. A partnership, limited liability corporation, corporation, or any other business association that has been dissolved.

3. A Person who has been lawfully and finally divested of title to the property on which the permitted activity is occurring or will occur.

4. A Person who has sold the property on which the permitted activity is occurring or will occur.

b. The successor-owner holds title to the property on which the permitted activity is occurring or will occur.

c. The successor-owner is the sole claimant of the right to engage in the permitted activity.

d. There will be no substantial change in the permitted activity.

(2) The plan holder shall comply with all terms and conditions of the plan until such time as the plan is transferred.

(3) The successor-owner shall comply with all terms and conditions of the plan once the plan has been transferred.

(4) Notwithstanding changes to the law made after the original issuance of the plan, Rowan County may not impose new or different terms and conditions on the plan without the prior express consent of the successor-owner. Nothing in this subsection shall prevent Rowan County from requiring a revised plan pursuant to G.S. 113A-54.1(b).

(Amend. of 7-7-08)

State Law reference— Similar provisions, G.S. 113A-61.

Sec. 18-53. - Inspections and investigations.

(a) *Inspection.* Agents, officials or other qualified Persons authorized by Rowan County will periodically inspect the sites of land-disturbing activity to ensure compliance with the Act, this chapter or rules or orders adopted or issued pursuant to this chapter and to determine whether the activity is being conducted in accordance with an approved plan and whether the measures required in the plan are effective in controlling erosion and sedimentation resulting from land-disturbing activity. Notice of the right to inspect shall be included in the certificate of approval of each plan.

(b) *Notice of violation.* If Rowan County determines that a Person engaged in land-disturbing activity has failed to comply with the Act, this chapter or rules or orders adopted or issued pursuant to this chapter, a notice of violation shall be served upon that Person. The notice may be served by any means authorized under G.S. 1A-1, Rule 4. The notice shall specify a date by which the Person must comply with the Act, or this chapter, or rules or orders adopted pursuant to this chapter, and inform the Person of the actions that need to be taken to comply with the Act, this chapter, or rules or orders adopted pursuant to this chapter. Any Person who fails to comply within the time specified is subject to additional civil and criminal penalties for a continuing violation as provided in G.S. 113A-64 and this chapter. If the Person engaged in the land-disturbing activity has not received a previous notice of violation under this section, Rowan County shall offer assistance in developing corrective measures. Assistance may be provided by referral to a technical assistance program on behalf of the Approving Authority, referral to a cooperative extension program, or by the provision of written materials such as Department guidance documents. The notice of violation may be served in the manner prescribed for service of process by G.S. 1A-1, Rule 4, and shall include information on how to obtain assistance in developing corrective measures.

(c) *Investigation.* Rowan County shall have the power to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this chapter and, who presents appropriate credentials for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting the sites of any land-disturbing activity.

(d) *Willful resistance, delay or obstruction.* No Person shall willfully resist, delay or obstruct an authorized representative, employee or agent of Rowan County while that Person is inspecting or attempting to inspect a land-disturbing activity under this section.

(e) *Statements and reports.* Rowan County shall also have the power to require written statements, or filing of reports under oath, with respect to pertinent questions relating to land-disturbing activity.

(Amend. of 7-7-08)

Sec. 18-54—18-70. - Reserved.

ARTICLE IV. - PLAN APPEALS

Sec. 18-71. - Procedure.

(a) Except as provided in subsection (b) of this section, the appeal of a disapproval or approval with modifications of a plan shall be governed by the following provisions:

(1) The disapproval or modification of any proposed erosion and sedimentation control plan by Rowan County shall entitle the Person submitting the plan to a hearing if such Person submits written demand for a hearing within fifteen (15) days after receipt of written notice of disapproval or modifications.

(2) Hearings held pursuant to this section shall be conducted by the Rowan County Board of Adjustment within thirty (30) days after the date of the appeal or request for a hearing.

~~(3) The board of adjustment shall make recommendations to Rowan County Board of Commissioners within ten (10) days after the date of the hearing on any plan.~~

(3)~~(4)~~ The board of ~~commissioners~~ adjustment will render its final decision on any plan within sixty (60) days ~~of receipt~~ of the ~~recommendations from the board of adjustment~~ hearing.

(4)~~(5)~~ If ~~Rowan County~~ the board of adjustments upholds the disapproval or modification of a proposed erosion and sedimentation control plan following the hearing, the Person submitting the plan shall then be entitled to appeal ~~Rowan County's~~ the decision to the North Carolina Sedimentation Control Commission as provided in G.S. 113A-61(c) and 15A NCAC 4B.0018(d).

(b)~~(6)~~ In the event that a plan is disapproved pursuant to subsection 18-52~~(k)~~(l) of this chapter, the applicant may appeal Rowan County's disapproval of the plan directly to the Commission~~s~~.

(Amend. of 7-7-08)

State Law reference— Similar provisions, G.S. 113A-61(c).

Sec. 18-72—18-90. - Reserved.

ARTICLE V. - VIOLATIONS AND PENALTIES

Sec. 18-91. - Penalties.

(a) *Civil penalties.*

(1) *Civil Penalty for a violation.* Any Person who violates any of the provisions of this chapter or rule or order adopted or issued pursuant to this chapter, or who initiates or continues a land-disturbing activity for which an erosion and sedimentation control plan is required except in accordance with the terms, conditions and provisions of an approved plan, is subject to a maximum civil penalty assessment of five thousand dollars ($5,000.00) per violation. A civil penalty may be assessed from the date of the violation. Each day of a continuing violation shall constitute a separate violation. When the Person has not been assessed any civil penalty under this subsection for any previous violation, and that Person abated continuing environmental damage resulting from the violation within one hundred and eighty (180) days from the date of the notice of violation, the maximum cumulative total civil penalty assessed under this subsection for all violations associated with the land-disturbing activity for which the erosion and sediment control plan is required is twenty-five thousand dollars ($25,000).

(2) *Civil penalty assessment factors.* Personnel of the Rowan County Planning and Development Department shall determine the amount of the civil penalty based on the following factors:

(a) The degree and extent of harm caused by the violation,

(b) The cost of rectifying the damage,

(c) The amount of money the violator saved by noncompliance,

(d) Whether the violation was committed willfully; and

(e) The prior record of the violator in complying or failing to comply with this chapter.

(3) *Notice of civil penalty assessment.* Rowan County shall provide written notice of the civil penalty amount and basis for assessment to the Person assessed. The notice shall be served by any means authorized under G.S. 1A-1, Rule 4 and shall direct the violator to either pay the assessment, ~~or~~ contest the assessment~~,~~ within thirty (30) days after receipt of the notice~~,~~ by written petition for a hearing submitted to Rowan County within said 30-day period, or file a request with Rowan County for remission of the assessment within thirty (30) days of receipt of the notice of assessment. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the North Carolina General Statutes and a stipulation of the facts on which the assessment was based.

~~(4) *Assessment hearing.* The board of adjustment shall conduct a hearing on a civil penalty within forty-five (45) days after written demand for the hearing. The board of adjustment shall make its recommendations to the board of commissioners within thirty (30) days after the date of the hearing.~~

4(~~5~~) *Final decision.* The board of ~~commissioners~~ adjustment shall conduct a hearing within thirty (30) days after written demand for the hearing and render ~~its~~ the final decision concerning the contested civil penalty assessment(s) within sixty (60) days of the hearing ~~receiving the official record from the board of adjustment in accordance with the Rowan County Soil Erosion and Sedimentation Control Ordinance~~.

5(~~6~~) *Appeal of final decision.* An appeal of the final decision rendered by the board of ~~commissioners~~ adjustment shall be to the Superior Court of ~~the~~ Rowan County~~, where the violation occurred, or the location of the violator's residence or principal place of business.~~ Such appeals must be made within thirty (30) days of the final written decision filed with the clerk to the Board of Adjustment.

(6) *Remission of Civil Penalties. A request for remission of a civil penalty imposed under G.S. 113A-64 may be filed with the Rowan County within thirty (30) days of receipt of the notice of assessment. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the General Statutes and a stipulation of the facts on which the assessment was based. The following factors shall be considered in determining whether a civil penalty remission request will be approved:*

(i) Whether one or more of the civil penalty assessment factors in G.S. 113A-64(a)(3) were wrongly applied to the detriment of the petitioner.

(ii) Whether the petitioner promptly abated continuing environmental damage resulting from the violation.

(iii) Whether the violation was inadvertent or a result of an accident.

(iv) Whether the petitioner had been assessed civil penalties for any previous violations.

(v) Whether payment of the civil penalty will prevent payment for necessary remedial actions or would otherwise create a significant financial hardship.

(vi) The assessed property tax valuation of the petitioner's property upon which the violation occurred, excluding the value of the structures located on the property.

(7) *Collection.* If payment is not received within thirty (30) days after it is due, Rowan County may institute a civil action to recover the amount of the assessment. The civil action may be brought in the Superior Court of ~~the~~ Rowan County ~~where the violation occurred, or the violator's residence or principal place of business is located~~. Such civil actions must be filed within three (3) years of the date the assessment was due. An assessment that is not contested and a remission that is not requested is due when the violator is served with a notice of assessment. An assessment that is contested or a remission that is requested is due at the conclusion of the administrative and judicial review of the assessment.

