# ROWAN COUNTY COMMISSION AGENDA
## August 7, 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:

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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 CDP, Inc - FY24
   - B. Sole-Source for Cloud Navigators, LLC - FY24
   - C. Sole-Source Teleflex® - FY24
   - D. Approval of Work Authorization for Construction Administration for the Taxiway Rehabilitation - Talbert, Bright & Ellington, Inc.
   - E. Sole-Source - Rowan-Salisbury School System FY24
   - F. Sole Source - Carolina Women's Health Associates, Inc. FY24
   - G. Award ETA Storm Debris Removal Bid to Alliance Integrated Solutions Inc.
   - H. Approval for Purchase of four (4) Dodge Chargers for the Sheriff's Office
   - I. Approve Amendment to Grant Agreement with Agility Fuels
   - J. GRANT AGREEMENT: Approve accepting 5311 Community Transportation Rural Formula Grant for Rowan Transit
   - K. GRANT Extension Request: Continental Structural Plastics Building Reuse Granat
   - L. Sole-Source for Printelect - FY24

M. GRANT AGREEMENT: Request Approval of Section 5311 Community Transportation Grant Program for Rowan Transit (Allocation Increase)

N. Schedule public hearing for Z 03-23 for August 21, 2023

O. Trinity Services Group, Inc. - FY24

P. Registered Environmental Health Specialist (REHS) - Jon Matthew Lamb

Q. Child & Adult Exceptions - DSS

R. Sole-Source Smith Rodgers & Aldridge - FY24

S. Schedule a Public Hearing for the Race to the River 5K on August 21, 2023.

T. Citrix Software - CDW Government

U. Consider Approval of the Minutes

V. GRANT APPLICATION: ROCOC request approval to apply for funding from First United Church of Christ Foundation

W. GRANT AGREEMENT: Approve accepting of funds from Cabarrus Health Alliance as Sub-Recipient for TP1AH000291: Teen Pregnancy Prevention grant for Rowan County Health Department and Rowan County Department of Social Services

X. Sole-Source CTS Software (Trip Master)

Y. Sole-Source Cellebrite USA, Inc. - FY24

Z. Schedule Legislative Hearing for Z 04-23 and Quasi-judidical Hearing for SUP 02-23 for Bowtie Properties LLC for August 21, 2023

AA. Budget Amendments

BB. Additional Excess Liability NCACC

CC. Sole-Source Cengage Learning - FY24

DD. Award Feasibility Study for Dredging High Rock Lake - Geosyntec Consultants

EE. GRANT AGREEMENT: Sheriff's Office request to accept grant funding for SCAAP from US OJP

FF. Rowan County Asset Policy

GG. Ag South Communities Grant

HH. Resolution Approving Conveyance of Property to a Nonprofit Organization

II. Richmond County Detention Center Interlocal Agreement

2. Public Comment Period

3. Regular Agenda Items

A. Z 02-23 Legislative Hearing: Fisher Athletic Equipment Company, Inc

B. SNIA 02-23 Legislative Hearing: Performance Pit Oakridge LLC

C. Public Hearing & Executive Summary Presentation - Rowan EDC 'Project Puma'

D. Public Hearing to Consider Land Purchase Offer - Fortius Capital Partners

E. WEP Health Department Advanced Planning

F. WEP USDA Lease Proposal Revisions

G. Board Appointments

4. Closed Session

A. For Attorney-Client Privileged Communication

B. Closed Session Minutes for Approval - 7/17/23

5. Adjournment

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

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Jody Farrow-Bennett, Purchasing and Contract Administration Director
**DATE:** 8/7/2023
**SUBJECT:** Sole-Source CDP, Inc - FY24

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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

Rowan County Health Department uses CDPims/CDPmobile Software for Environmental Health from Custom Data Processing, Inc. for environmental health. This agreement is for renewal coverage and software support. The FY23 cost will be $19,171.00.

Attached is a quote from CDP, Inc.

Board of Commissioners to approve the sole-source and authorize the Public Health Director to approve the contract with CDP, Inc. for software renewal and support not to exceed $19,171.00.

**ATTACHMENTS:**
1. Contract
2. Director Memo

CDP Inc.

# INVOICE

| Date | Invoice # |
|---|---|
| 7/1/2023 | 116559 |

**To:** Rowan County Health Department
1811 East Innes Street
Salisbury, NC 28144

**Attn:** Accounts Payable

**Remit To:** Custom Data Processing, Inc.
1408 Joliet Road
Romeoville, IL 60446

**Terms:** Net 30

Annual Renewal of CDP's Environmental Health Software Systems - CDPims and CDPmobile Annual License Maintenance Renewals as follows:

For the period 7/1/2023 through 6/30/2024

| | |
|---|---|
| 1. CDPims Monthly Subscription/User License Fee: (14) @ $23/ea/mo = $322/month | 3,864.00 |
| 2. CDPims - Food and Lodging Program: @ $347/month ***Includes Food Borne Illness Module | 4,164.00 |
| 3. CDPims - OSW/Wells @ $405/month | 4,860.00 |
| 4. CDPims - Complaints/Request for Service @ $58/month | 696.00 |
| 5. Ad Hoc Reporting (1) @ $23/month | 276.00 |
| 6. CDPmobile/ims Sync @ $253/month | 3,036.00 |
| 7. CDPmobile Annual Maintenance (7) @ $325/each | 2,275.00 |

**Total Due: $ 19,171.00**

**Rowan County Purchasing Department**
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Alyssa Harris, Public Health Director

Re: Sole-Source CDP, Inc - FY24

Date: 8/7/2023

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Attached is quote from CDP, Inc.

**RECOMMENDATION**:
Board of Commissioners to approve the sole-source and authorize the Public Health Director to approve the contract with CDP, Inc. for software renewal and support not to exceed $19,171.00.

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**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:** 8/7/2023
**SUBJECT:** Sole-Source for Cloud Navigators, LLC - FY24

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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:

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2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Cloud Navigators, LLC has provided network cloud storage and technical support annually, which is vital to the security of all Rowan County Technology resources.

Attached is quote from Cloud Navigators, LLC.

**Recommendation:**
Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Cloud Navigators, LLC. for FY24; not to exceed $10,800.00 for storage and technical support.

**ATTACHMENTS:**
1. Contract 23164 - Change Order FY24 - Cloud Navigators - IT - Quote

# Renewal Quote

Cloud Navigators

*IAM Cloud's Distributor for the North America Market*

Please remit payment to:

P.O. Box 453
American Fork, UT 84003
Fax Orders to (888) 794-5423

**Order Date:** 5/10/2023
**Document ID:** 230510CTT3848A
**PO Number:**

**Sales Rep:** Laila Bogdanski
**Vertical:** Government - Local

| | |
|---|---|
| **Bill To:** | Rowan County Government |
| **Attn. To:** | Justin Crabtree |
| **Address:** | 130 West Innes Street<br>Salisbury, NC 28144<br>United States |
| **Phone:** | (704) 216-8133 |
| **Fax:** | |

| | |
|---|---|
| **Ship To:** | Rowan County Government |
| **Attn. To:** | Justin Crabtree |
| **Address:** | 130 West Innes Street<br>Salisbury, NC 28144<br>United States |
| **Federal ID** | |

## Cloud Services

| Item | Description | Quantity | Annual Unit Price | Annual Total |
|---|---|---|---|---|
| 47251 | IAM Cloud – Cloud Drive Mapper – GOV:<br>(Based on all users being on a single tenant):<br>1 - Year subscription includes:<br>• Enterprise Cloud Storage (Cloud Drive Mapper) allows OneDrive for Business and SharePoint Online libraries to be mapped to drives in Windows 10, 11 and in VDI environments hosted on Windows Server, including VMWare, Citrix and Microsoft RDS.<br>• Free maintenance and feature upgrades to Cloud Drive Mapper software<br>• Fully assisted and supported on-boarding and deployment<br>• Technical support for low, medium and high severity issues 8am-10pm GMT/BST (via web tickets, email, chat and phone)<br>• 24x7 critical support for urgent severity issues (via phone)<br>• 24x7 access to customer support forum and knowledge-base | 1,000 | $ 10.80 | $ 10,800.00 |

***Sub-total for Cloud Services:*** ***$ 10,800.00***

# Renewal Quote

Cloud Navigators

**Optional Cloud Services**

| Item | Description | Quantity | Unit Price | Annual Total |
|---|---|---|---|---|

## Total Summary

Misc. Charge Description

| | |
|---|---|
| **Total:** | **$ 10,800.00** |
| **Tax:** | **$0.00** |
| **Misc.:** | **$0.00** |
| **Freight:** | **$0.00** |
| **Grand Total:** | **$ 10,800.00** |

**Cloud Navigators**

P.O. Box 453 – American Fork – UT – 84003
Phone: (801) 709-6060 – Fax: (888) 794-5423

# Renewal Quote

## Payment Details

***Payment Terms***

***Software:*** Net 30

***Hardware:***

***Services:***

***Currency:*** United States Dollar

***Issue Date:*** Wednesday, May 10, 2023
This Quote is valid for 30 days from the issue date. All applicable taxes extra.

Comments to client:

### Purchase Agreement

By signing this agreement, I hereby authorize the purchase of all items listed above. This agreement supersedes all prior writings and oral agreements. I understand this order is subject to credit approval and the terms and conditions mentioned below.

Signature: _____

Name: _____

Title: _____

Date: _____

Total Purchase Amount: **$ 10,800.00**

## Terms & Conditions

***Payment Terms***

Should the Customer fail to pay when due any of the sums owed pursuant to this Agreement, in addition to the original total, it shall pay a late payment fee in the amount of 4%. Additionally, interest on the arrears equal to the prime rate established by Chase Bank on a daily basis as of the due date until payment in full of the amount owing is paid. Such interest shall be compounded monthly and adjusted annually on each anniversary date to reflect the applicable prime rate for the following year. Accrued interest shall be payable on the same date as a principal amount becomes due.

***Governing law***

This Agreement and associated End User License Agreement (https://www.iamcloud.com/eula/) shall be governed by and construed in accordance with the laws of the State of Delaware.

***General Terms***

Order Form must be signed on or before July 29, 2023 to be valid. All hardware costs and any costs outside of this Order Form are the responsibility of Customer. Any software described above is provided as a subscription. Subscriptions will automatically renew upon the expiration of the then-current term for another 1 year at unless Customer has notified IAM Technology Group/Cloud Navigators in writing at least 30 days prior to the expiration of your term.

***Severability***

In the event that any provision of this Agreement is deemed to be invalid or unenforceable, such provision shall, whenever possible to do so, be interpreted, construed, limited or if necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Agreement shall remain valid and continue to bind the Parties.

***Time of the Essence***

Time shall be of the essence in the Agreement unless indicated otherwise. No extension of or amendment to this Agreement shall operate as a waiver of this provision unless clearly stated therein.

***Currency***

All amounts referred to in this Agreement are in US dollars (unless stated otherwise).

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

**FROM:** Jody Farrow-Bennett, Purchasing and Contract Administration Director, Allen Cress, Emergency Services Chief
**DATE:** 8/7/2023
**SUBJECT:** Sole-Source Teleflex® - FY24

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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:

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2. A needed product is available from only one source of supply; or
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Rowan County Emergency Services utilizes the Arrow® EZ-IO® Intraosseous Vascular Access System that is manufactured by Teleflex®. The EZ-IO Needles are required when intraosseous access is needed. The only source to purchase these needles are from Teleflex®.

Attached is sole source letter from the vendor, Teleflex®.

**RECOMMENDATION**:
Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve purchases, in accordance with the Procurement Policy, with Teleflex®.

**ATTACHMENTS:**
1. Sole Source Letter from Vendor
2. Director Memo

Teleflex

3015 Carrington Mill Blvd.
Morrisville, NC 27560
USA
Phone: 866-246-6990
Fax: 866-804-9881

teleflex.com

July 11, 2023

RE: **Teleflex LLC—Sole Source for the Arrow® EZ-IO® Intraosseous Vascular Access System**

Dear Valued Customer:

Thank you for your interest in the Arrow® EZ-IO® System, which uses a proprietary patented needle and power driver technology. Teleflex is the sole manufacturer of these components. The EZ-IO® System is currently the only battery-operated intraosseous vascular access device that may be extended for up to 48-hour dwell time.*

Through our direct sales team, Teleflex LLC, a wholly owned subsidiary of Teleflex Incorporated, markets, sells and/or services all non-federal Arrow® EZ-IO® Device customers within the continental United States.

Please call our customer service to assist you with any questions or concerns: 1-866-246-6990.