(8) *Credit of civil penalties.* Civil penalties collected pursuant to this chapter shall be credited to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. Penalties collected by Rowan County may be diminished only by the actual costs of collection. The collection cost percentage to be used shall be established and approved by the North Carolina Office of State Budget and Management on an annual basis, based upon the computation of actual collection costs by Rowan County for the prior fiscal year. The cost percentage shall not exceed 20% of penalties collected.

(b) *Criminal penalties.* Any Person who knowingly or willfully violates any provision of this chapter, or rule or order adopted or issued pursuant to this ordinance, or who knowingly or willfully initiates or continues a land-disturbing activity for which an erosion and sedimentation control plan is required except in accordance with the terms, conditions and provisions of an approved plan shall be guilty of a Class 2 misdemeanor punishable by a fine not to exceed five thousand dollars ($5,000.00) as provided in G.S. § 113A-64.

(Amend. of 7-7-08)

State Law reference— Similar provisions, G.S. 113A-64.

Sec. 18-92. - Injunctive relief.

(a) *Violation of local program.* Whenever Rowan County has reasonable cause to believe that any Person is violating or threatening to violate any ordinance or any rule or order adopted or issued by Rowan County or any term, condition or provision of any approved erosion control plan, it may, either before or after the institution of any other action or proceeding authorized by this chapter, institute a civil action in the name of Rowan County for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county in which the violation is occurring or is threatened.

(b) *Abatement of violation.* Upon determination by a court that an alleged violation is occurring or is threatened, it shall enter such orders or judgments as are necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to such proceedings from any civil or criminal penalty prescribed for violations of this chapter.

(Amend. of 7-7-08)

Sec. 18-93. - Restoration of areas affected by failure to comply.

Rowan County may require a Person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57(3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this chapter.

(Amend. of 7-7-08)

Sec. 18-94. - Severability.

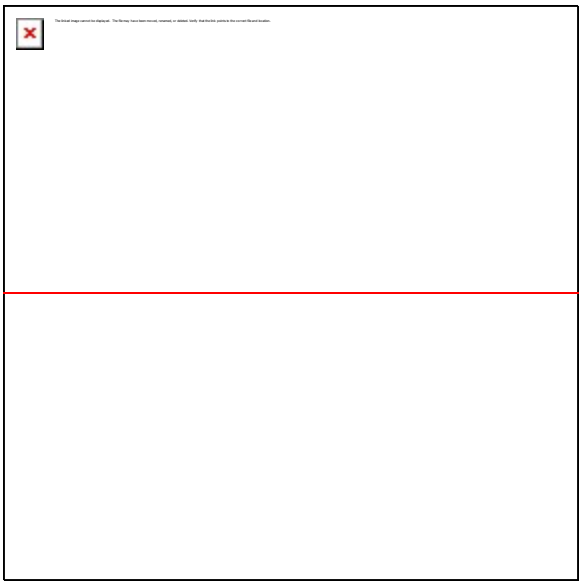
If any section or sections of this chapter is/are held to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

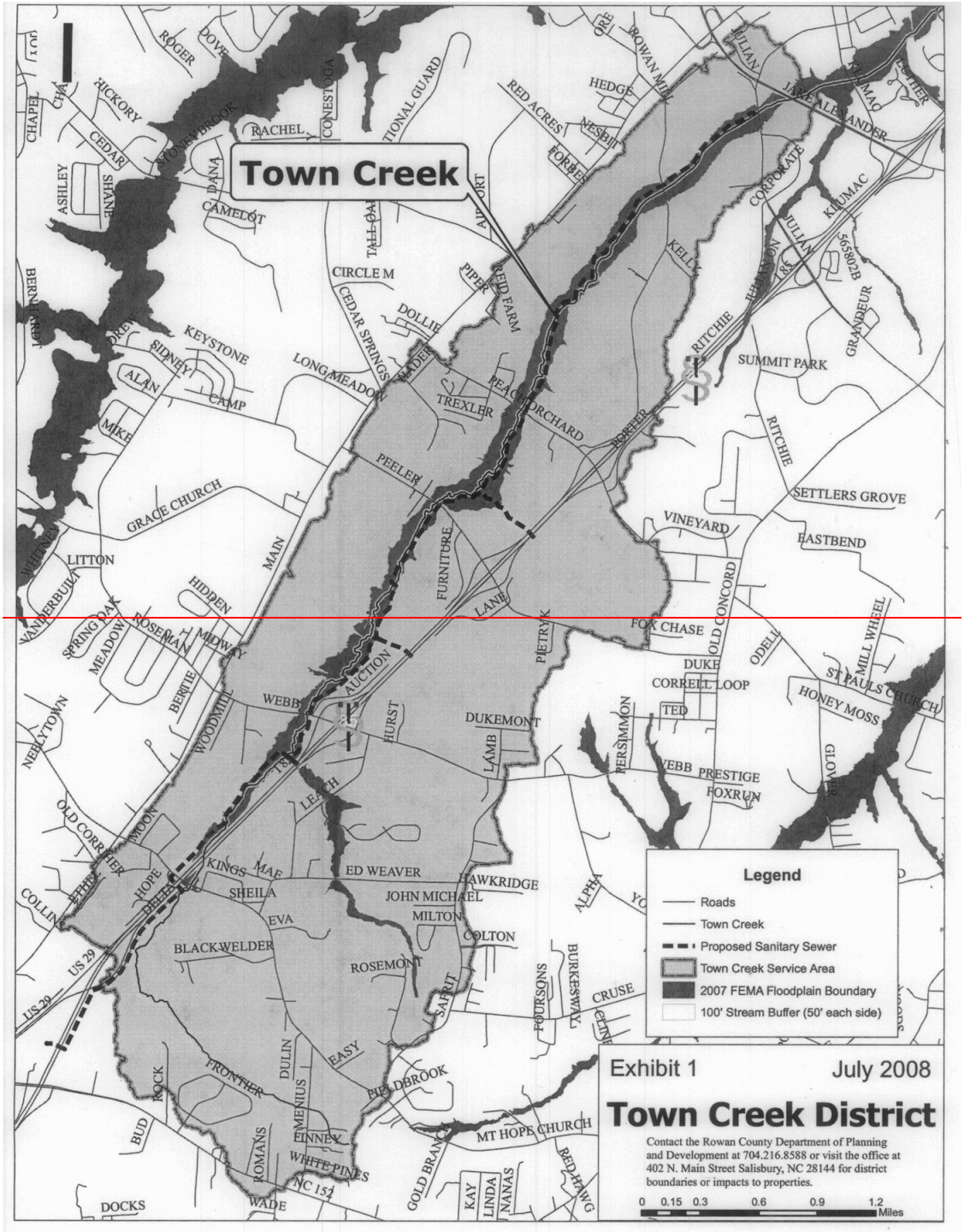
(Amend. of 7-7-08)

Sec. 18-95. - Effective date.

This chapter becomes effective on xx,xx ~~July 7, 2008~~ 2023.

(Amend. of 7-7-08)





~~(Amend. of 7-7-08)~~

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Shane Stewart, Assistant Planning and Development Director
DATE: 10/2/2023
SUBJECT: Legislative Hearing for Z 07-23: Steven Graham

Steven Graham is requesting the rezoning of his approximate 2.12 acre parcel identified as Parcel ID 454-004 located at 775 Barringer Road from Rural Agricultural (RA) to Commercial, Business, Industrial (CBI).

ATTACHMENTS:
1. Report
2. GIS Map
3. Application

DEPARTMENT OF PLANNING & DEVELOPMENT
SEPTEMBER 21, 2023
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 07-23: STEVEN GRAHAM

Request: Rezone apx. 2.12 acre parcel from RA to CBI

Parcel ID: 454-004

Location: 775 Barringer Rd.

Lot size: Apx. 2.12 acres

Owner / Applicant: Steven and Diane Graham

Watershed: WSIV PA

PH II Stormwater: Yes

Floodplain: None

Existing Improvements: None

REQUEST

Steven Graham is requesting the rezoning of his approximate 2.12 acre parcel identified as Parcel ID 454-004 located at 775 Barringer Road from Rural Agricultural (RA) to Commercial, Business, Industrial (CBI). According to county records, Graham purchased the subject property on October 23, 2009, which contained one (1) single family dwelling and associated storage buildings, which have recently been removed.

ZONING DISTRICT DESCRIPTIONS

Rural Agricultural (RA). This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential 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 non-residential 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 non-residential uses. The most intensive land uses would not be allowed in this district.