Sincerely,

Morgan Rankin
Vice President, Sales
Emergency Medicine

*The Arrow EZ-IO® System is indicated anytime in which vascular access is difficult to obtain in emergent, urgent or medically necessary cases for up to 24 hours. For patients ≥12 years old, the device may be extended for up to 48 hours when alternate intravenous access is not available or reliably established.

Teleflex, the Teleflex logo, Arrow and EZ-IO are trademarks or registered trademarks of Teleflex Incorporated or its affiliates. All other trademarks are trademarks of their respective owners. © 2021 Teleflex Incorporated. All rights reserved. MC-000964rev10

**Rowan County Purchasing Department**
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Allen Cress, Emergency Services Chief

Re: Sole-Source Teleflex® - FY24

Date: 8/7/2023

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**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:** 8/7/2023

**SUBJECT:** Approval of Work Authorization for Construction Administration for the Taxiway Rehabilitation - Talbert, Bright & Ellington, Inc.

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Rowan County entered into a Master agreement with Talbert, Bright & Ellington, Inc.; Contract 22110 on April 1, 2019, to utilize for all Airport projects. On May 4, 2020, Agenda Item I the BOC approved to obtain an estimate for rehabilitation for the Taxiway and then on March 21, 2022, Agenda Item G the BOC approved the design and bid portion of the project. This was completed under contract #22534 (TBE No 3708-2102)

The County request approval of the work authorization (No. 3708-2302 NCDOT-DOA 36244.56.11.1 & 36237.42.17.2) with Talbert, Bright & Ellington, Inc. to provide construction administration for the taxiway rehabilitation, not to exceed $118,827.64 without additional authorization.

The County is utilizing grant funds for this project.

Attached is the work authorization from Talbert, Bright & Ellington, Inc.

**RECOMMENDATION**:
Board of Commissioners to authorize the County Manager to approve and sign the work authorization for Talbert, Bright & Ellington, Inc. (No. 3708-2302 NCDOT-DOA 36244.56.11.1 & 36237.42.17.2) to provide construction administration for the taxiway rehabilitation, not to exceed $118,827.64 without additional authorization.

**ATTACHMENTS:**
1. Work Authorization

DocuSign Envelope ID: 66754A60-AF14-4E18-B0B2-EED864C080A4



# WORK AUTHORIZATION

**ENGINEERING CONSULTING SERVICES BY:**
**TALBERT, BRIGHT & ELLINGTON, INC.**

**FOR:**
**TAXIWAY AND SOUTH RAMP PAVEMENT REHABILITATION**

**CONSTRUCTION ADMINISTRATION / RPR SERVICES**

**AT:**
**MID-CAROLINA REGIONAL AIRPORT (RUQ)**

**REFERENCING:**
**NCDOT-DOA #: 36244.56.11.1 & 36237.42.17.2**

**TBE #3708-2302**

**July 3, 2023**

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## I. PROJECT SUMMARY

This project will include the construction administration, full time Resident Project Representative (RPR) services, and Quality Acceptance Testing for the Taxiway and South Ramp Pavement Rehabilitation project at Mid-Carolina Regional Airport in Salisbury, NC.

This project includes the bituminous concrete overlay of the existing parallel taxiway; milling and bituminous concrete overlay of existing south corporate hangar area; and milling and bituminous concrete overlay of each stub taxiway, with a uniform thickness anticipated to be approximately 3 inches. Also included will be new edge and markings, shoulder buildup along the new overlay pavement edge, required taxiway edge light elevation adjustments adjacent to the new overlay pavement edge, and required sediment and erosion control measures.

The construction phase services for this project include: the development of the project scope, contract, schedule and cash flow; grant procurement assistance; coordination with the Owner for award of the construction contract; preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, NC Department of Transportation – Division of Aviation (NCDOA), and the Owner; coordination and conduction of the Preconstruction Conference; preparation and distribution of Preconstruction Conference minutes; review of Contractor's project schedule; coordination and review of Contractor submittals; coordination with NCDOA, the Owner, and sub-consultants; review quality acceptance test results; construction visits / progress meetings; progress meeting minutes / observation reports; review field change requests and related correspondence; review and process Contractor pay requests; review project schedule provided prior to pre-construction conference and with each pay request; review and process requests for reimbursement; conduct a final inspection and prepare/distribute punch list items letter; develop record drawings; assemble Final Engineer's Report; assist the Owner with Grant Closeout and prepare Grant Closeout paperwork, which includes all items on the NCDOA AV checklist.

DocuSign Envelope ID: 66754A60-AF14-4E18-B0B2-EED864C080A4



This construction administration phase of this project will be funded using State funded grant (36244.56.11.1). The project construction will be funded using a separate Federal funded grant (36237.42.17.2).

## II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering and Planning Services will be provided for the Taxiway and South Ramp Pavement Rehabilitation project, as depicted in the attached exhibit, for the Mid-Carolina Regional in accordance with the Master Contract dated April 1, 2019.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A2 of the Master Contract. The work shall be performed as a lump sum of **$99,877.64** including **$4,335.20** for expenses. Special services shall be performed on a not to exceed basis with a budget of **$18,950.00**. The total value of this Work Authorization shall not exceed **$118,827.64** without additional authorization.

## III. CONSTRUCTION PHASE CRITERIA AND REQUIREMENTS

- ADO Generated "Airport Sponsor Grant Expectations"
- FAA AC 150/5370-2G; "Operational Safety On Airports During Construction"

## IV. WORK TASKS

BASIC SERVICES

**CONSTRUCTION PHASE:**
The construction phase services for this project include: the development of the project scope, contract, schedule and cash flow; grant procurement assistance; coordination with the Owner for award of the construction contract; preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, NC Department of Transportation – Division of Aviation (NCDOA), and the Owner; coordination and conduction of the Preconstruction Conference, including an invitation to NCDOA to join the Preconstruction Conference; preparation and distribution of Preconstruction Conference minutes; review of Contractor's project schedule; verify all subcontractors are NCDOT prequalified prior to beginning construction and that they remain prequalified for duration of project; coordination and review of Contractor submittals; coordination with NCDOA, the Owner, and sub-consultants; review quality acceptance test results; report any failed quality acceptance tests results to NCDOA APM; construction visits / progress meetings; progress meeting minutes / observation reports; review field change requests and related correspondence and submit to NCDOA for approval and execution; review and process Contractor pay requests; review project schedule provided prior to pre-construction conference and with each pay request; review and process requests for reimbursement; conduct a final inspection and prepare/distribute punch list items letter; develop record drawings; assemble Final Engineer's Report; assist the Owner with Grant Closeout and prepare Grant Closeout paperwork.

DocuSign Envelope ID: 66754A60-AF14-4E18-B0B2-EED864C080A4



The intended deliverables for this submittal shall include:

A. Released for Construction Plans and Specifications.
B. Preconstruction and pre-paving conference meeting minutes (including attendance list).
C. Notice-to-proceed for construction.
D. 7460/7480 submission.
E. Letters of Intent to Subcontractors.
F. PDF version of RPR inspection reports.
G. Progress meeting minutes (to include attendance list).
H. Change orders.
I. Failed quality assurance test report.
J. PDF versions of record drawing plan sheets and technical specifications.
K. PDF version of Contractor's Closeout Documentation (refer to the NCDOA AV checklist), Final Change Order, and Final Engineer's Report.

SPECIAL SERVICES

Task 1 – Full-Time Resident Project Representative (RPR)

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract. Assume seventy (70) hours per week over a ten (10) calendar day contract time allotment, and ten (10) hours per day for five (5) days to complete all punch list items.

Task 2 – Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. Report of tests performed will be provided, along with a summary of all test performed at project closeout. Any failing test will be sent to the NCDOA at the time of the failed test.

## V. PROJECT SCHEDULE

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

## VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

1. *It is assumed that the construction will follow standard FAA and NCDOT requirements per the plans and specifications.*
2. *Funding will be provided by two (2) grants.*
3. *Project Engineer will attend 1 pre-construction conference, 1 pre-paving conference, 2 Construction visits/Progress Meetings, 1 final inspection, and 1 site visit to verify completed punch list.*
4. *All subcontractors will be pre-qualified and will remain pre-qualified throughout the*

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*project.*

5. *The RPR will work 70-hour weeks and stay overnight during workdays for the duration of the 10-calendar day project.*
6. *The RPR will work 10-hour days while the Contractor is completing the punch list.*
7. *The Resident Project Representative will make trips to the project site for the pre-construction conference (1 x 106 miles), for each work week (weekly trips to the job site) (2 Work Weeks x 106 miles), for the final inspection (1 x 106 miles), for the completion of the punch list items (1 x 106 miles), and for a follow-up inspection to verify the completion of the punch list items (1 x 106 miles). It is also estimated that on-site travel will total approximately 16 miles per calendar day (equal to 3 trips x 106 miles).*
8. *There will be a one-year warranty and inspection provided which will be between the sponsor and the contractor and the results will be provided to the NCDOA.*

## VII. OTHER

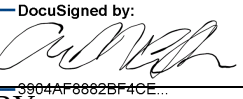
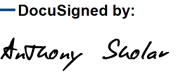
**Not applicable for this phase of work.**

DocuSign Envelope ID: 66754A60-AF14-4E18-B0B2-EED864C080A4



## VIII. CONTACT/CLOSING

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

| **OWNER**: | **ENGINEER**: |
|---|---|
| **ROWAN COUNTY** | **TALBERT, BRIGHT &** |
| **130 West Innes Street** | **ELLINGTON, INC.** |
| **Salisbury, NC 28144** | **3525 Whitehall Park Drive** |
| **704-216-8180** | **Suite 210** |
| | **Charlotte, NC 28273** |
| | **704-426-6070** |
| | DocuSigned by:  3904AF8882BF4CE... |
| BY: | BY: |
| | Vice President |
| TITLE: | TITLE: |
| | 7/11/2023 |
| DATE: | DATE: |
| | DocuSigned by:  01559E7CA1EF4FC... |
| WITNESS: | WITNESS: |

**PROJECT MANAGER**
**CONTACT INFORMATION:**

**J. Andrew Shook, P.E.**
**Talbert, Bright & Ellington, Inc.**
**3525 Whitehall Park Drive**
**Suite 210**
**Charlotte, NC 28273**

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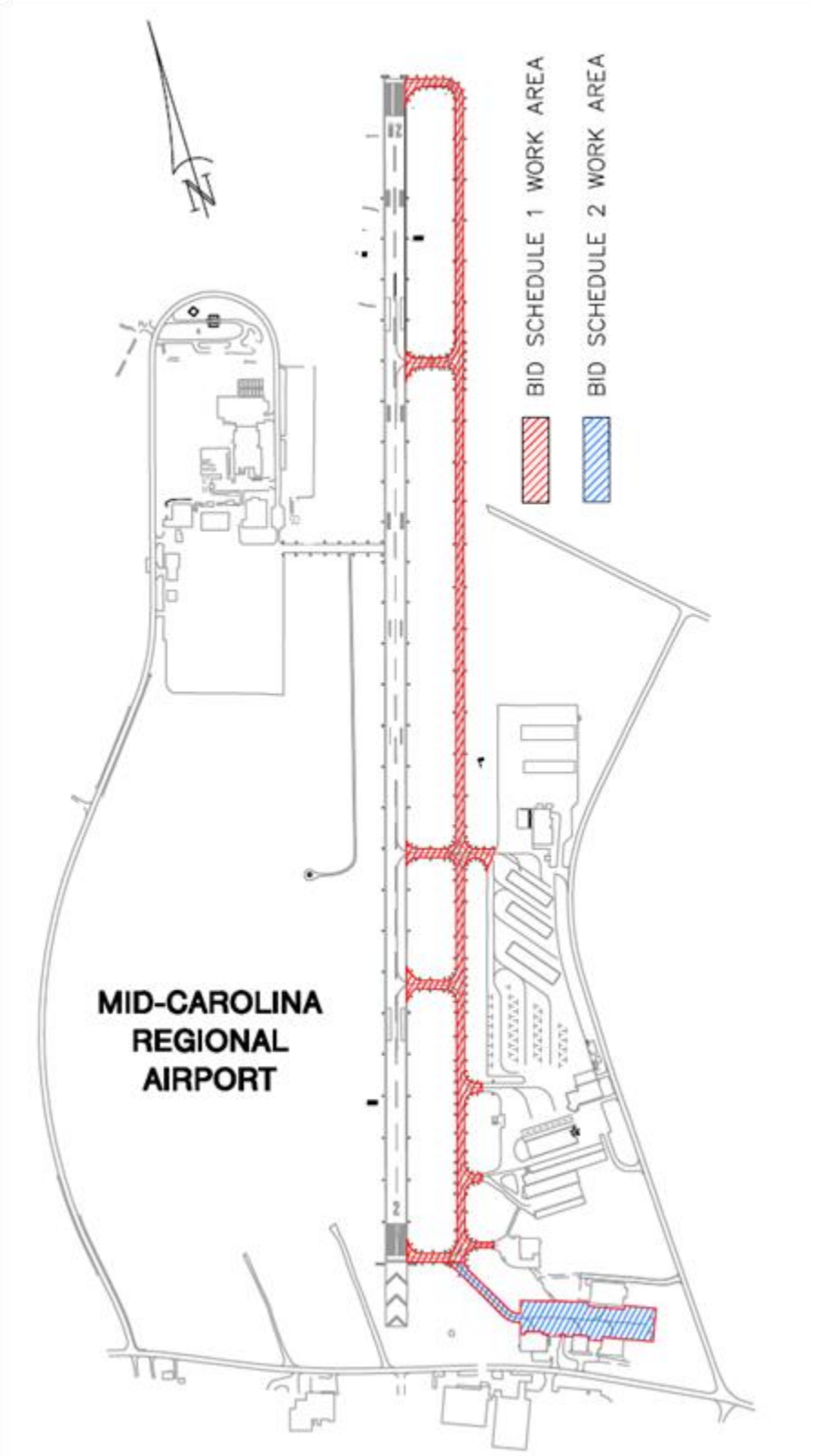
## TAXIWAY AND SOUTH RAMP PAVEMENT REHABILITATION



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# APPENDIX A: EXAMPLE DRAWING SHEET LIST

**N/A**

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

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

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

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

| TALBERT, BRIGHT & ELLINGTON | MAN-HOUR/FEE ESTIMATE<br>SUMMARY PAGE<br>MID-CAROLINA REGIONAL AIRPORT<br>TAXIWAY REHABILITAITON (CA/RPR) | DIVISION OF AVIATION<br>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION |
|---|---|---|

GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.

**BASIC AND SPECIAL SERVICES: LABOR SUMMARY**

| MAJOR TASK: | MAJOR TASK DESCRIPTION: | COST: |
|---|---|---|
| TASK A - LABOR | (A-104) GRANT ADMINISTRATION ASSISTANCE PHASE | $7,995.26 |
| TASK B - LABOR | (A-104) CONSTRUCTION ADMINISTRATION | $60,292.27 |
| TASK C - LABOR | (A-105) RESIDENT PROJECT REPRESENTATIVE | $27,254.91 |
| TASK D - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK E - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK F - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK G - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK H - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK I - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK J - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK K - LABOR | (A-10X) TASK DESCRIPTION | $0.00 |
| | **SUBTOTAL LABOR:** | **$95,542.44** |

**BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST**

| | | |
|---|---|---|
| TASK A - EXPENSES | (A-104) GRANT ADMINISTRATION | $146.25 |
| TASK B - EXPENSES | (A-104) CONSTRUCTION ADMINISTRATION | $1,543.28 |
| TASK C - EXPENSES | (A-105) RESIDENT PROJECT REPRESENTATIVE | $2,645.67 |
| TASK D - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK E - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK F - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK G - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK H - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK I - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK J - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| TASK K - EXPENSES | (A-10X) TASK DESCRIPTION | $0.00 |
| | **SUBTOTAL NON-SALARY DIRECT COSTS:** | **$4,335.20** |

**SUBCONSULTANTS OR SUBCONTRACTORS**

| | | | |
|---|---|---|---|
| (A-102) Quality Assurance Testing | PROVIDED BY: | S&ME | $18,950.00 |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | PROVIDED BY: | | |
| | **SUBTOTAL OF SUBCONSULTANTS:** | | **$18,950.00** |

| | |
|---|---|
| **TOTAL FEE:** | **$118,827.64** |

| | | | |
|---|---|---|---|
| PREPARED BY: | J. ANDREW SHOOK, P.E. | SPONSOR: | AARON CHURCH |
| TITLE: | PROJECT MANAGER | TITLE: | ROWAN COUNTY MANAGER |
| REPRESENTING: | TALBERT, BRIGHT & ELLINGTON, INC. | WBS NUMBER: | 36244.56.11.1 & 36237.42.17.1 |
| DATE: | 6/29/2023 | SIGNATURE: | |

AV Fee Estimate (AV-201) (Template Date: 10/2014)

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| TALBERT, BRIGHT & ELLINGTON | MAN-HOUR FEE ESTIMATE<br>MID-CAROLINA REGIONAL<br>TAXIWAY REHABILITATION<br>(CA/RPR) | DIVISION OF AVIATION<br>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION |
|---|---|---|

DATE: 5/19/2023

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

| TASK A | (A-104) GRANT ADMINISTRATION ASSISTANCE PHASE | Principal | Senior Project Manager | Project Manager | Senior Planner | Engineer 5 | Engineer 3 | Engineer 2 | Tech 5 | Admin 5 | RPR | Total Hours Per Task | Total Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task A.1 | Review EBS Project Request Record. Prepare Initial Budget from Work Authorization. Review and Identify Funding Sources. | | | | | | | | | | | 0 | $ - |
| Task A.2 | Prepare General Request For Aid (RFA) Requirements as Required by AV-101 Checklist (dated March 2019) to Include all AV Forms, Sketch of Project Area, Project Budget, MS Project Schedule, and Letter of Request from Sponsor. Coordinate Sponsor Approvals on Forms and Letter. Communicate with Sponsor, NCDOA-APM, NCDOA-GA for EBS RFA Readiness. Create File to Track Approval Progress of RFA. | | | 2 | | | | 5 | | | | 7 | $ 283.00 |
| Task A.3 | Finalize Budget and Sponsor Information in EBS for New RFA. Upload Signed Documentation. Coordinate w/Sponsor for PIN Approval of Application. | | | | | | | | | | | 0 | $ - |
| Task A.4 | Monitor, Track and Communicate as Necessary with NCDOT, DOA & Sponsor as Grant Application Progresses Through EBS approval phases. | | | | | | | | | | | 0 | $ - |
| Task A.5 | Provide Grant Administration Assistance Including Preparation of Reimbursement Claims in Accordance with AV-102 Checklist (dated July 2020) and Updates to Grant Budget. Assist NCDOA with Questions and Requests, etc. Provide Payment Verification and Documentation. | | | 4 | | | | 16 | | | | 20 | $ 752.00 |
| Task A.6 | Complete Quarterly Status Reports and Update Cash Flow Estimate as required | | | 1 | | | | 3 | | | | 4 | $ 157.00 |
| Task A.7 | Prepare Change Request for Grant # as Required by AV-102 Checklist (dated July 2019). Coordinate Sponsor Approvals on Forms and Letter. Communicate and Coordinate with Sponsor, NCDOA-APM, NCDOA-GA on Funding Sources and Grant Modification Submission. | | | 1 | | | | 4 | | | | 5 | $ 188.00 |
| Task A.8 | Grant Closeout Coordination with Sponsor and NCDOT-DOA | | | 2 | | | | 8 | | | | 10 | $ 376.00 |
| Task A.9 | | | | | | | | | | | | 0 | $ - |
| Task A.10 | | | | | | | | | | | | 0 | $ - |
| Task A.11 | | | | | | | | | | | | 0 | $ - |
| Task A.12 | | | | | | | | | | | | 0 | $ - |
| TOTAL MAN-HOURS | | 0 | 0 | 10 | 0 | 0 | 0 | 36 | 0 | 0 | 0 | 46 | |
| RAW LABOR COSTS PER HOUR | | $97.00 | $77.00 | $64.00 | $54.00 | $55.00 | $37.00 | $31.00 | $45.00 | $44.00 | $41.00 | | |
| TOTAL LABOR FEES (Without Multiplier) | | $0.00 | $0.00 | $640.00 | $0.00 | $0.00 | $0.00 | $1,116.00 | $0.00 | $0.00 | $0.00 | | $ 1,756.00 |
| | | | | | | | | TOTAL DIRECT LABOR COSTS: | | | | | $ 1,756.00 |
| | | | | | | | | STATE AUDITED OVERHEAD RATES: | | | | Apply Multiplier of: | 4.1019 |
| | | | | | | | | | | | | Overhead Subtotal: | $ 7,202.94 |
| | | | | | | | | PROFIT: | 11.00% | | | Profit: | + $ 792.32 |
| | | | | | | | | COST OF CAPITAL: | 0.000% | | | Capital Costs: | + $ - |
| TOTAL LABOR COSTS THIS TASK | | | | | | | | | | | | | $ 7,995.26 |

AV FeeEstimate (AV-201)

(Template Date: 05/2014)

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TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL
TAXIWAY REHABILITATION
(CA/RPR)

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 5/19/2023

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

| TASK B | (A-104) CONSTRUCTION ADMINISTRATION | Principal | Senior Project Manager | Project Manager | Senior Planner | Engineer 5 | Engineer 3 | Engineer 2 | Tech 5 | Admin 5 | RPR | Total Hours Per Task | Total Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task B.1 | Develop project scope/contract | 2 | 4 | | | 2 | | | | 4 | | 12 | $ 788.00 |
| Task B.2 | Project scope/contract revisions | 1 | 2 | | | 2 | | | | 2 | | 7 | $ 449.00 |
| Task B.3 | Prepare contract docs and RFC plans | | 1 | | | 4 | | | 8 | | | 13 | $ 657.00 |
| Task B.4 | Coordinate/conduct preconstruction conference | | 4 | | | 2 | | | | 4 | | 10 | $ 594.00 |
| Task B.5 | Preconstruction conference minutes | | 2 | | | | | | | 2 | | 4 | $ 242.00 |
| Task B.6 | Coordinate/conduct prepaving conference | | 2 | | | 2 | | | | 2 | | 6 | $ 352.00 |
| Task B.7 | Prepaving conference minutes | | 2 | | | | | | | 2 | | 4 | $ 242.00 |
| Task B.8 | Coordinate/review project schedule | | 2 | | | 4 | | | | | | 6 | $ 374.00 |
| Task B.9 | Coordinate/review submittals | | 8 | | | 8 | | 12 | | | | 28 | $ 1,428.00 |
| Task B.10 | Construction visits | | 8 | | | 4 | | | | | | 12 | $ 836.00 |
| Task B.11 | Construction observation reports | | 2 | | | 2 | | | | 10 | | 14 | $ 704.00 |
| Task B.12 | Review/coordinate field changes | 2 | 6 | | | 12 | | | 4 | | | 24 | $ 1,496.00 |
| Task B.13 | Construction correspondence | | 12 | | | 16 | | | | 8 | | 36 | $ 2,156.00 |
| Task B.14 | Review test results | | 4 | | | | | 8 | | | | 12 | $ 556.00 |
| Task B.15 | Process requests for partial payment | | 6 | | | | | | | 12 | | 18 | $ 990.00 |
| Task B.16 | Final Inspection/Punch List | | 8 | | | | | 8 | | | | 16 | $ 864.00 |
| Task B.17 | Develop record drawings | | 2 | | | | | | 8 | | | 10 | $ 514.00 |
| Task B.18 | | | | | | | | | | | | 0 | $ - |
| Task B.19 | | | | | | | | | | | | 0 | $ - |
| Task B.20 | | | | | | | | | | | | 0 | $ - |
| Task B.21 | | | | | | | | | | | | 0 | $ - |
| Task B.22 | | | | | | | | | | | | 0 | $ - |
| Task B.23 | | | | | | | | | | | | 0 | $ - |
| Task B.24 | | | | | | | | | | | | 0 | $ - |
| TOTAL MAN-HOURS | | 5 | 75 | 0 | 0 | 58 | 0 | 28 | 20 | 46 | 0 | 232 | |
| RAW LABOR COSTS PER HOUR | | $97.00 | $77.00 | $64.00 | $54.00 | $55.00 | $37.00 | $31.00 | $45.00 | $44.00 | $41.00 | | |
| TOTAL LABOR FEES (Without Multiplier) | | $485.00 | $5,775.00 | $0.00 | $0.00 | $3,190.00 | $0.00 | $868.00 | $900.00 | $2,024.00 | $0.00 | | $ 13,242.00 |

| | | | |
|---|---|---|---|
| TOTAL DIRECT LABOR COSTS: | | | $ 13,242.00 |
| STATE AUDITED OVERHEAD RATES: | | Apply Multiplier of: | 4.1019 |
| | | Overhead Subtotal: | $ 54,317.36 |
| PROFIT: | 11.00% | Profit: + | $ 5,974.91 |
| COST OF CAPITAL: | 0.00% | Capital Costs: + | $ - |
| TOTAL LABOR COSTS THIS TASK | | | $ 60,292.27 |

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TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL
TAXIWAY REHABILITATION
(CA/RPR)