Commercial, Business, Industrial (CBI). This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

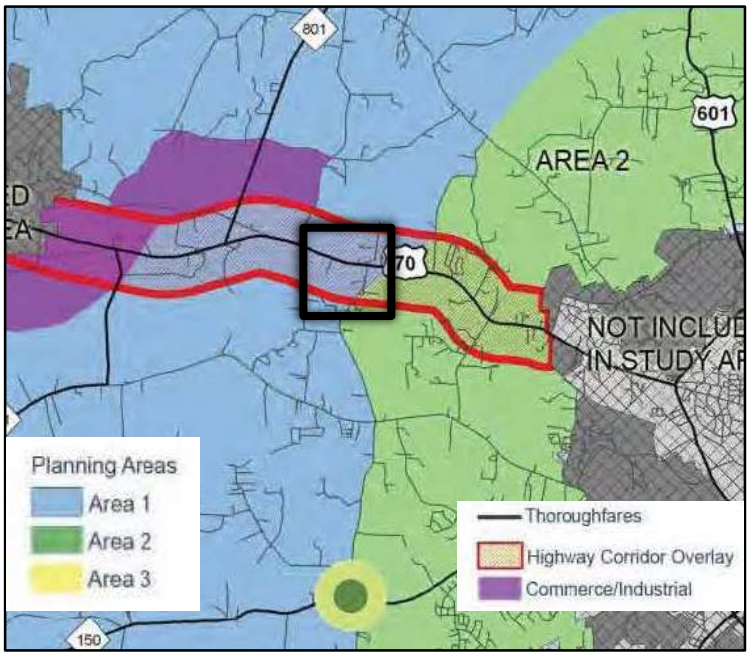
CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

This request is not located along a numbered highway – typical for CBI designation but does join a CBI district across the street by a common width of 318 feet. This district, which spans along Statesville Blvd. from North Second Creek on the west to the Salisbury Extra Territorial Jurisdiction (ETJ) at Enon Church Road on the east, generally following the Norfolk Southern Railroad to a varying distance of approximately ½ mile on the north side totaling 1,523 acres. Salisbury-Rowan Utilities (SRU) maintains a 12-inch public water line on the west side of Barringer Road, which extends from Statesville Blvd. to properties along Lowder, Richard, and other roads to the west.

CONFORMITY WITH ADOPTED PLANS / POLICIES

West Area Land Use Plan

- Located in Area 2, which encourages medium density residential development.
- Located 589 feet south of the Highway Corridor Overlay
- Neighborhood Business (NB) district is generally appropriate on major / minor thoroughfares other than NC / US highways.



COMPATIBILITY OF USES

MAJOR GROUP	INDUSTRY GROUP	RA	CBI
Residential		Most Permitted	Most Permitted
Construction		Most Permitted with SR	Most Permitted
Mining		Not Permitted	Not Permitted
Manufacturing		Most Permitted with SR	Most Permitted by right or SUP
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Some Permitted with SR	Most Permitted
Wholesale Trade		Most Permitted with SR	Most Permitted
Retail Trade		Most Permitted with SR	Most Permitted
Finance, Ins., & Real Est.		Most Permitted with SR	Most Permitted
Services		Some Permitted with SR	Most Permitted
	Misc. Amusement & Rec.	Few Permitted with SUP	Most Permitted
Public Admin.		Few Permitted	Not Permitted

Generalized Groupings for Permitted SIC Categories:
Most: 100-66% Some: 66-33% Few: 33-0% Not Permitted: 0%

Source: Section 21-113 Table of Uses

CONDITIONS IN THE VICINITY

North

- Graham's Piping (general contractor business) located at 720 Barringer Road.
  - 4.33 acre CBI zoned tract.
  - Tax Assessor records indicate the business was established in 1979.
  - GIS indicates approximately 11,000 sf under roof with an operational footprint of approximately 2.1 acres.
- Buccaneer Lounge (bar) at 440 Barringer Road.
- Old Farm West established in 1979 consisting of 27 residential lots.
- RC Garage and Salvage at 420 Barringer Road located north and south of the Norfolk Southern Railroad.
- West Rowan Middle School at 5925 Statesville Blvd.

South

- Residences located along Barringer Rd. and Cranfield Ln.
- Graham Manufactured Home Park containing 19 spaces.
- Capullo Ranch (agricultural property with event center) located at 1025 Barringer Road

East

- Old Farm West and large wooded acreage

West

- Residential uses along Barringer and Farm House Rds.
- Large acreage tracts

POTENTIAL IMPACT ON ROADS

Barringer Rd. (SR 1728) –

- Classified as a Major Thoroughfare by the Cabarrus Rowan Metropolitan Planning Organization Thoroughfare Plan with a 14,600 vehicle trip capacity.
- Road has a 55 mph speed limit and approximate pavement width of 22 foot.
- The most recent traffic count from the North Carolina Department of Transportation in 2021 indicate a 2,300 average annual daily traffic (AADT) count taken at West Middle School. A historic high was registered in 2005 with 3,500 AADT.

Cranfield Ln. (private) –

- Twenty (20) foot private graveled easement extending along the north and east side of the property serving four (4) lots and two (2) residences.

POTENTIAL IMPACT ON SCHOOLS

N/A. Both RA and CBI permit residential uses at the same density.

POTENTIAL IMPACT ON UTILITIES

Property has the option of connecting to public water located on the west side of Barringer Rd. This property is located within a North Carolina Department of Environmental Quality Phase II stormwater area, which require compliance with on-site stormwater detension based on development size. Since this property is located in a WSIV PA, this provision would only apply if one (1) or more acres of land are disturbed. Similarly, the 36% built upon limitation of the watershed standards (assuming no curb and gutter) only apply to a project that exceed one (1) or more acres of disburbed land.

DECISION MAKING

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

PROCEDURES

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

PUBLIC NOTICE

September 19th – Letters mailed to eight (8) area property owners.



August 17th (Continuous posting) – Sign posted on property.

September 21st & 28th – Notice in *Salisbury Post*.

AUGUST 28TH PLANNING BOARD MEETING

No citizen comments were given at the meeting. Planning staff did not receive any calls or emails from concerned citizens regarding the request. The Planning Board voted unanimously (8-0) to approve the request based on the following statement:

"Z 07-23 is consistent with the West Rowan Land Use Plan and reasonable / appropriate based on the following:

1) **While not adjacent to, it is close to a major thoroughfare, as well as commercial railway.**

2) **It is directly across from another existing CBI district.**

3) **It is served by public water and sewer [Planning Staff Comment: No public sewer available].**

4) **It supports an existing Rowan County business and creates an opportunity for growth in tax base."**

STAFF COMMENTS Staff discussed both the option of a conditional district (voluntary option) and general rezoning with the owner's representatives. Based on some the required plan commitments of plan detail, the owner elected to submit a general rezoning. While properties on the north side of the railroad track have not experienced non-residential development projects, the area is zoned to allow a wide variety of uses that could be approved administratively. The approximate 13-acre portion of CBI zoning south of the railroad line is currently comprised of Graham's Piping and part of the RC salvage yard, both of which pre-dated countywide zoning in 1998, would be joined by a common zoning district boundary of 318 feet.

Z 07-23: Steven Graham

Legend

Zoning: RA, MHP, CBI, IND

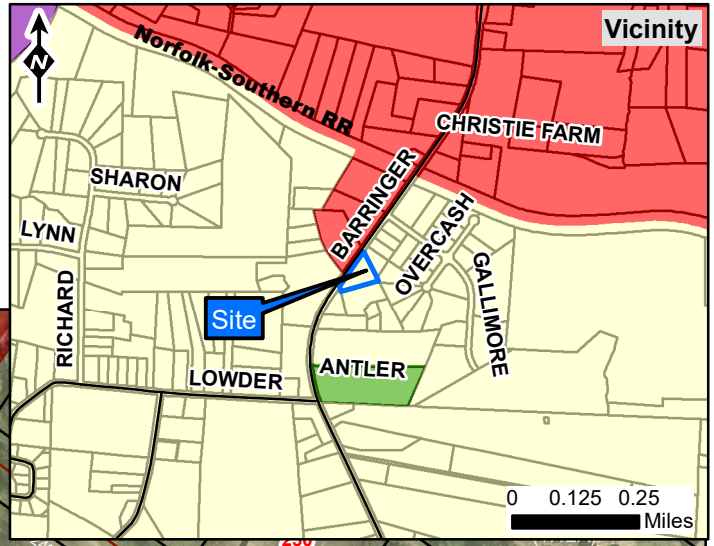
Parcel ID 454-004

Parcels

Roads

350 Address

Feb / Mar 22 Aerials



Site

Gallimore

Overcash

Cranfield

Barringer

Farm House

PARCEL 1

PARCEL 2

0 100 200 Feet

Prepared by: Rowan County Planning & Development. 8/17/23

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

Case # Z 07-23
Date Filed 8/3/23
Received By SAS
Amount Paid $500 via cc

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Steven E Graham

Signature: Steven E Graham

Phone: 704-637-0416 Email: sgraham@grahampiping.com

Address: 2240 Barringer Road, Salisbury NC 28147

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

Name: Same as above

Signature: _____

Phone: _____ Email: _____

Address: _____

PROPERTY DETAILS:

Tax Parcel(s): 454-004 Size (sq.ft. or acres): 2.12

Property Location: 775 Barringer Road, Salisbury NC 28147

Current Land Use: private

Date Acquired: 10/23/2009 Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI

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

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

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

STATE OF _____ **COUNTY OF** _____

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

My commission expires_____, 20 _____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 8 / 28 / 23 3. Notifications Mailed: 8 / 16 / 23 4. Property Posted: 8 / 17 / 23 5. Planning Board Action: Approved 8 Denied 0 6. Board of Commissioners Public Hearing: 10 / 2 / 23 7. Notifications Mailed: 9 / 19 / 23 8. Property Posted: 8 / 17 / 23 9. Dates Advertised: 1st 9 / 21 / 23 2nd 9 / 21 / 23 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Scott Shelton, Rowan EDC Vice President
DATE: 10/2/2023
SUBJECT: Public Hearing & Summary Presentation - Beacon land purchase offer

---

Beacon Partners, a Charlotte-based development firm, has submitted an offer to purchase 19.85 acres of County-owned land within the Summit Corporate Center.