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 5/19/2023

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

| TASK C | (A-105) RESIDENT PROJECT REPRESENTATIVE | Principal | Senior Project Manager | Project Manager | Senior Planner | Engineer 5 | Engineer 3 | Engineer 2 | Tech 5 | Admin 5 | RPR | Total Hours Per Task | Total Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task C.1 | Project review/Preconstruction Conference | | | | | | | | | | 4 | 4 | $ 164.00 |
| Task C.2 | On site inspection | | | | | | | | | | 100 | 100 | $ 4,100.00 |
| Task C.3 | Final inspection | | | | | | | | | | 6 | 6 | $ 246.00 |
| Task C.4 | Follow up inspection-Punchlist Items | | | | | | | | | | 36 | 36 | $ 1,476.00 |
| Task C.5 | | | | | | | | | | | | 0 | $ - |
| Task C.6 | | | | | | | | | | | | 0 | $ - |
| Task C.7 | | | | | | | | | | | | 0 | $ - |
| Task C.8 | | | | | | | | | | | | 0 | $ - |
| Task C.9 | | | | | | | | | | | | 0 | $ - |
| Task C.10 | | | | | | | | | | | | 0 | $ - |
| Task C.11 | | | | | | | | | | | | 0 | $ - |
| Task C.12 | | | | | | | | | | | | 0 | $ - |
| Task C.13 | | | | | | | | | | | | 0 | $ - |
| Task C.14 | | | | | | | | | | | | 0 | $ - |
| Task C.15 | | | | | | | | | | | | 0 | $ - |
| Task C.16 | | | | | | | | | | | | 0 | $ - |
| Task C.17 | | | | | | | | | | | | 0 | $ - |
| Task C.18 | | | | | | | | | | | | 0 | $ - |
| Task C.19 | | | | | | | | | | | | 0 | $ - |
| Task C.20 | | | | | | | | | | | | 0 | $ - |
| Task C.21 | | | | | | | | | | | | 0 | $ - |
| Task C.22 | | | | | | | | | | | | 0 | $ - |
| Task C.23 | | | | | | | | | | | | 0 | $ - |
| Task C.24 | | | | | | | | | | | | 0 | $ - |
| TOTAL MAN-HOURS | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 146 | 146 | |
| RAW LABOR COSTS PER HOUR | | $97.00 | $77.00 | $64.00 | $54.00 | $55.00 | $37.00 | $31.00 | $45.00 | $44.00 | $41.00 | | |
| TOTAL LABOR FEES (Without Multiplier) | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $5,986.00 | | $ 5,986.00 |

| | | | |
|---|---|---|---|
| TOTAL DIRECT LABOR COSTS: | | | $ 5,986.00 |
| STATE AUDITED OVERHEAD RATES: | | Apply Multiplier of: | 4.1019 |
| | | Overhead Subtotal: | $ 24,553.97 |
| PROFIT: | 11.00% | Profit: + | $ 2,700.94 |
| COST OF CAPITAL: | 0.00% | Capital Costs: + | $ - |
| TOTAL LABOR COSTS THIS TASK | | | $ 27,254.91 |

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| TBE | MAN-HOUR FEE ESTIMATE<br>MID-CAROLINA REGIONAL AIRPORT<br>TAXIWAY REHAB (CA/RPR) | DIVISION OF AVIATION<br>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION |
|---|---|---|

5/19/2023

**BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST**
**(A-104) GRANT ADMINISTRATION**

**GENERAL PROJECT WORK:**

| | QTY | DESCRIPTION | | | UNIT COST | |
|---|---|---|---|---|---|---|
| **Travel:** | | | | | | |
| Personal Mileage | 0 | Trip(s) in Sedan @ | 106 | miles @ | $0.655 | $0.00 |
| | 0 | Trip(s) in Carry-All @ | 0 | miles @ | $0.675 | $0.00 |
| Per Diem: | 0 | Breakfast | | each | $9.00 | $0.00 |
| | 0 | Lunch | | each | $11.80 | $0.00 |
| | 0 | Dinner | | each | $20.50 | $0.00 |
| | 0 | Day | | each | $41.30 | $0.00 |
| | 0 | Lodging | | each | $85.00 | $0.00 |
| | 0 | Incidental Expenses | | each | $5.00 | $0.00 |
| Rental Car | 0 | Sedan | | | $50.00 | $0.00 |
| | 0 | Mileage for Rental Car Only | | miles @ | $0.20 | $0.00 |
| Airfare | 0 | Flight Origin/Destination & Rate: | | each | $250.00 | $0.00 |
| **Reproduction:** | 200 | 8 1/2 x 11 B & W Copies | | each | $0.09 | $18.00 |
| | 25 | 11 x 17 B & W Copies | | each | $0.15 | $3.75 |
| | 100 | 8 1/2 x 11 Color Copies | | each | $0.83 | $83.00 |
| | 25 | 11 x 17 Color Copies | | each | $1.66 | $41.50 |
| | 0 | 24 x 36 B & W Copies | | each | $2.52 | $0.00 |
| | 0 | 24 x 36 Color Copies | | each | $8.62 | $0.00 |
| **Shipping / Posta** | 0 | Express Shipping | | each | $20.00 | $0.00 |
| | 0 | USPS Postage | | each | $5.00 | $0.00 |
| | | | | | **Subtotal** | **$146.25** |

**MISCELLANEOUS DIRECT EXPENSES:**

| ITEM | QTY | DESCRIPTION | | UNIT | UNIT COST | |
|---|---|---|---|---|---|---|
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | **Subtotal** | **$0.00** |
| | | | | | **TOTAL:** | **$146.25** |

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| TBE | MAN-HOUR FEE ESTIMATE<br>MID-CAROLINA REGIONAL AIRPORT<br>TAXIWAY REHAB (CA/RPR) | DIVISION OF AVIATION<br>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION |
|---|---|---|

5/19/2023

**BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST**
**(A-104) CONSTRUCTION ADMINISTRATION**

**GENERAL PROJECT WORK:**

| | QTY | DESCRIPTION | | | UNIT COST | |
|---|---|---|---|---|---|---|
| **Travel:** | | | | | | |
| Personal Mileage | 6 | Trip(s) in Sedan @ | 106 | miles @ | $0.655 | $416.58 |
| | 0 | Trip(s) in Carry-All @ | 0 | miles @ | $0.675 | $0.00 |
| Per Diem: | 0 | Breakfast | | each | $9.00 | $0.00 |
| | 0 | Lunch | | each | $11.80 | $0.00 |
| | 0 | Dinner | | each | $20.50 | $0.00 |
| | 0 | Day | | each | $41.30 | $0.00 |
| | 0 | Lodging | | each | $85.00 | $0.00 |
| | 0 | Incidental Expenses | | each | $5.00 | $0.00 |
| Rental Car | 0 | Sedan | | | $50.00 | $0.00 |
| | 0 | Mileage for Rental Car Only | | miles @ | $0.20 | $0.00 |
| Airfare | 0 | Flight Origin/Destination & Rate: | | each | $250.00 | $0.00 |
| **Reproduction:** | 2400 | 8 1/2 x 11 B & W Copies | | each | $0.09 | $216.00 |
| | 50 | 11 x 17 B & W Copies | | each | $0.15 | $7.50 |
| | 100 | 8 1/2 x 11 Color Copies | | each | $0.83 | $83.00 |
| | 25 | 11 x 17 Color Copies | | each | $1.66 | $41.50 |
| | 160 | 24 x 36 B & W Copies | | each | $2.52 | $403.20 |
| | 25 | 24 x 36 Color Copies | | each | $8.62 | $215.50 |
| **Shipping / Posta** | 6 | Express Shipping | | each | $20.00 | $120.00 |
| | 8 | USPS Postage | | each | $5.00 | $40.00 |
| | | | | | **Subtotal** | **$1,543.28** |

**MISCELLANEOUS DIRECT EXPENSES:**

| ITEM | QTY | DESCRIPTION | | UNIT | UNIT COST | |
|---|---|---|---|---|---|---|
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | **Subtotal** | **$0.00** |
| | | | | | **TOTAL:** | **$1,543.28** |

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

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| TBE | MAN-HOUR FEE ESTIMATE<br>MID-CAROLINA REGIONAL AIRPORT<br>TAXIWAY REHAB (CA/RPR) | DIVISION OF AVIATION<br>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION |
|---|---|---|

5/19/2023

**BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST**
**(A-105) RESIDENT PROJECT REPRESENTATIVE**

**GENERAL PROJECT WORK:**

| | QTY | DESCRIPTION | | | UNIT COST | |
|---|---|---|---|---|---|---|
| **Travel:** | | | | | | |
| Personal Mileage | 9 | Trip(s) in Sedan @ | 106 | miles @ | $0.655 | $624.87 |
| | 0 | Trip(s) in Carry-All @ | 0 | miles @ | $0.675 | $0.00 |
| Per Diem: | 0 | Breakfast | | each | $9.00 | $0.00 |
| | 0 | Lunch | | each | $11.80 | $0.00 |
| | 0 | Dinner | | each | $20.50 | $0.00 |
| | 16 | Day | | each | $41.30 | $660.80 |
| | 16 | Lodging | | each | $85.00 | $1,360.00 |
| | 0 | Incidental Expenses | | each | $5.00 | $0.00 |
| Rental Car | 0 | Sedan | | | $50.00 | $0.00 |
| | 0 | Mileage for Rental Car Only | | miles @ | $0.20 | $0.00 |
| Airfare | 0 | Flight Origin/Destination & Rate: | | each | $250.00 | $0.00 |
| **Reproduction:** | 0 | 8 1/2 x 11 B & W Copies | | each | $0.09 | $0.00 |
| | 0 | 11 x 17 B & W Copies | | each | $0.15 | $0.00 |
| | 0 | 8 1/2 x 11 Color Copies | | each | $0.83 | $0.00 |
| | 0 | 11 x 17 Color Copies | | each | $1.66 | $0.00 |
| | 0 | 24 x 36 B & W Copies | | each | $2.52 | $0.00 |
| | 0 | 24 x 36 Color Copies | | each | $8.62 | $0.00 |
| **Shipping / Posta** | 0 | Express Shipping | | each | $20.00 | $0.00 |
| | 0 | USPS Postage | | each | $5.00 | $0.00 |
| | | | | | **Subtotal** | **$2,645.67** |

**MISCELLANEOUS DIRECT EXPENSES:**

| ITEM | QTY | DESCRIPTION | | UNIT | UNIT COST | |
|---|---|---|---|---|---|---|
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | **Subtotal** | **$0.00** |
| | | | | | **TOTAL:** | **$2,645.67** |

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

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## Estimate of Probable Cost
### QA Testing Services
### Mid-Carolina Regional Airport Taxiway Rehab
### Salisbury, North Carolina
### S&ME Proposal No. 213614 Revision I

**General Information and Assumptions**

- Based on general review of project drawings provided
- Prepared based on the assumption the contractor will pave 10 days
- Scope of Services includes P-401 testing as the asphalt plant
- Estimate includes portal to portal travel time of 1 hours

| 1 P-401 Asphalt Testing | Qty | UOM | Rate | Cost |
|---|---|---|---|---|
| - Assume 10 visits to perform laboratory testing of P-401 at 14 hours per visit | | | | |
| A Senior Engineering Technician, Regular Time | 80 | hours | $90.00 | $7,200.00 |
| B Senior Engineering Technician, Overtime | 60 | hours | $135.00 | $8,100.00 |
| C Trip Charge (mileage, truck and equipment charge) | 5 | each | $90.00 | $450.00 |
| | | | **Subtotal:** | **$15,750.00** |

| 2 Project Management and Administration | Qty | UOM | Rate | Cost |
|---|---|---|---|---|
| Tasks will include site visits, meetings, general project management, report review by a Professional Engineer, and reporting. | | | | |
| A Project Professional | 12 | hours | $150.00 | $1,800.00 |
| B Senior Professional | 5 | hours | $215.00 | $1,075.00 |
| C Administrative Support | 5 | hours | $65.00 | $325.00 |
| | | | **Subtotal:** | **$3,200.00** |

**Total Opinion of Probable Cost for Base Bid: $18,950.00**

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# APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT

**CONTRACT**

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

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

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

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

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

## GENERAL

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

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

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## SECTION I – BASIC SERVICES

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

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.

2. Advise **OWNER** as to the necessity of **OWNER**'s providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.

3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.

4. Prepare preliminary cost estimate for the Project.

5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.

6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.

7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.

8. Assist the **OWNER** in obtaining financing for project.

9. Perform additional work as described and required by the work authorizations.

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

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.

2. Prepare an **ENGINEER**'s report in accordance with FAA criteria, which shall include but not necessarily be limited to:

   a. An analysis and reasons for the design choices;
   b. An analysis of the manner in which the work will be accomplished; and
   c. A project cost estimate based upon the final design.