The company is offering $485,000 ($24,433 per acre) for the 19.85 acres.

If acquired, the company's intention is to construct an approximately 80,000 square foot industrial facility on the property. Beacon would then lease the new building to an existing Rowan County employer who plans to expand and create an additional 170 full-time jobs.

Beacon plans to invest approximately $17 million into this new facility, which would be completed by the end of 2024. There will also be an additional $4 million of investment in new equipment by the tenant of the facility.

Approve land purchase offer from Beacon Partners

ATTACHMENTS:
1. Beacon - County executive summary

September 21, 2023

ROWANEDC

PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC IMPACT SUMMARY

SUMMARY OF PROPOSED LAND SALE TO BEACON PARTNERS

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

September 21, 2023

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

Re: Summary of Proposed Land Sale to Beacon Partners

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Council, please allow me to present to you this summary of the proposed land sale to Beacon Partners.

We are optimistic that, with your support, this sale will result in the creation of new employment and an expansion of the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project and is designed to provide you with the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have spent substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens.

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

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

Sincerely,

Scott Shelton

Scott Shelton
Vice President

Contents

1. **Project Description**
2. **Regulatory Approval Process**
3. **Requested Assistance**
4. **County Revenue Projections**
5. **Closing**
6. **Property Description**

1. Project Description

About The Company

Founded in 1989, Beacon Partners (Beacon) is a Charlotte-based commercial real estate firm that develops, acquires and provides related property and investment services for industrial, office and mixed-use developments.

Though Beacon is active throughout the Carolinas, the company maintains a strong focus on the Charlotte and Raleigh-Durham markets. Beacon currently owns and/or manages over 17.5 million square feet of quality investment property.

The Proposed Project

Beacon has submitted an offer to purchase 19.85 acres of County-owned land within the Summit Corporate Center.

These 19.85 acres would be subdivided off from a 33.25-acre property which is currently identified as Tax Parcel 402C003, reducing its total size to 13.4 acres.

The company is offering $485,000 ($24,433 per acre) for the 19.85 acres. Rowan County tax records currently estimate the total value of the entire 33.25-acre parcel to be $1,310,736 ($39,421 per acre).



If acquired, the company's intention is to construct an approximately 80,000 square foot industrial facility on the property. Beacon would then lease the new building to an existing Rowan County employer who plans to expand and create an additional 170 full-time jobs.

Beacon plans to invest approximately $17 million into this new facility, which would be completed by the end of 2024. There will also be an additional $4 million of investment in new equipment by the tenant of the facility.

2. Regulatory Approval Process

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

3. Requested Assistance

Normally, requests to purchase County-owned property are subject to the upset bid process. Based on the potential impact of this project, the Rowan EDC requests that the Board of Commissioners consider conveyance of this property for economic development purposes utilizing North Carolina General Statute 158-7.1(d) which eliminates the upset bid process requirement and allows for private negotiation.

4. County Revenue Projections

Representatives from Beacon estimate that, once the property is acquired, the facility should be completed by the end of 2024.

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

- The County tax rate is fixed at the current rate of $0.58
- Total taxable investment in real property is $17 million
- Total taxable investment in personal property by the tenant is $4 million

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

When incorporating the above framework, it is projected that the County will collect $1,153,040 in total property tax revenue over a ten-year period.

10-yr real property tax revenue projection (Years 1-5)

Calendar Year	2024	2025	2026	2027	2028
Fiscal Year	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
Real Property Investment	$17,000,000	$17,000,000	$17,000,000	$17,000,000	$17,000,000
Real Property Tax Rate (effective 7/1/23)	*0.58%*	*0.58%*	*0.58%*	*0.58%*	*0.58%*
Real Property Taxes	$98,600	$98,600	$98,600	$98,600	$98,600
Incentive Grant Rate	*45%*	*45%*	*45%*	*45%*	*45%*
Incentive Grant	$44,370	$44,370	$44,370	$44,370	$44,370
Net County Revenue	$54,230	$54,230	$54,230	$54,230	$54,230
Personal Property - Machinery & Equipment	$4,000,000	$3,680,000	$3,680,000	$3,560,000	$3,240,000
Personal Property Tax Rate (effective 7/1/23)	*0.58%*	*0.58%*	*0.58%*	*0.58%*	*0.58%*
Personal Property Taxes*	$23,200	$21,344	$21,344	$20,648	$18,792
Incentive Grant Rate	*45%*	*45%*	*45%*	*45%*	*45%*
Incentive Grant	$10,440	$9,605	$9,605	$9,292	$8,456
Net County Revenue	$12,760	$11,739	$11,739	$11,356	$10,336
Total Property Taxes (Real & Personal)	$121,800	$119,944	$119,944	$119,248	$117,392
Total Incentive Grant (Real & Personal)	**$54,810**	**$53,975**	**$53,975**	**$53,662**	**$52,826**
Total Net County Revenue (Real & Personal)	**$66,990**	**$65,969**	**$65,969**	**$65,586**	**$64,566**

10-yr real property tax revenue projection (Years 6-10 and Total)

Calendar Year	2029	2030	2031	2032	2033	Summary
Fiscal Year	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	
Real Property Investment	$17,000,000	$17,000,000	$17,000,000	$17,000,000	$17,000,000	
Real Property Tax Rate (effective 7/1/23)	*0.58%*	*0.58%*	*0.58%*	*0.58%*	*0.58%*	
Real Property Taxes	$98,600	$98,600	$98,600	$98,600	$98,600	**$986,000**
Incentive Grant Rate	*0%*	*0%*	*0%*	*0%*	*0%*	
Incentive Grant	$0	$0	$0	$0	$0	**$221,850**
Net County Revenue	$98,600	$98,600	$98,600	$98,600	$98,600	**$764,150**
Personal Property - Machinery & Equipment	$2,880,000	$2,560,000	$2,160,000	$1,720,000	$1,320,000	
Personal Property Tax Rate (effective 7/1/23)	*0.58%*	*0.58%*	*0.58%*	*0.58%*	*0.58%*	
Personal Property Taxes*	$16,704	$14,848	$12,528	$9,976	$7,656	**$167,040**
Incentive Grant Rate	*0%*	*0%*	*0%*	*0%*	*0%*	
Incentive Grant	$0	$0	$0	$0	$0	**$47,398**
Net County Revenue	$16,704	$14,848	$12,528	$9,976	$7,656	**$119,642**
Total Property Taxes (Real & Personal)	$115,304	$113,448	$111,128	$108,576	$106,256	**$1,153,040**
Total Incentive Grant (Real & Personal)	**$0**	**$0**	**$0**	**$0**	**$0**	**$269,248**
Total Net County Revenue (Real & Personal)	**$115,304**	**$113,448**	**$111,128**	**$108,576**	**$106,256**	**$883,792**

5. Closing

This project appears to have a lengthy list of benefits and no apparent liabilities. This site in Summit Corporate Center currently generates no tax revenue for the County. A purchase of this site by Beacon would generate $485,000 in immediate revenue for the County.

Beacon would then invest $17 million into the construction of a new industrial facility on the site which will generate approximately $98,600 in real property tax revenue for the County each year. Beacon intends to lease the building to an existing Rowan County employer whose expansion plans would create 170 new jobs, as well as add equipment that will generate additional personal property tax revenue for the County.

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

6. Property Description

EXHIBIT A

For the purposes of this Agreement, the property of Rowan County, located at 0 Summit Park Drive, Salisbury, NC 28146 shall further be described as follows:

Rowan County

Parcel ID	*Size*	*Address*
402C003	33.2	0 Summit Park Drive

Total Acreage 33.2

Rowan County GIS



Parcel Information (Based on Most Recent Tax Information Available)

Parcel ID: 478 265
ROWAN COUNTY
130 WEST INNES ST.
SALISBURY, NC 28146-4375

Property Address:
0 Summit Park Drive
Legal Description:
33.2 AC
Acreage: 33.2 acres
Deed Book: 231 **Pg:** 7
Deed Year: 1997

Date Sold:	1/4/1997
Sale Inst.:	
Sale Amt.:	$0
Land FMV:	$1,310,736
Land LUV:	$0
Imp FMV:	$0
Total Market Value:	$1,310,736

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

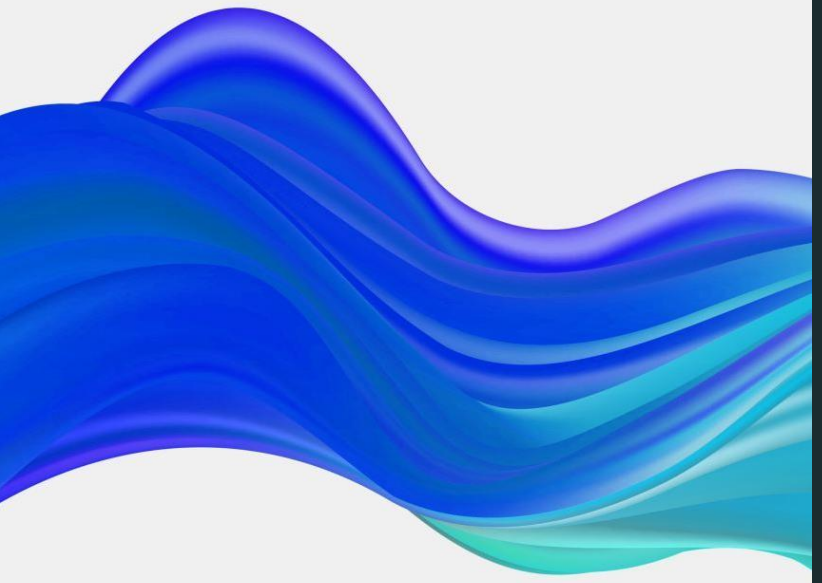
130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

FROM: Randy Cress, Assistant County Manager/Chief Information Officer, Ann Kitalong-Will, Grants Administration and Governmental Relations
DATE: 10/2/2023
SUBJECT: Update on Broadband Funding Opportunities

This update will provide the status of existing broadband expansion efforts related to Rowan County, new funding opportunities available, and any known County match requirements. This will cover RDOF, GREAT Grant, CAB (Completing broadband access), and the new BEAD funding. Information will also be shared on best practices learned from the State Broadband Infrastructure Office on how citizens can engage with reporting of broadband access they currently have available.