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3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).

4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.

5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals and permits.

6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.

7. Perform additional work as described and required by work authorizations.

C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:

1. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.

2. Assistance in preparation of formal contract documents for the award of construction contract.

3. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.

4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such

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

5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

6. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.

7. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.

8. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.

9. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not

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

10. Prepare **OWNER**'s applications for partial and final payments for submission to government agencies.

11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.

12. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.

13. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

## SECTION II – SPECIAL SERVICES

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

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

A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.

C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.

D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.

E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.

F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.

G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.

H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.

I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.

J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER**'s control.

K. Providing renderings or models for **OWNER**'s use.

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L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.

M. Additional or extended services during construction made necessary by:

1. Work damaged by fire or other cause during construction.
2. A significant amount of defective or neglected work of Contractor(s).
3. Prolongation of the contract time of any prime contract by more than ten (10) days.
4. Acceleration of the process schedule involving services beyond normal working hours.
5. Default by Contractor(s).
6. The furnishing of a resident project representative other than an employee of the **ENGINEER**.

N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.

O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

## SECTION III – RESPONSIBILITIES OF THE OWNER

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

A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.

B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.

C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.

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D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.

E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.

F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

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

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

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

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

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

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

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

1. Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as **ENGINEER**'s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER**'s liaison with Contractor when Contractor's operations affect **OWNER**'s on-site operations; and

   b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.

4. Shop Drawings and Samples:

   a. Record date of receipt of shop drawings and samples;

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b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and

c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the ENGINEER has not accepted the submittal.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

   a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;

   b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;

   c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.

6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER**. Transmit to Contractor decisions as issued by **ENGINEER**.

8. Records:

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and

   b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed

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

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

9. Reports:

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

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

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

12. Completion:

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

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

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.

2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

6. Accept shop drawing or sample submittals from anyone other than Contractor.

7. Authorize **OWNER** to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

## SECTION V – PAYMENT OF SERVICES

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

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

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

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

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

2. Lump Sum: For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.

B. **Terms and Conditions:** The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER**'s office, at the site of the Project, or travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.

3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

C. **Payment Schedules:**

1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

## SECTION VI – MISCELLANEOUS PROVISIONS

A. **Estimates:** Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.

B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER**'s control and when requested or authorized by the

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

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

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.

2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services:**

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.

2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.

3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.

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

F. **Termination:**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:

   a. Not less than ten (10) calendar days written notice of intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.

5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement

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

G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.

H. **Professional Liability: ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to $1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. **Audit: Access to Records:**

1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.

J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the **OWNER** or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the **OWNER** shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the **OWNER** to enter into such litigation to protect the interests of

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

K. **Minority Business Enterprise (MBE) Assurances:**

1. Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract.

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

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

| **OWNER**: | **ENGINEER**: |
|---|---|
| ROWAN COUNTY | TALBERT, BRIGHT & ELLINGTON, INC. |
| BY: | BY: |
| TITLE: County Manager | TITLE: Vice President |
| DATE: 4-1-2019 | DATE: 3/28/19 |
| WITNESS: Leslie E. Heidrick | WITNESS: Susan P. Sigmon |
| ADDRESS:<br>130 West Innes Street<br>Salisbury, NC 28144 | ADDRESS:<br>3525 Whitehall Park Drive<br>Suite 210<br>Charlotte, NC 28273 |

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

Leslie E. Heidrick
FINANCE DIRECTOR

**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, Alyssa Harris, Public Health Director
**DATE:** 8/7/2023
**SUBJECT:** Sole-Source - Rowan-Salisbury School System FY24

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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

North Carolina DHHS-DCFW Program provides AA803 School Nurse Funding Initiative in the amount of $100,000 annually for the purpose of improving the school nurse to student ratio in the school district to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ two nationally certified school nurses or registered nurses working toward national certification, to work full time in Rowan-Salisbury Schools and enhance the local capacity to provide basic health services to students.

The current contract will expire June 30, 2023. The Health Department is requesting to continue utilizing the services of Rowan-Salisbury School System and approve the new contract, beginning July 1, 2023, and expiring June 30, 2024, not to exceed $100,000.

Attached are the contract with Rowan Salisbury School System and the addendum from the DCFW Program.

**Recommendation:**
Board of Commissioners to approve the sole source for Rowan-Salisbury School System and authorize the Public Health Department Director to approve the contract with Rowan-Salisbury School System in the amount not to exceed $100,000.

**ATTACHMENTS:**
1. Contract
2. Addendum

**Contract for School Health Nursing Services**
**Between the**
**County of Rowan and Rowan-Salisbury School System**
**June 1, 2023 - May 31, 2024**

This agreement between the Rowan County Health Department, hereinafter referred to as the "Department", and the Rowan-Salisbury School System (sub-contractor), hereinafter referred to as the "School", is entered into for the purpose of providing school nursing (SNFI) services to the students of the Rowan-Salisbury School System.

**Whereas:** Both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being, and readiness to learn of all students in Rowan-Salisbury Schools; and,

**Whereas:** Both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system; and,

**Whereas:** Both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) is a useful step toward the goal of having a nurse to student ratio that is consistent with the national standard, and improves access to basic health services for all students served; and

**Whereas:** Both the Department and the School mutually agree to continue to provide school nursing services as specified in the annually developed Contract between Rowan County Health Department and Rowan-Salisbury School System.

**THEREFORE:** In consideration of the following mutual covenants/conditions and any sums to be paid, the Department and the School agree as follows:

**The Department agrees:**

1. To provide funds not to exceed $100,000 to the sub-contractor for the purpose of supporting two nationally certified school nurse(s) or registered nurse(s) working toward school nursing certification for the 2023-2024 school year.
2. To pay funds monthly upon submission of an invoice that specifies personnel and other allowable costs and the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the succeeding invoice or soon thereafter.
3. To assure payment for funds is used only for personnel costs (salary and fringe) and continuing education costs up to $750 per SNFI position.
4. To participate in the Rowan-Salisbury School Health Advisory Council.
5. To collaborate with the School to include the School Health Nurses in emergency/disaster preparedness trainings, and to include information on the school health nurse role in a public health emergency and sheltering situation.
6. To collaborate with the School in providing communicable disease control and prevention

measures in the school system. This will include immunization events in an effort to have all students meet the Department of Public Health requirements for childhood vaccinations.

**The Sub-Contractor agrees:**

1. To provide a detailed budget to the Division of Public Health Regional School Health Nursing Consultant, Kim Richau, by September 1, 2023.
2. To utilize funds not to exceed $100,000 for the purpose of supporting two nationally certified school nurse(s) or registered nurse(s) working toward school nurse certification for the 2023-2024 school year.
3. This certification must be completed no later than three years after employment as a school nurse. The School will submit a certification plan within 30 days of hire and will update the plan at least twice annually until the nurse is certified.
4. To complete, sign, and submit an annual written Work Plan to assure the provision of identified basic health services.
5. To provide direct nursing services to students within one or more schools following the scope of work in Attachment II.
6. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
7. To provide adequate space, computer equipment, supplies and travel reimbursement for the designated position through other funds at the same level as provided to other school nurses supported by the Department or the Sub-Contractor.
8. To inform the Division of Public Health Regional School Health Nursing Consultant of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
9. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
10. To provide supervision of the SNFI nurses according to the Division of Public Health Regional School Health Nursing Consultant.
11. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions, and for all nurses employed directly by the Sub-Contractor but functioning under the direction of this contract.
12. To only use funds for salary, fringe, and to support continuing education and required school nurse training.
13. To assure that these funds will not supplant existing funds supporting school nurse positions.
14. To assure that the SNFI nursing positions will be allowed to assist the Department for local public health emergencies during state FY 2023-2024. The school health nurses may be called upon anytime to help the Department in a public health emergency which may include, but is not limited to, outbreak investigations, staffing mass dispensing or immunization clinics, providing disaster relief, sheltering, or other incidents that may arise.
15. To assure that services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the NC Board of Nursing.
16. To assure that services are provided in a culturally sensitive manner.
17. To assure that services are provided in adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family educational Rights and Privacy Act), as applicable. Where HIPPA and FERPA may appear to conflict, FERPA shall be followed in regard to records that become a part of the student's educational records.
18. To assure maintenance, storage, destruction, and archiving of student health records per FERPA and the NC Division of Cultural Resources, Records Retention and Disposition Schedule

This contract shall be in effect for the period July 1, 2023 through June 30, 2024 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon 60 days written notice.

Alyssa Harris, Health Director
Rowan County Health Department

Date: 06/30/2023

Dr. Kelly Withers
Rowan-Salisbury Schools Superintendent

Date: 6/26/23

(This instrument has been pre-audited in the manner required by the Local Government Budget andFiscal Control Act)

Anna Bumgarner
County Finance Officer

Date: _____

Pam York
School Finance Officer

Date: 6/26/23

## Attachment I

# Assurances

(To be signed by the Superintendent of the Local Education Agency or other Sub-Contractor CEO)

| | Initials |
|---|---|
| Assure that these contracted funds will not be used to supplant existing federal, state, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses. | |
| Assure that school nurses will be allowed to participate in required trainings. | |

**Attachment II**
**Scope of Work**

**Purpose:**

The purpose of the contract is to improve the school nurse to student ratio in the School District in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

1. Employ two nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.
2. Submit an annual written work plan for each school nurse, no later than one month from hire date to the Division of Public Health Regional School Health Nursing Consultant.
   a. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
      i. Preventing and responding to communicable disease outbreaks;
      ii. Developing and implementing plans for emergency medical assistance for students and staff;
      iii. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
      iv. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
      v. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
      vi. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.
   b. As required by HB 200 SL 2011-145 Section 10.22 (b): School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:
      i. Serve as coordinator of the health services program and provide nursing care;
      ii. Provide health education to students, staff, and parents;
      iii. Identify health and safety concerns in the school environment and promote a nurturing school environment;
      iv. Support healthy food services programs;
      v. Promote healthy physical education, sports policies, and practices;
      vi. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
      vii. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
      viii. Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
      ix. Be available to assist the county health department during a public health emergency.
   c. The plan shall also outline the steps the nurse(s) will take toward completing degree and certification requirements, if not already certified, no later than three years from the date of employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the work plan, scheduled by January 31, 2024 (if hired at start of school year) or by a date to be determined by the DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report to the DPH Regional School Health Nursing Consultant that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report of data will be provided by the DPH Regional School Health Nursing Consultant to the sub-contractor in September of each school year. The link to the online report will be provided by the Regional School Health Nurse Consultant to each SNFI nurse in the spring. The report is due from each individual SNFI nurse no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH Regional School Health Nursing Consultant.

# Division of Child and Family Well-Being
# Agreement Addendum
# FY 23-24



Rowan County Public Health
**Local Health Department Legal Name**

Whole Child Health/School, Adolescent and Child Health
**DCFW Section / Unit Name**

803 School Nurse Funding Initiative
**Activity Number and Description**

Jenifer Simone (919) 218-1095
Jenifer.Simone@dhhs.nc.gov
**DCFW Program Contact**
(name, phone number, and email)

06/01/2023 – 05/31/2024
**Service Period**

**DCFW Program Signature** **Date**
(only required for a negotiable Agreement Addendum)

07/01/2023 – 06/30/2024
**Payment Period**

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

**I. <u>Background</u>:**

The mission of the North Carolina Division of Child and Family Well-Being includes the development and promotion of programs and services that protect and enhance the health of children. According to the Centers for Disease Control and Prevention (CDC), the academic success of America's youth is strongly linked with their health. Health-related factors such as hunger, physical and emotional abuse, chronic illness, and deficits in vision and hearing can lead to poor school performance. Health-risk behaviors such as early sexual initiation, violence, and physical inactivity also are consistently linked to poor grades and test scores, and lower educational attainment. In turn, academic success is an excellent indicator for the overall well-being of youth and a primary predictor and determinant of adult health outcomes. Leading national education organizations recognize the close relationship between health and education, as well as the need to foster health and well-being within the educational environment for all students. Scientific reviews have documented that school health programs can have positive effects on educational outcomes, as well as health-risk behaviors and health outcomes.

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in minimizing the effects of chronic health conditions including obesity, diabetes and other chronic health conditions that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

Health Director Signature (use blue ink or verifiable digital signature) Date 03/14/2023

| LHD to complete: [For DCFW to contact in case follow-up information is needed.] | LHD program contact name: Angela Worley |
|---|---|
| | Phone and email address: (704) 216-8811; angela.worley@rowancountync.gov |

**Signature on this page signifies you have read and accepted all pages of this document.**

**II. Purpose:**

This Agreement Addendum improves the school nurse to student ratio in the school district to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ one or more nationally certified school nurses or registered nurses working toward national certification, to work full time in local schools and enhance the local capacity to provide basic health services to students.

The long-term program outcome is for Rowan-Salisbury Schools to decrease the nurse to student ratio from 1: 1,265 (at most) to 1: 1,106 to have a positive impact on improving children's health and their readiness to learn. The short-term and/or interim outcomes are to reduce the nurse to student ratio in Rowan-Salisbury Schools from 1: 1,265 to 1: 1,106 and to improve access to basic health services for 100% of students served.

**III. Scope of Work and Deliverables:**

The Local Health Department shall:

1. Engage in the work defined under this Agreement Addendum for approximately 2,213 students (per local educational agency [LEA] ratio).
2. **Employ or assure the employment of nationally certified school nurses** or registered nurses working toward national certification, in the quantity listed in the table below, to work full time as school nurses consistent with the requirements of the School Nurse Funding Initiative (SNFI):

| School Nurse Assignment | # SNFI Nurses |
|---|---|
| Rowan-Salisbury Schools | 2 |

   a. Notify the DCFW Regional School Health Nurse Consultant (RSHNC) within four working days if a SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DCFW.

   b. Submit to the RSHNC, within 30 days of a position being made vacant, a recruitment plan for any SNFI nurse position that is vacated during the service period of this Agreement Addendum.

   c. Notify the RSHNC within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DCFW RSHNC during the service period of the Agreement Addendum. This notification must include all items listed on the form, including information about nursing education and certification.

   d. Upon hiring, assure that those nurses hired into SNFI school nurse positions are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.

   e. Assure that SNFI nurses employed through this Agreement Addendum will be supported at the same level as other school nurses in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.

   f. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.

   g. Provide notification to the RSHNC, within four working days, should a change in local school nurse full-time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.

3. Assure implementation of an **annual work plan for each SNFI nurse**, consistent with the Scope of Work requirements.
   a. The work plan shall address the delivery of basic health services, including activities, strategies, and goals within, but not limited to, the following areas:
      1. Preventing and responding to communicable disease outbreaks.
      2. Developing and implementing plans for emergency medical assistance for students and staff.
      3. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs.
      4. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service.
      5. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals.
      6. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments, Immunization Status Reports, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b), assure that school nurses funded by the School Nurse Funding Initiative (SNFI) do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all the following with respect to school health programs:

7. Serve as coordinator of the health services program in their assigned schools and provide nursing care.
8. Provide health education to students, staff, and parents.
9. Identify health and safety concerns in the school environment and promote a nurturing school environment.
10. Support healthy food services programs.
11. Promote healthy physical education, sports policies, and practices.
12. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
13. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
14. Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
15. Be available to assist the county health department during a public health emergency.

   b. The work plan shall also outline the certification plan the SNFI nurses will use toward completing degree and certification requirements, if not already certified. It shall describe the plan to achieve certification, including timelines for achieving education and certification goals. This certification plan must be updated at least twice annually and show progress towards the goals. The SNFI nurses must be certified no later than three years from the date of employment as a school nurse in North Carolina.

4. Assure that every newly hired SNFI nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in **continuing education**, at the same level of cost reimbursement provided to other professional school employees. Up to $750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The SNFI nurses must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If any SNFI nurse has previously attended that workshop, assure that the SNFI nurse will be allowed to participate in other related training such as a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference

5. Assure that the **Memorandum of Agreement that exists between all health departments and LEAs** clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurses is an allowable use of their time and states the way SNFI nurses are to be made available to assist the Local Health Department during a public health emergency. The following should be addressed for emergency and disaster preparedness and response:
   a. Areas of responsibility and oversight
   b. Liability issues
   c. Training for specific roles in emergencies
   d. Periodic assessment and evaluation of emergency plans
   e. School nurses' roles and responsibilities during emergency and disaster response

6. Collaborate with the School Health Nurse Consultants on DCFW initiatives to help implementation at the local level (e.g., school nurse care management, immunization initiatives).

## IV. Performance Measures / Reporting Requirements:

1. Performance Measures:
   a. Employ or assure the employment of nationally certified school nurses or registered nurses to work full time as school nurses consistent with the requirements of the SNFI in the assigned LEA.
   b. Assure completion of an annual work plan consistent with program requirements for each SNFI Nurse which will be reviewed with the RSHNC during monitoring activities throughout the year.

2. Reporting Requirements:
   a. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public-School Health Services. The data must be provided to the LEA in time for the LEA to include that data in its report submitted to the RSHNC prior to the end of the academic year.

## V. Performance Monitoring and Quality Assurance:

1. The DCFW Regional School Health Nurse Consultant (RSHNC) will monitor the Local Health Department's performance by:
   a. Conducting annual site visits to monitor work plan progress for each SNFI nurse.
   b. Reviewing expenditures quarterly to assure that funds are spent according to the funding restrictions indicated in Section VI, Paragraph 2.
   c. Monitoring vacancies, recruitment, hiring, and certification status or progress towards certification throughout the school year

d. Maintaining contact, no less than twice a year (by email, phone, and on-site) with the Local Health Department in order to review its progress on Agreement Addendum deliverables.

e. Scope of Work and Deliverables, as outlined in this Agreement Addendum, will be monitored via reported work plan progress, including certification for non-certified school nurses during annual site visits by the RSHNC.

2. The RSHNC will prepare an annual monitoring report and a copy of it will be made available to the Local Health Director. If this report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, DCFW may take action resulting in cessation of funding and termination of the Agreement Addendum.

3. The Local Health Department shall adhere to the following service quality measures for this Agreement Addendum:

a. Service is provided by nationally certified school nurses. If the nurses hired with these funds are not nationally certified, service is provided by registered nurses working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.

b. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by the National Association of School Nurses.

c. Services are provided in a culturally sensitive manner.

d. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records defined as a part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

## VI. <u>Funding Guidelines or Restrictions</u>:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be

sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. The Local Health Department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.

**DPH-Aid-To-Counties** **For Fiscal Year: 23/24** **Budgetary Estimate Number : 0**

| Activity 803<br><br>Service Period<br><br>Payment Period | | AA | 1271<br>5358<br>AP<br><br>06/01-05/31<br><br>07/01-06/30 | Total Allocated | 1332<br>5358<br>00<br><br>06/01-05/31<br><br>07/01-06/30 | Total Allocated | Proposed Total | New Total |
|---|---|---|---|---|---|---|---|---|
| 01 Alamance | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| D1 Albemarle | * | 0 | 102,880 | $0.00 | 347,120 | $0.00 | 450,000 | 450,000 |
| 02 Alexander | * | 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 04 Anson | | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| D2 Appalachian | * | 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 07 Beaufort | * | 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 09 Bladen | * | 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 10 Brunswick | * | 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 11 Buncombe | * | 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 12 Burke | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 13 Cabarrus | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 14 Caldwell | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 16 Carteret | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 17 Caswell | * | 0 | 0 | $0.00 | 200,000 | $0.00 | 200,000 | 200,000 |
| 18 Catawba | * | 0 | 0 | $0.00 | 200,000 | $0.00 | 200,000 | 200,000 |
| 19 Chatham | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 20 Cherokee | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 22 Clay | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 23 Cleveland | * | 0 | 0 | $0.00 | 200,000 | $0.00 | 200,000 | 200,000 |
| 24 Columbus | * | 0 | 0 | $0.00 | 400,000 | $0.00 | 400,000 | 400,000 |
| 25 Craven | | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 26 Cumberland | * | 0 | 0 | $0.00 | 189,406 | $0.00 | 189,406 | 189,406 |
| 28 Dare | | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 29 Davidson | * | 0 | 0 | $0.00 | 400,000 | $0.00 | 400,000 | 400,000 |
| 30 Davie | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 31 Duplin | | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 32 Durham | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 33 Edgecombe | * | 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| D7 Foothills | * | 0 | 0 | $0.00 | 400,000 | $0.00 | 400,000 | 400,000 |
| 34 Forsyth | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 35 Franklin | * | 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 36 Gaston | * | 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 38 Graham | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D3 Gran-Vance | * 0 | 0 | $0.00 | 200,000 | $0.00 | 200,000 | 200,000 |
| 40 Greene | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 41 Guilford | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 42 Halifax | * 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 43 Harnett | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 44 Haywood | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 45 Henderson | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 47 Hoke | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 48 Hyde | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 49 Iredell | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 50 Jackson | * 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 51 Johnston | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 52 Jones | * 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 53 Lee | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 54 Lenoir | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 55 Lincoln | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 56 Macon | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 57 Madison | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| D4 M-T-W | * 0 | 0 | $0.00 | 200,000 | $0.00 | 200,000 | 200,000 |
| 60 Mecklenburg | * 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 62 Montgomery | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 63 Moore | * 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 64 Nash | * 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 65 New Hanover | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 66 Northampton | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 67 Onslow | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 68 Orange | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 69 Pamlico | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 71 Pender | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 73 Person | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 74 Pitt | * 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 75 Polk | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 76 Randolph | * 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 77 Richmond | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 78 Robeson | * 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 79 Rockingham | * 0 | 0 | $0.00 | 200,000 | $0.00 | 200,000 | 200,000 |
| 80 Rowan | * 0 | 0 | $0.00 | 100,000 | $0.00 | 100,000 | 100,000 |
| 82 Sampson | * 0 | 0 | $0.00 | 400,000 | $0.00 | 400,000 | 400,000 |
| 83 Scotland | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 84 Stanly | * 0 | 50,000 | $0.00 | 50,000 | $0.00 | 100,000 | 100,000 |
| 85 Stokes | * 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 86 Surry | * | 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 87 Swain | | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| D6 Toe River | * | 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 88 Transylvania | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 90 Union | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 92 Wake | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 93 Warren | * | 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 96 Wayne | * | 0 | 0 | $0.00 | 250,000 | $0.00 | 250,000 | 250,000 |
| 97 Wilkes | * | 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 98 Wilson | * | 0 | 0 | $0.00 | 150,000 | $0.00 | 150,000 | 150,000 |
| 99 Yadkin | * | 0 | 0 | $0.00 | 50,000 | $0.00 | 50,000 | 50,000 |
| 00 Yancey | | | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| Totals | | | 152,880 | 0 | 11,636,526 | 0 | 11,789,406 | 11,789,406 |

| | |
|---|---|
| Sign and Date - Entered by DCFW Program Staff<br>DocuSigned by:<br>Marilyn Suitt 03/07/23 \| 2:13 PM EST | Sign and Date - Approved by DCFW Program Admin<br>DocuSigned by:<br>Marcia Fort 03/07/23 \| 4:31 PM EST |
| Sign and Date - Approved by DCFW Budget Admin<br>DocuSigned by:<br>Lisa Rogers 03/07/23 \| 5:17 PM EST | Sign and Date - Approved by DCFW Budget Sup<br>DocuSigned by:<br>Alexia Forte 03/07/23 \| 5:49 PM EST |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **803** **School Nurse Funding Initiative**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.994** Maternal and Child Health Block Grant

Is award R&D?: no FAIN: **B0447436** IDC rate: n/a Fed awd total amt: $9,312,791

Fed award project description: Maternal and Child Health Services Block Grant to the States

Fed awd date + awarding agency: 02-07-23 HHS, Health Resources and Services Administration