Provide guidance and direction on any efforts the County Manager and staff should make to pursue available funding.

ATTACHMENTS:
1. Broadband Update



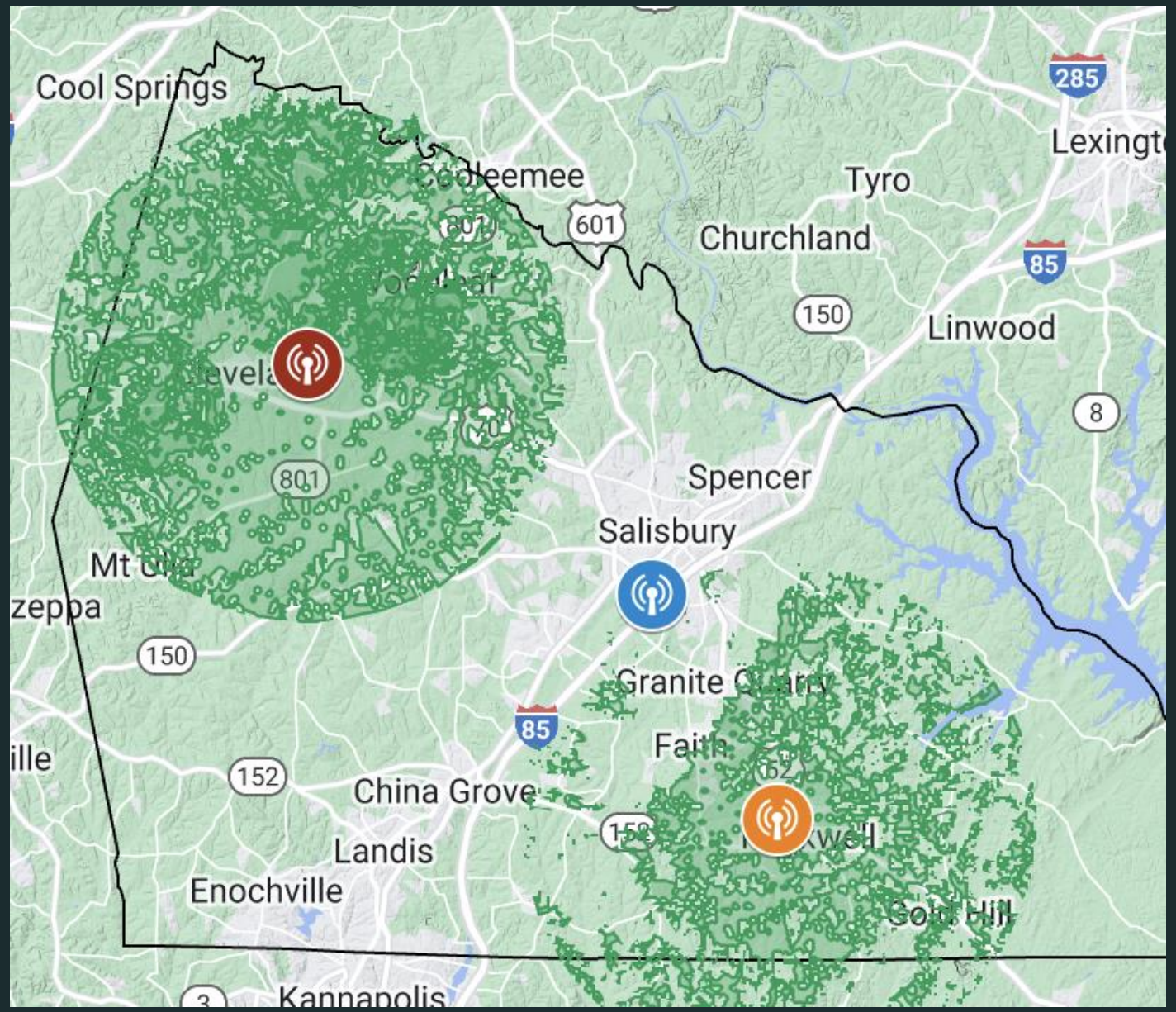
BROADBAND OPPORTUNITIES UPDATE

Randy J. Cress

October 2, 2023

BROADBAND OVERVIEW

- Looking Back..
  - What has been done
- Current View
  - What is in progress
- What's Next?
  - Opportunities and Challenges



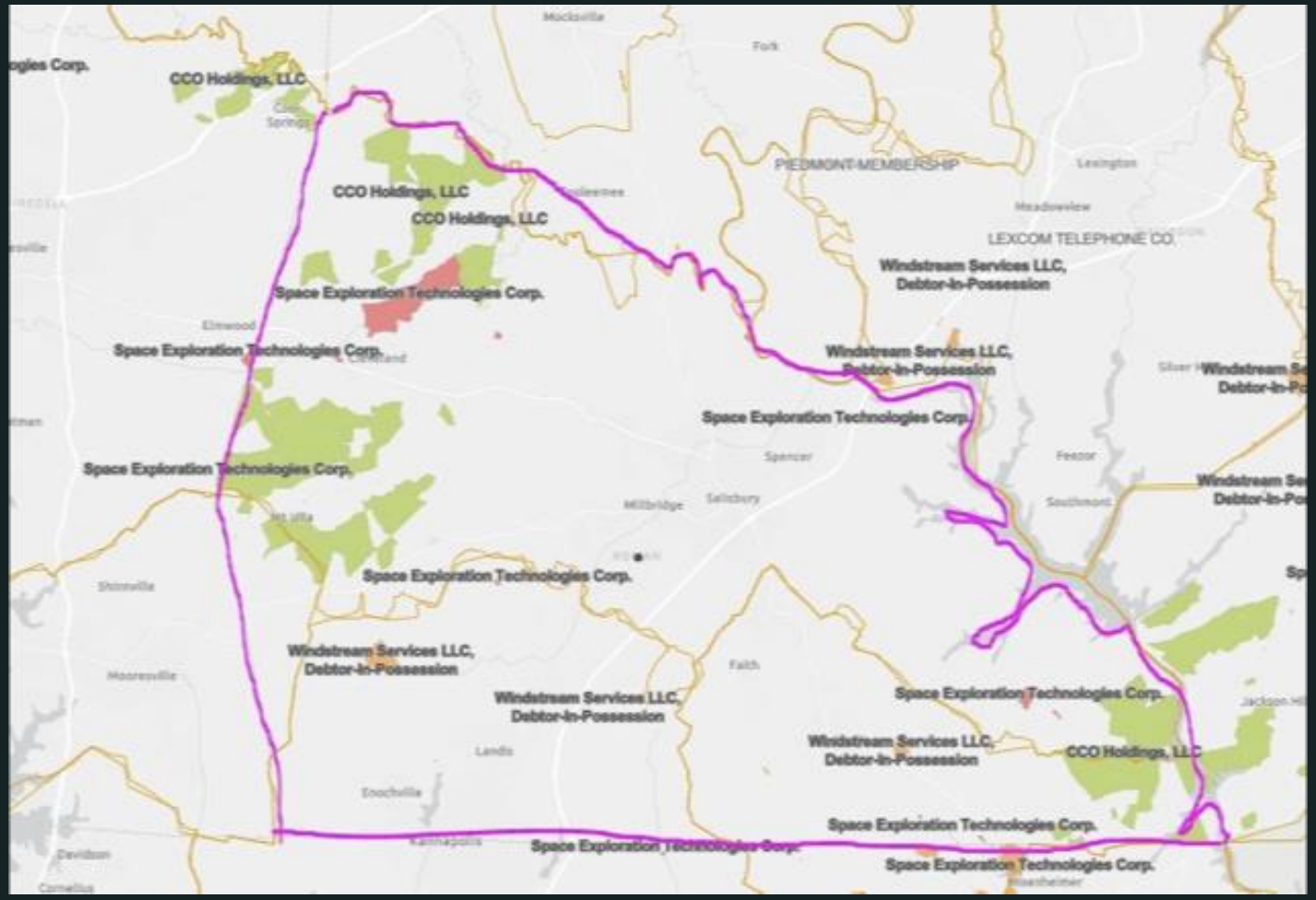
LOOKING BACK..

- Task Force identified **key areas in the northern and southeastern parts** of the County
- ~60% of 150K contributed to project for quick wireless internet access
- Equipment delays and implementation obstacles have occurred throughout

  Service has been and is continuing to be offered in these areas by Open Broadband based on best-effort availability

CURRENTLY IN PROGRESS
RDOF

- Rural Digital Opportunities Fund (RDOF)
- Charter Spectrum to build out
- Timeline: 2021 – 2028
- *Based on Census Block coverage (old method)*



CURRENTLY IN PROGRESS- GREAT GRANT ($350M FOR NC)

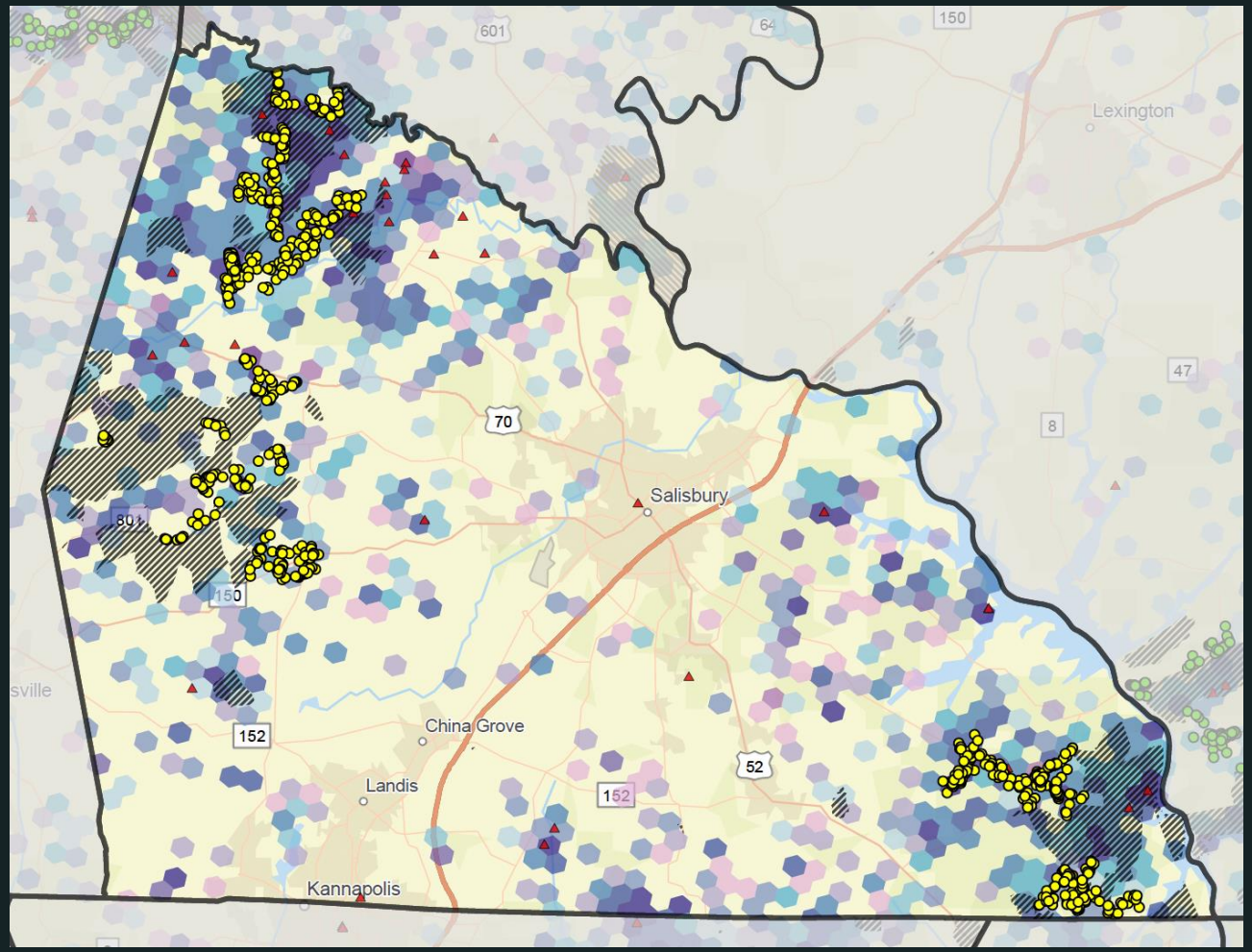
$4.5 Million Expansion Project for Rowan

Awarded by North Carolina to:
- 758 households, 11 businesses
  (yellow dots)

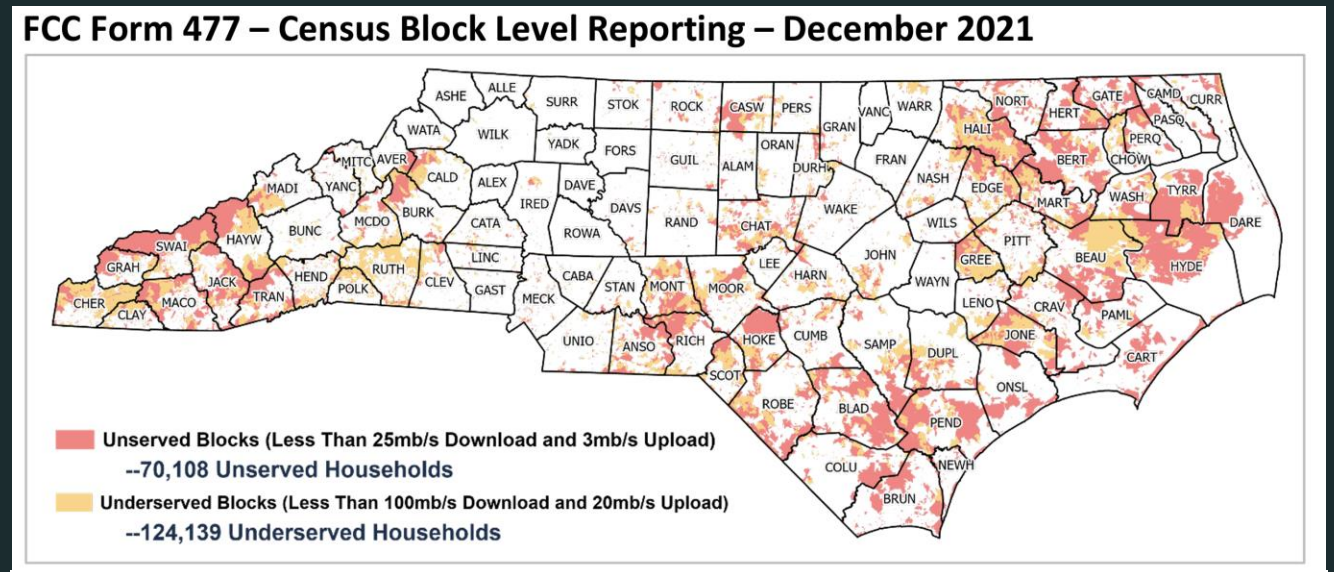
Three-way contract signed Sept '23:
NCBIO, Charter, and Rowan County

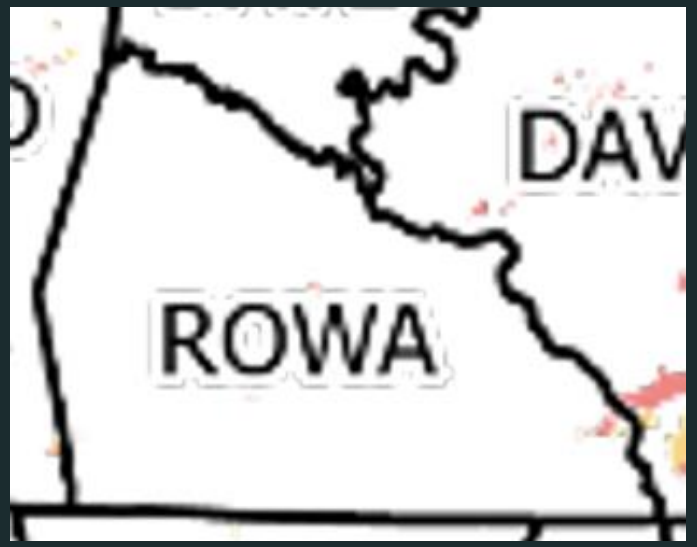
$100K – Rowan County contribution due at COMPLETION