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|
| Alamance | F5VHYUU13NC5 | | |
| Albemarle | WAAVS51PNMK3 | $ 102,880 | $ 102,880 |
| Alexander | XVEEJSNY7UX9 | | |
| Anson | PK8UYTSNJCC3 | | |
| Appalachian | CD7BFHB8W539 | | |
| Beaufort | RN1SXFD4LXN6 | | |
| Bladen | TLCTJWDJH1H9 | | |
| Brunswick | MJBMXLN9NJT5 | | |
| Buncombe | W5TCDKMLHE69 | | |
| Burke | G855APCNL591 | | |
| Cabarrus | RXDXNEJKJFU7 | | |
| Caldwell | HL4FGNJNGE97 | | |
| Carteret | UC6WJ2MQMJS8 | | |
| Caswell | JDJ7Y7CGYC86 | | |
| Catawba | GYUNA9W1NFM1 | | |
| Chatham | KE57QE2GV5F1 | | |
| Cherokee | DCEGK6HA11M5 | | |
| Clay | HYKLQVNWLXK7 | | |
| Cleveland | UWMUYMPVL483 | | |
| Columbus | V1UAJ4L87WQ7 | | |
| Craven | LTZ2U8LZQ214 | | |
| Cumberland | HALND8WJ3GW4 | | |
| Dare | ELV6JGB11QK6 | | |
| Davidson | C9P5MDJC7KY7 | | |
| Davie | L8WBGLHZV239 | | |
| Duplin | KZN4GK5262K3 | | |
| Durham | LJ5BA6U2HLM7 | | |
| Edgecombe | MAN4LX44AD17 | | |
| Foothills | NGTEF2MQ8LL4 | | |
| Forsyth | V6BGVQ67YPY5 | | |
| Franklin | FFKTRQCNN143 | | |
| Gaston | QKY9R8A8D5J6 | | |
| Graham | L8MAVKQJTYN7 | | |
| Granv-Vance | MGQJKK22EJB3 | | |
| Greene | VCU5LD71N9U3 | | |
| Guilford | YBEQWGFJPMJ3 | | |
| Halifax | MRL8MYNJJ3Y5 | | |
| Harnett | JBDCD9V41BX7 | | |
| Haywood | DQHZEVAV95G5 | | |
| Henderson | TG5AR81JLFQ5 | | |
| Hoke | C1GWSADARX51 | | |
| Hyde | T2RSYN36NN64 | | |
| Iredell | XTNRLKJLA4S9 | | |
| Jackson | X7YWWY6ZP574 | | |
| Johnston | SYGAGEFDHYR7 | | |
| Jones | HE3NNNUE27M7 | | |
| Lee | F6A8UC99JWJ5 | | |
| Lenoir | QKUFL37VPGH6 | | |
| Lincoln | UGGQGSSKBGJ5 | | |
| Macon | LLPJBC6N2LL3 | | |
| Madison | YQ96F8BJYTJ9 | | |
| MTW | ZKK5GNRNBBY6 | | |
| Mecklenburg | EZ15XL6BMM68 | | |
| Montgomery | E78ZAJM3BFL3 | | |
| Moore | HFNSK95FS7Z8 | | |
| Nash | NF58K566HQM7 | | |
| New Hanover | F7TLT2GMEJE1 | | |
| Northampton | CRA2KCAL8BA4 | | |
| Onslow | EGE7NBXW5JS6 | | |
| Orange | GFFMCW9XDA53 | | |
| Pamlico | FT59QFEAU344 | | |
| Pender | T11BE678U9P5 | | |
| Person | FQ8LFJGMABJ4 | | |
| Pitt | VZNPMCLFT5R6 | | |
| Polk | QZ6BZPGLX4Y9 | | |
| Randolph | T3BUM1CVS9N5 | | |
| Richmond | Q63FZNTJM3M4 | | |
| Robeson | LKBEJQFLAAK5 | | |
| Rockingham | KGCCCHJJZZ43 | | |
| Rowan | GCB7UCV96NW6 | | |
| Sampson | WRT9CSK1KJY5 | | |
| Scotland | FNVTCUQGCHM5 | | |
| Stanly | U86MZUYPL7C5 | $ 50,000 | $ 50,000 |
| Stokes | W41TRA3NUNS1 | | |
| Surry | FMWCTM24C9J8 | | |
| Swain | TAE3M92L4QR4 | | |
| Toe River | JUA6GAUQ9UM1 | | |
| Transylvania | W51VGHGM8945 | | |
| Union | LHMKBD4AGRJ5 | | |
| Wake | FTJ2WJPLWMJ3 | | |
| Warren | TLNAU5CNHSU5 | | |
| Wayne | DACFHCLQKMS1 | | |
| Wilkes | M14KKHY2NNR3 | | |
| Wilson | ME2DJHMYWG55 | | |
| Yadkin | PLCDT7JFA8B1 | | |
| Yancey | L98MCUHKC2J8 | | |

UEI = Unique Entity Identifier



Subtotals: $ 102,880 $ 102,880

Subtotals: $ 50,000 $ 50,000

Totals for all columns: $ 152,880 $ 152,880

**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, Alyssa Harris, Public Health Director
**DATE:** 8/7/2023
**SUBJECT:** Sole Source - Carolina Women's Health Associates, Inc. FY24

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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

Rowan County Public Health recognizes the need for provisions of prenatal care for indigent women in Rowan County. To provide these services, there shall be a cooperative effort between the Rowan County Health department and Novant Health Medical Group, Inc. d/b/a Carolina Women's Health Associates. Also, that Carolina Women's Health Associates will provide support and serve as a resource for the Family Planning Program.

The current contract will expire June 30, 2023. The Health Department is requesting to continue utilizing the services of Carolina Women's Health and approve the new contract, beginning July 1, 2023, and expiring June 30, 2024, not to exceed $100,000.00

**Recommendation:**
Board of Commissioners to approve the sole source for Carolina Women's Health and authorize the Public Health Department Director to approve the contract with Carolina Women's Health for an amount not to exceed $100,000.00.

**ATTACHMENTS:**
1. Contract

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
*Be an original.*

**CONTRACT AGREEMENT**
**BETWEEN**
**ROWAN COUNTY HEALTH DEPARTMENT**
**AND**
**NOVANT MEDICAL GROUP, Inc., (NMG) d/b/a/**
**CAROLINA WOMEN'S HEALTH ASSOCIATES**

This agreement recognizes that the provisions of prenatal care for indigent women in Rowan County shall be a cooperative effort between the Rowan County Health Department and Novant Health Medical Group, Inc. d/b/a **Carolina Women's Health Associates**. Also, that Carolina **Women's Health Associates** will provide support and serve as a resource for the Family Planning Program. This specific agreement is between the Rowan County Health Department, hereinafter referred to as the Health Department, and Novant Medical Group, Inc. (NMG), d/b/a/ **Carolina Women's Health Associates**, hereinafter referred to as CWH.

**I. The Health Department agrees to:**

A. Assume the responsibility for the management of the prenatal clinic, which will be held at the Rowan County Health Department 1811 E. Innes Street, Salisbury, NC and coordinate the daily operation of the prenatal program.
B. Negotiate with prenatal care provider to establish mutually agreeable clinic time schedules.
C. Provide adequate personnel, equipment and supplies needed to operate the clinic.
D. Provide pregnancy care management services. Encourage client attendance at prenatal education, Lamaze, parenting classes, WIC and other related services to improve pregnancy outcome.
E. Provide prenatal care for all indigent clients who reside in Rowan County and present themselves at the Rowan County Health Department prenatal clinic. Clients with Medicaid or other insurance covering prenatal, intrapartum and postpartum care may be accepted regardless of residency.
F. Develop and maintain a current prenatal record for each prenatal client for use by the hospital of delivery. The Health Department will provide Novant Health Rowan Medical Center with updates of client records after each clinic.
G. Screen prenatal clients presenting with problems between clinics and refer to RCHD nurse practitioner, physician on call or the emergency room as indicated.
H. Provide family planning services and breast/cervical screening per Family Planning NC DHHS and Title X guidelines and Adult Health program policies.
I. Reimburse CWH at the rate of $223 per hour for time spent in the prenatal clinic, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time in clinic or remote Patagonia chart review/sign off. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each

month. The Health Department shall pay CWH within thirty (30) days of receipt of the time sheets.

J. The Health Department will not be financially responsible for any client visits outside the established prenatal clinic hours or for labor and delivery costs. The provider may bill Medicaid, insurance or the client for these costs.

K. Make client's payor source information available to prenatal care providers, with the client's consent.

L. Maintain adequate liability insurance to cover the actions of its employees.

## II. CWH agrees to:

A. Provide prenatal care utilizing physicians and certified nurse midwife for clients served at the Rowan County Health Department prenatal clinic. The clinic will be held at the Health Department at 1811 E. Innes Street, Salisbury, NC.

B. Provide or order ultrasounds as the physician requires. Provide interpretation of NST's and other screening/testing during established prenatal clinic hours.

C. Provide consultation and advice to nursing personnel working in the prenatal clinic.

D. Abide by ACOG/AAP guidelines.

E. Bill client and/or third-party insurance for services provided outside the established prenatal clinic hours.

F. Maintain records and reports in accordance with good medical practice as directed and approved by the hospital where the physician is privileged.

G. Designate a physician to serve as medical advisor for the prenatal program and sign prenatal clinic standing orders as needed.

H. Designate a physician to serve as medical advisor for family planning/gynecologic services and sign standing orders as needed.

I. Provide services in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, and the current Privacy and Security regulations promulgated under the same (collectively). The Business Associate may have access to protected health information (PHI) in fulfilling the responsibilities defined in this contract.

J. Ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws, contractors with Rowan County Health Department shall not discriminate against national origin as it affects persons with limited English proficiency.

K. Accept the rate of $223 per hour for time spent in the prenatal clinic and/or remote chart review, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each month.

L. Provide the contracted physicians' and nurse midwife's NPI and taxonomy codes for use by the Health Department in the provision of treatment, payment/billing transactions and health care operations; referrals to other health care providers; and medical record and financial auditing functions.

## III. Independent Contractor:

Carolina Women's Health Associates shall be considered independent contractors and shall not be considered employees of the Health Department.

**IV. Insurance.**

For the term of this Agreement, the Provider shall maintain, at its sole expense, Commercial General Liability/Professional Liability insurance in the amount of $1,000,000 per occurrence/$3,000,000 aggregate and Worker Compensation insurance, if required by law and in the amount required by law. 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.

**V. Indemnification:**

Rowan County Health Department agrees to protect, defend, indemnify, and hold Carolina Women's Health Associates and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the Health Department and/or its employees.

Carolina Women's Health Associates agrees to protect, defend, indemnify, and hold Rowan County Health Department and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the practice and/or its employees.

**VI. Effective Dates:**

This agreement shall be effective July 1, 2023 through June 30, 2024 and will be reviewed for renewal 90 days prior to the expiration of this agreement. This agreement shall be terminated immediately for an individual practitioner who does not maintain the insurance specified in Section III of this agreement. One or all of the parties may terminate this contract at any time by giving 90 days written notice of intention to the other party. This contract may be immediately terminated upon consent of all parties.

**VII. Compliance with Statutes and Regulations:**

All Parties to this agreement will operate in accordance with currently approved methods and standards of practice in the North Carolina Medical Practice Act., suggested Guidelines for Medical Practice, the Code of Ethics of the American Medical Association, guidelines of Department of Health and Human Resources, and the Health Department. The duties, responsibilities and the service shall be subject to all conditions of the Health Department, which are filed in the office of the Rowan County Health Department.

## VIII. Change in Agreement:

This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, and understandings relating to the subject matter hereof. The agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition thereof with consent provided for herein shall be effective unless evidenced by an instrument in writing duly exercised by the parties hereto. This agreement may be amended by written consent of both parties, and all amendments shall be attached to this agreement and made a part thereof

## IX. Binding Agreement:

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this agreement may not be assigned by either party without the prior written consent of the other party.

## X. Non-appropriation Clause:

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

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

## XI. Signatures:

IN WITNESS THEREOF, NMG and the Health Department have duly executed this agreement to be effective July 1, 2023.

By: Alyssa Harris

Title: Alyssa Harris, Health Director
Rowan County Health Department

Date: 06/16/2023

By: DocuSigned by: Patricia Campbell
EF7361A3530D475...

Title: Pat Campbell, Vice President
Novant Medical Group, Inc.

Date: 06/09/2023 | 6:19:23 EDT

This instrument has been pre-audited in the manner required by the local Governmental Budget and Fiscal Control act.

By: _____ Date_____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2023

**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 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 rights to the certificate holder in lieu of such endorsement(s).**

| | | |
|---|---|---|
| **PRODUCER**<br>**Artex Risk Solutions, Inc.**<br>**c/o Novant Health, Inc.**<br>**2085 Frontis Plaza Boulevard**<br>**Winston-Salem, NC 27103** | **CONTACT NAME:** Julia Hyett<br>**PHONE (A/C, No, Ext):** (336) 277-1197 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** jahyett@novanthealth.org | |
| | **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| | **INSURER A :** Novant Health Insurance Protected Cell, LLC | |
| **INSURED**<br>Novant Health, Inc.<br>Attn: Julia Hyett<br>2085 Frontis Plaza Boulevard<br>Winston-Salem, NC 27103 | **INSURER B :** | |
| | **INSURER C :** | |
| | **INSURER D :** | |
| | **INSURER E :** | |
| | **INSURER F :** | |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | Y | N | 1-10015-00-2023 | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Fire Damage Legal Liability | $ 1,000,000<br>$<br>$<br>$<br>$ 3,000,000<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | OTH-ER | |
| A | Professional Liability<br>Claims-Made | Y | N | 1-10015-00-2023 | 1/1/2023 | 1/1/2024 | $1,000,000 per Occurrence<br>$3,000,000 Aggregate | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

This document only represents evidence of Novant Health, Inc. and its affiliates Self-Insurance Plan for General Liability and Professional Liability Exposures.******* Evidence of General Liability & Professional Liability Insurance for Novant Health, Inc., 2085 Frontis Plaza Boulevard, Winston-Salem, NC 27103. Rowan County Health Department is an Additional Insured under the General Liability policy per provisions of the BCCCP (Breast & Cervical Cancer Control Program) and PrenatalClinic.