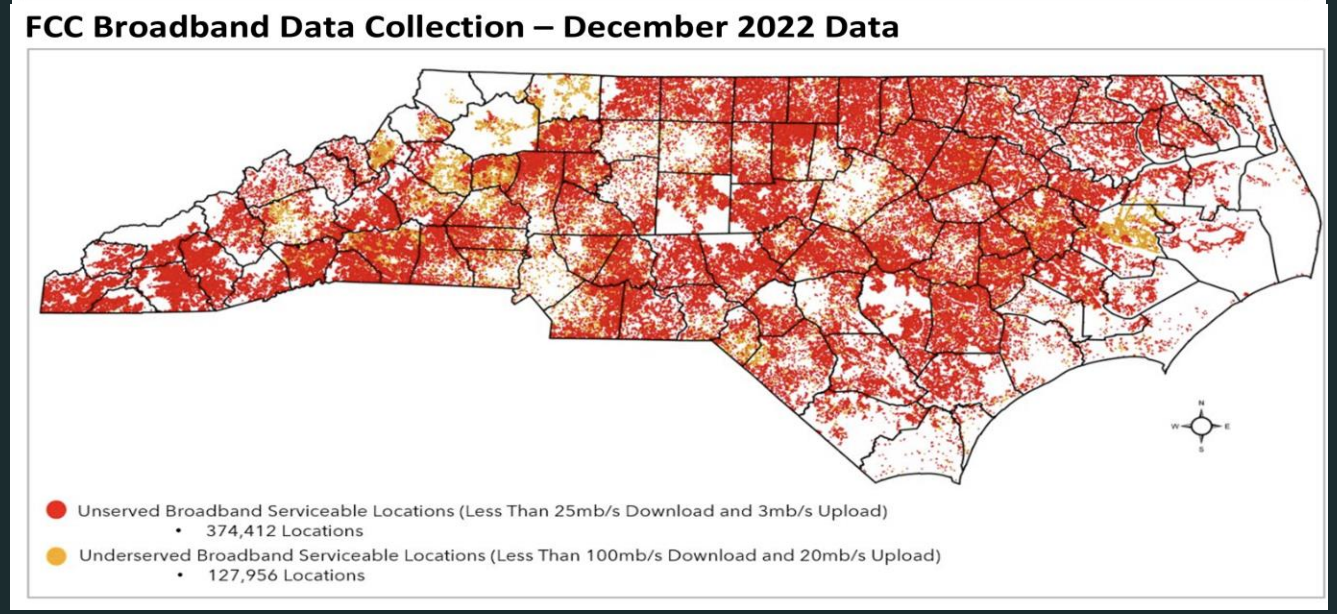
Work must be completed by Dec 2026

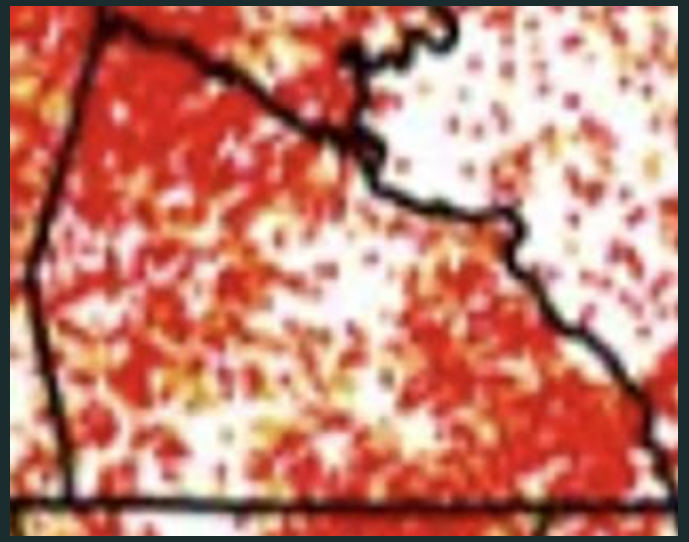


CHANGE IN FCC MAPS- DEC 21 – DEC 22

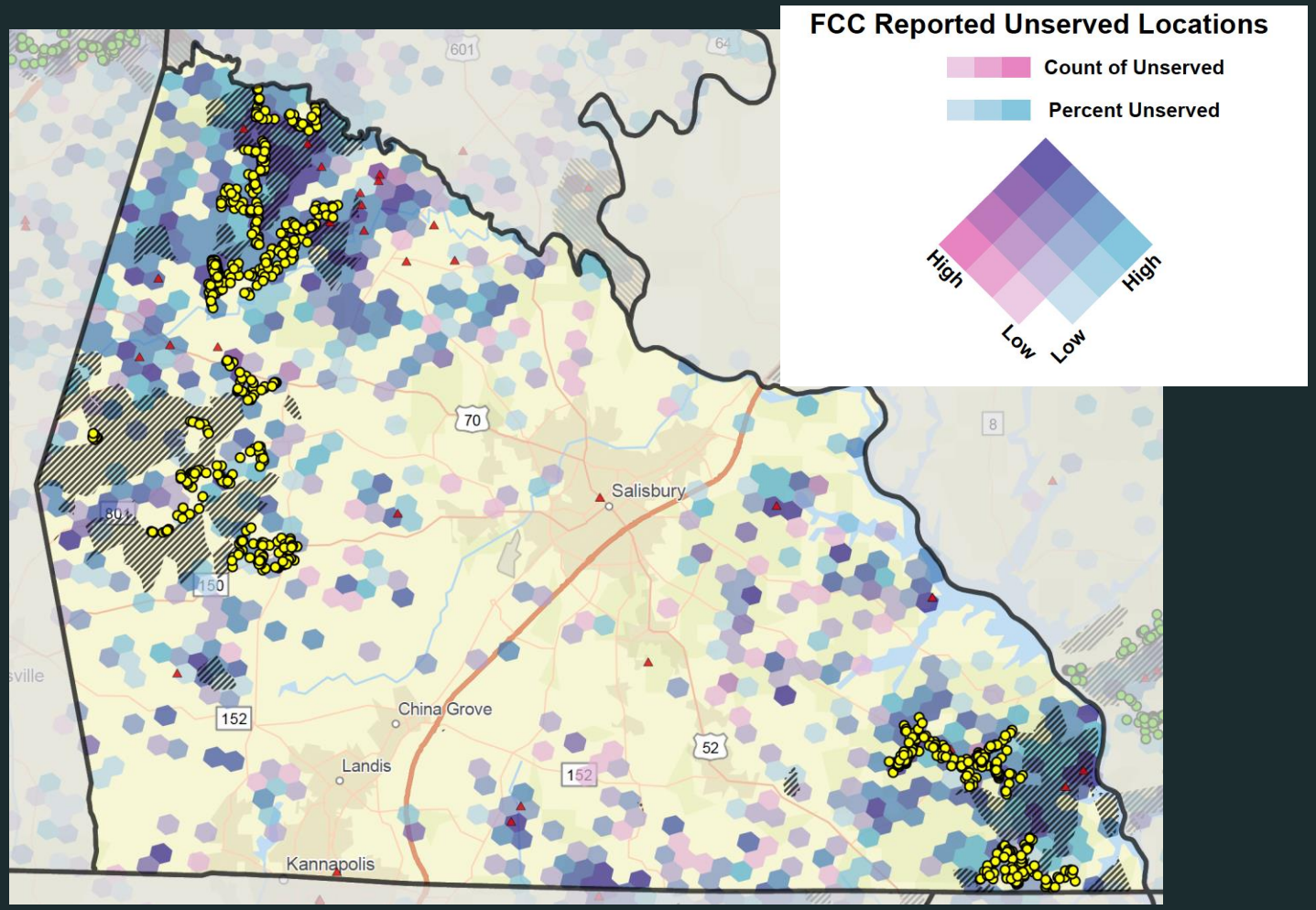








CURRENT STATUS FOR ROWAN COUNTY



ROWAN COUNTY ESTIMATES	
Percent Unserved * (No Service 25mb/s Download and 3mb/s Upload or Greater)	
5.19%	3,240 Total Locations
Percent Underserved * (No Service 100mb/s Download and 20mb/s Upload or Greater)	
1.84%	1,147 Total Locations
Percent with Fiber Broadband Available *	
39.12%	24,417 Total Locations
Percent with DSL Only *	
7.59%	4,735 Total Locations
Percent with Broadband Subscription **	
71.52%	
Percent with No Internet Access **	
12.82%	
Percent with No Internet Devices **	
10.02%	

DATA SOURCES:
**FCC BDC - Federal Communication Commission Broadband Data Collection Published June 2023 (Data as of December 31, 2022)*

***ACS - U.S. Census Bureau American Community Survey 2017-2021 5-Year Estimates*

4,387 unserved and underserved locations estimated buildout cost of $17.5M - $26.3M

(based on $4000-$6000 per passing from NC GREAT Grant data)

UP NEXT..
COMPLETING ACCESS TO BROADBAND (CAB) ($400M)

- Started much later than anticipated in relation to ARPA funding
- Requires at 35% minimum match of the project cost *

- We have received requests from two ISPs regarding any money set aside for CAB. Currently, no.

- Possible Board Action: Direct County Manager to have staff work with NC Broadband Office (NCBIO) to identify areas and eligible projects and potential costs (estimated $1M - $4M)



*Section 38.6 of Session Law 2021-180

BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD) ($1.5 BILLION FOR NC)

- New federal funding from NTIA requiring a 5-year plan* from NC
  (National Telecommunications and Information Administration)
- Current state law limits BEAD funding to be distributed to subgrantees through:
  - 50% GREAT Method
  - 40% CAB Method *
  - 10% Stop-Gap Solutions

**State statute requires that counties participating in the CAB program provide a match using ARPA SLFRF funds, which are dwindling rapidly.*

** https://www.ncbroadband.gov/documents/bead-5-year-plan-final/download?attachment*

BEAD OPPORTUNITES / CHALLENGES

- GREAT Method:
  Provides the lowest cost to value for Rowan County (~2% - 5% investment)
- Finally, if the NTIA adopts a different approach than U.S. Department of the Treasury in implementing 2CFR200 (Uniform Guidance), North Carolina will face significant challenges in attracting internet service providers to participate, managing local government risk, and navigating audit requirements.

- CAB Method:
  Higher cost to value currently at 35% investment, first round has just started
  Additionally, state statute requires that counties participating in the CAB program provide a match using ARPA SLFRF funds... This requirement, designed in the context of ARPA, is inconsistent with BEAD requirements, which encourages a match from the subgrantee."

BOARD AWARENESS

- Many new households will be passed with RDOF and GREAT Grant broadband expansion projects. Expected completion dates: 2026 – 2028.

- From Charter, *"..completed some RDOF work and built some passings in Rowan County. The GREAT Grant was just awarded so are still in the beginning stages of getting that project going."*

- New funding larger than original $1B ARPA allocation under the BEAD Program at $1.5 Billion.
    - Need to watch this space carefully as legislative changes may be needed to overcome identified obstacles.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM:
DATE: 10/2/2023
SUBJECT: Board Appointments

ATTACHMENTS:

1. 2 October 2023 Board Appointments
2. Application Report

MONTHLY BOARD APPOINTMENTS
OCTOBER 2, 2023
COMMISSIONERS MEETING
****

BOARD OF ADJUSTMENT (ROWAN COUNTY)
Cathy Griffin applied for reappointment to the At Large Seat on the Rowan County Board of Adjustment that became available on October 1, 2023. If appointed, her term would end September 30, 2026.

HEALTH BOARD
John Webb applied for reappointment to the Dentist Seat on the Health Board that will become available on January 1, 2024. If appointed, his term would end December 31, 2026.

ENOCHVILLE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS
Kevin Dwayne Joines reapplied for County Seat on the Enochville Volunteer Fire Department Fire Commissioner that became available on September 1, 2023. If appointed, his term would end August 31, 2025.

MILLER FERRY VOLUNTEER FIRE DEPARTMENT BOARD OF TRUSTEES
Michael Cale Alligood applied for a County Seat on the Miller Ferry Volunteer Fire Department Board of Trustees that became available on January 1, 2023. If appointed, his term would end December 31, 2024.

UNION VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS
Tony B Waller and Allen Rouzer applied for a County Seat on Union Volunteer Fire Department Fire Commissioners that became available on July 1, 2023. If appointed, his term would end June 30, 2025.

(Note: There are approximately 68 vacancies on various boards.)

APPLICATIONS FOR BOARDS WITHOUT VACANCIES

****

****

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 submitted application; 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.

Board of Adjustment (Rowan County)

Rowan County | Generated 9/26/2023 @ 2:36:16 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
CATHY SHOAF GRIFFIN	9/25/2023	420 HAGEN COURT Salisbury, NC 28144 **Resident:** Yes	**Phone:** 7042132464 **Cell Phone:** 7042132464 **Email:** C21CATHY@BELLSOUTH.NET	Validated

CATHY SHOAF GRIFFIN

Rowan County | Generated 9/26/2023 @ 10:36 am by OnBoard2 - Powered by ClerkBase

Status

Name	CATHY SHOAF GRIFFIN
Application Date	9/25/2023
Expiration Date	9/25/2024
Board Member	**Cathy Shoaf Griffin**
Status	Validated

Board	Vacancies	Status
Board of Adjustment (Rowan County)	1	BoC Meeting

Basic Information

Name
CATHY SHOAF GRIFFIN

Business/Civic Experience and why you feel you are qualified for this appointment:
BEEN ON COMMITTEE

Have you ever been convicted of a felony?
NO

County of Residence
ROWAN LIFE LONG RESIDENSE

Contact Information

Address
420 HAGEN COURT
Salisbury, NC 28144

Resident
Yes

Ward/District

Email
C21CATHY@BELLSOUTH.NET

Phone
7042132464

Cell Phone
7042132464

Occupation

Employer
CENTURY 21 TOWNE AND COUNTRY

Occupation
REALTOR 33 YEARS

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

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Enochville Volunteer Fire Department Fire Commissioners

Rowan County | Generated 9/26/2023 @ 2:36:19 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Kevin Dwayne Joines	9/20/2023	8820 Wright Rd Kannapolis, NC 28081 **Resident:** Yes	**Phone:** 7047914377 **Email:** joinesk@yahoo.com	Validated

Kevin Dwayne Joines

Rowan County | Generated 9/26/2023 @ 10:36 am by OnBoard2 - Powered by ClerkBase

Status

Name	Kevin Dwayne Joines
Application Date	9/20/2023
Expiration Date	9/20/2024
Board Member	**Kevin Dwayne Joines**
Status	Validated

Board	Vacancies	Status
Enochville Volunteer Fire Department Fire Commissioners	3	BoC Meeting

Basic Information

Name
Kevin Dwayne Joines

Business/Civic Experience and why you feel you are qualified for this appointment:
I volunteered with Enochville for over 25 years as a fire fighter. Served on the board and as a fire commissioner.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
8820 Wright Rd
Kannapolis, NC 28081

Resident
Yes

Ward/District

Email
joinesk@yahoo.com

Phone
7047914377

Occupation

Employer
Cabarrus County Schools

Occupation
Facility Manager

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

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Health Board

Rowan County | Generated 9/26/2023 @ 2:36:22 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Dr. John Webb	9/21/2023	229 Sudley Circle Salisbury, NC 28144 **Resident:** Yes	**Phone:** 7042391175 **Email:** webbdds@hotmail.com	Validated

Dr. John Webb

Rowan County | Generated 9/26/2023 @ 10:36 am by OnBoard2 - Powered by ClerkBase

Status

Name	Dr. John Webb
Application Date	9/21/2023
Expiration Date	9/21/2024
Board Member	**John Webb**
Status	Validated

Board	Vacancies	Status
Health Board	0	BoC Meeting

Basic Information

Name
Dr. John Webb

Business/Civic Experience and why you feel you are qualified for this appointment:
Submitting application for reappointment. I have currently served two terms on the Rowan County Board of Health and would like to serve my third and final term. I am a longtime Rowan County resident and practicing dentist. I bring a background of knowledge of public health services through my participation over the last six years.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Request for Waiver of Term Limits
N/A

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Contact Information

Address
229 Sudley Circle
Salisbury, NC 28144

Resident
Yes

Ward/District

Email
webbdds@hotmail.com

Phone
7042391175

Occupation

Employer
John C. Webb DDS, PA

Occupation
General Dentist

Generated 9/26/2023 @ 10:36 am

Miller Ferry Volunteer Fire Department Board of Trustees

Rowan County | Generated 9/26/2023 @ 2:36:24 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Michael C Alligood	3/3/2023	207 Blue Heron Road Salisbury, NC 28146 **Resident:** Yes **Ward/District:** Miller's Ferry	**Phone:** 7042023440 **Email:** cale@alligoodautomotive.com	Validated

Michael C Alligood

Rowan County | Generated 9/26/2023 @ 10:36 am by OnBoard2 - Powered by ClerkBase

Status

Name	Michael C Alligood
Application Date	3/3/2023
Expiration Date	3/3/2025
Board Member	**Michael Cale Alligood**
Status	Validated

Board	Vacancies	Status
Miller Ferry Volunteer Fire Department Board of Trustees	1	BoC Meeting

Basic Information

Name
Michael C Alligood

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
207 Blue Heron Road
Salisbury, NC 28146

Resident
Yes

Ward/District
Miller's Ferry

Email
cale@alligoodautomotive.com

Phone
7042023440

Occupation

Employer
Alligood Automotive

Occupation
Manager/Owner

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Generated 9/26/2023 @ 10:36 am

Union Volunteer Fire Department Fire Commissioners

Rowan County | Generated 9/26/2023 @ 2:36:27 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Harold Allan Rouzer, III	8/8/2023	395 Rouzer Rd Salisbury, NC 28146 **Resident:** Yes **Ward/District:** Hatters Shop	**Phone:** 704-636-8183 **Cell Phone:** 704-433-8305 **Email:** allanrouzer@yahoo.com	Validated
Mr. Tony Bryan Waller	8/8/2023	3185 BringleFerry Rd Salisbury, NC 28146 **Resident:** Yes **Ward/District:** Hatters Shop	**Phone:** 704-638-0462 **Cell Phone:** 704-213-7479 **Email:** weldingwaldo@gmail.com	Validated

Harold Allan Rouzer, III

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Status

Name	Harold Allan Rouzer, III
Application Date	8/8/2023
Expiration Date	8/8/2024
Board Member	**Allan Rouzer**
Status	Validated

Board	Vacancies	Status
Union Volunteer Fire Department Fire Commissioners	2	BoC Meeting

Basic Information

Name
Harold Allan Rouzer, III

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Request for Waiver of Term Limits
2 years

Contact Information

Address
395 Rouzer Rd
Salisbury, NC 28146

Resident
Yes

Ward/District
Hatters Shop

Email
allanrouzer@yahoo.com

Phone
704-636-8183

Cell Phone
704-433-8305

Occupation

Employer
Rouzer Motor Parts

Occupation
buyer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Generated 9/26/2023 @ 10:36 am

Mr. Tony Bryan Waller

Rowan County | Generated 9/26/2023 @ 10:36 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr. Tony Bryan Waller
Application Date	8/8/2023
Expiration Date	8/8/2024
Board Member	**Tony B. Waller**
Status	Validated

Board	Vacancies	Status
Union Volunteer Fire Department Fire Commissioners	2	BoC Meeting

Basic Information

Name
Mr. Tony Bryan Waller

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Request for Waiver of Term Limits
2 years

Contact Information

Address
3185 BringleFerry Rd
Salisbury, NC 28146

Resident
Yes

Ward/District
Hatters Shop

Email
weldingwaldo@gmail.com

Phone
704-638-0462

Cell Phone
704-213-7479

Occupation

Employer
Retired

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

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