**CERTIFICATE HOLDER**

Rowan County Health Department
1811 E. Innes Street
Salisbury, NC 28146

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** Julia Hyett, MBA, BSN, RN, CPHRM

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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, Chris Sloop, Soil and Water Conservation District Director
**DATE:** 8/7/2023
**SUBJECT:** Award ETA Storm Debris Removal Bid to Alliance Integrated Solutions Inc.

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Rowan County received eight (8) bid proposals for the ETA Stream Debris Removal project with Soil & Water Conservation. Two out of the eight were disqualified as they were not licensed general contractors as required within the bid package due to the dollar amount of the project. After careful evaluation and further negation, the County selected Alliance Integrated Solutions NC, Inc. and we request the BOC to award the bid and approve the contract to Alliance Integrated Solutions NC, Inc. Not to Exceed $151,357.14.

The County received grant funding for this project.

Attached are the bid tab, bid submittal from Alliance, and the unsigned contract.

**Recommendation:**
Board of Commissioners to award the bid to Alliance Integrated Solutions NC, Inc. and authorize the County Manager to approve the contract with Alliance Integrated Solutions NC, Inc. for a not to exceed amount of $151,357.14.

**ATTACHMENTS:**
1. Bid Document
2. Contract
3. Bid Tab

# PROPOSAL

## Tropical Storm ETA
## Stream Debris Removal

**# 2023-028**

**Proposal Due Date: Tuesday, June 20, 2023, at 10:00 AM ET**

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**To:**

**ROWAN COUNTY**
130 West Innes Street
Salisbury, NC 28144
704-216-8178

**From:**

Alliance Integrated Solutions Inc.

alliance-nc.com

**3557 Lackey Street, Lumberton, NC 28358**
**(910) 734-8264**

| | |
|---|---|
| ☑ | About Us: Alliance Integrated Solutions NC, Inc. |
| ☑ | Letter of Transmittal |
| ☑ | Bidder Information Sheet |
| ☑ | Bid Response Form |
| ☑ | Bid Response (con't) |
| ☑ | Scope of Work and Technical Approach |
| ☑ | Project Specific Personnel |
| ☑ | Additional References |
| ☑ | Robeson County Letter of Reference |
| ☑ | Coharie Intra-Tribal Council Letter of Reference |
| ☑ | Friends of Sampson County Waterways Letter of Reference |
| ☑ | Robeson County Drainage District 1 Letter of Reference |
| ☑ | Town of Leland Letter of Reference |
| ☑ | Equipment List |
| ☑ | Certificate of Liability Insurance |
| ☑ | Certificate of Liability Insurance ( Con't) |

## ABOUT US

Alliance Integrated Solutions Inc.

### ABOUT US

Alliance Integrated Solutions offers a team of environmental professionals that specializes in many environmental services. Our team is committed to offer tailored support to local and county governments, and soil and water conservation districts to protect and restore the integrity of drainage infrastructure of natural streams and watershed projects across North Carolina.

At the forefront of our guiding principles, Alliance Integrated Solutions is committed to provide quality and practical environmental solutions to our clients.

### WHY TRUST US

Our team has comprehensive experience relating to stream debris removal, including chipping and removal of woody debris, vegetation, or other obstructions to improve the flow of channels and streams to prevent future flooding.

### CURRENT AND PAST PERFORMANCE

Coharie Intra-Tribal Council * Columbus County Soil and Water Conservation District * Friends of the Sampson County Waterways * Harnett County Soil and Water Conservation District * Robeson County Drainage Districts * Robeson County Government * Robeson County Soil and Water Conservation District * Sampson County Soil and Water Conservation District

**YOUR WATERWAYS ARE YOUR COMMUNITIES.**

**EQUIPMENT**

*Skid Steer with Cable Winch*

*Barge with Loader and Log Grapple*

*Excavator with Mulching Unit (Amphibious, Medium and Long Reach)*

**3557 Lackey Street**
**Lumberton, NC 28360**
**910.734.8264**

**FLOOD PREVENTION * STABILIZATION * RESTORATION**

# STREAMFLOW REHABILITATION

**Environmental Responsibility** through *Planning, Action & Safety!*

18

Initial

## LETTER OF TRANSMITTAL

Rowan County
130 West Innes Street
Salisbury, NC 28144

Dear Rowan County Administration,

Alliance Integrated Solutions NC submits herewith a proposal in response to the Request for Proposal for Tropical Storm ETA Stream Debris Removal project in Rowan County.

Our firm understands the project scope of work Rowan County is seeking to establish a contract for and has a proven track record of successful demonstration of streamflow debris removal, disposal and other clean-up activities associated with vegetative and woody debris, and post-consumer debris deposited or floated in the identified stream segments.

Our firm will coordinate with the County to conduct 1:1 outreach to landowners as needed to coordinate access and utilize a standard Right of Entry (ROE) form for all private access points. All ROE forms are kept on file for future project reference and may be presented to the County upon request.

Our firm's success and past performance as a prime Contractor is documented with references for the communities where these operations took place. These operations were subject to local and NCDA&CS Division of Soil and Water Conservation inspection and approval.

Our firm is currently providing services under contract through the reimbursement processes of the Division of Soil and Water Conservation within the NC Department of Agriculture and Consumer Services.

Alliance Integrated Solutions NC, Inc. is a drug-free workplace, Minority Owned Business and a qualified Disadvantaged Business. For more information, visit our website at www.alliance-nc.com.

As Chief Operating Officer, I am the designated single point of contact and have binding authority for RFP Tropical Storm ETA Stream Debris Removal No. 2023-082. My office can be contacted by phone at (910) 734-8264 or email at pstrickland@alliance-nc.com.

Alliance Integrated Solutions NC expressly agrees to Rowan County's terms and conditions contained in this Request for Proposals and its attachments, and is committed to perform the work in a professional and timely manner.

Patrick Strickland

Patrick B. Strickland, Chief Operating Officer

PS
Initial

## BIDDER INFORMATION SHEET

1. COMPANY NAME: Alliance Integrated Solutions NC, Inc.
2. OWNER OF COMPANY: Robert Winfree
3. NUMBER OF YEARS IN BUSINESS: Six Years
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS: 15
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT.

   CONTACT: Patrick Strickland, Chief Operating Officer

   TELEPHONE: (910) 734-8264

   EMAIL: pstrickland@alliance-nc.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: Jason Byrd, Soil and Water Conservationist

   AGENCY: Rockingham County Soil and Water Conservation District

   ADDRESS: 525 NC Highway 65, Reidsville, NC 27320

   TELEPHONE: (336) 342-8260

   NATURE OF ASSOCIATION: AIS successfully completed the StRAP Project for the Conservation District.

   EMAIL: jbyrd@co.rockingham.nc.us

   **REFERENCE NO. 2**

   NAME & TITLE: Will Lear, Project Manager

   AGENCY: Town of Leland

   ADDRESS: 102 Town Hall Drive, Leland, NC 28451

   TELEPHONE: (910) 408-9425

   NATURE OF ASSOCIATION: AIS successfully completed the StRAP Project for the Town of Leland.

   EMAIL: wlear@townofleland.com

## 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.

| LOCATION | ESTIMATED QUANTITY | UNIT PRICE/LINEAR FOOT | TOTAL PRICE |
|---|---|---|---|
| Third Creek (a) | 4,500 linear feet | $ 4.98 | $ 22,410.00 |
| Third Creek (b) | 8,300 linear feet | $ 4.98 | $ 41,334.00 |
| Beaverdam Creek (c) | 2,350 linear feet | $ 4.98 | $ 11,703.00 |
| Back Creek (d) | 6,900 linear feet | $ 4.98 | $ 34,362.00 |
| Withrow Creek (e) | 2,850 linear feet | $ 4.98 | $ 14,193.00 |
| Fourth Creek (f) | 500 linear feet | $ 4.98 | $ 2,490.00 |
| Fourth Creek (g) | 2,400 linear feet | $ 4.98 | $ 11,952.00 |
| Third Creek, (h) | 4,050 linear feet | $ 4.98 | $ 20,169.00 |
| Sills Creek (i) | 2,850 linear feet | $ 4.98 | $ 14,193.00 |
| Third Creek (j) | 3,950 linear feet | $ 4.98 | $ 19,671.00 |
| Third Creek (k) | 3,425 linear feet | $ 4.98 | $ 17,056.50 |
| **TOTAL** | 42,075 linear feet* | | $209,533.50 |

The following addenda are acknowledged: Addendum 1 RFP #2023-028 Tropical Storm ETA Stream Debris Removal dated No Date on Addendum Est. May 23, 2023

_____ dated _____

_____ dated _____

Proposed days to Complete: 45 day from the Notice to Proceed, pending inclement weather.

PS
Initial

## BID RESPONSE FORM (CON'T)

Alliance Integrated Solutions NC, Inc.
COMPANY NAME

88-3296360
FEDERAL ID#

58379
CONTRACTOR LICENSE ID#

| 3557 Lackey Street | | Lumberton | NC | 28358 |
|---|---|---|---|---|
| STREET ADDRESS | PO BOX | CITY | STATE | ZIP |

(910) 734-8264
TELEPHONE #

FAX #

SIGNATURE

Patrick Strickland
SIGNATORY'S NAME (printed)

Chief Operating Officer
SIGNATORY'S TITLE (printed)

RESPECTFULLY SUBMITTED THIS 20th DAY OF June 2023.

*Linear Feet is an estimated amount; total is subject to change due to unit price and allocated grant money awarded to the County. Details will be provided to the awarded bidder.



PS
Initial

## SCOPE OF WORK AND TECHNICAL APPROACH

Rowan County has been awarded Grant Funds through the NCDA&CS Disaster Response program. The funding is to be used for the removal and disposal of down trees, logs, and debris in and adjacent to the designated waterways with minimal disturbance.

- All debris must be removed from the stream and piled along adjacent stream banks.
- Within the project area, contractor will cut debris bank to bank, through all trees, logs, and debris impeding water flow.
- All beaver dams must be breached during high water but only upon approval.
    - Beaver activity will need to be reported, for approval, before proceeding in the removal of the dams.
- Cut debris section will be removed from the stream and piled to a pre-determined site on the same parcel.
- Equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted. When necessary, trees can be cut for access to worksites; however, mechanized land clearing will not occur within the area at any time. Crossing a stream to gain access to the opposite bank is permissible. Crossing sites should be selected to minimize damage to the streambank and aquatic habitat.

Alliance Integrated Solutions NC. will utilize our amphibious excavators with the ability to operate in smaller bodies of water, more narrow shallow creeks, while maintaining the ability to operate in large bodies of water and remove large logjams and other heavy debris. Utilizing this equipment, our team estimates a daily progress of 1 mile. Where feasible, our team will also operate a skid loader with a log grapple adjacent to the stream to move logs into neat piles on the stream bank from the top of the bank. Additional gas powered hand tools will be used as necessary. All vegetative and woody debris shall be piled adjacent to the stream bank or hauled to a pre-determined site.

Our team will ensure that permits are secured, if required, for each site and landowner permission is granted prior to start of any Work for that site. If an alternative route is obtained by a private property owner, the Contractor shall obtain written approval from the property owner. Copies of written approvals must be provided to the County before use of private owned property.

Alliance Integrated Solutions NC will host a pre-work kickoff meeting to ensure the Rowan County project standards and expectations are met.

## PROJECT SPECIFIC PERSONNEL

Alliance Integrated Solutions NC offers a team of professionals that specializes in many environmental services. Our team is committed to offer tailored support to Rowan County to help protect and restore the integrity of drainage infrastructure of its streams. At the forefront of our guiding principles, our team is committed to provide practical environmental solutions to Rowan County.

Our leadership team has invested resources for team member development and training to ensure a comprehensive understanding of the technical and administrative requirements of stream debris removal activities.

Key team members who will be associated with this project are identified below.

- *Robert Winfree, President and Operations Coordinator will serve as Project Manager to ensure project standards and technical requirements of the Rowan County contract are met.*
- *Mark Wells, Lead Equipment Coordinator will serve as Operations Manager to implement safety standards and perform appropriate quality control procedures on equipment to ensure effective and efficient project completion.*
- *Patrick Strickland, Chief Operating Officer is the single point of contact and shall ensure project compliance and terms of the Rowan County project contract are met.*
- *Mitchell Dean Locklear, is a NC Licensed General Contractor and shall ensure the necessary licenses and permits are secured and provides hands-on supervision guidance as part of the onsite team.*

Additional team members who will be associated with this project are Lead Operator John Ball, Tree Expert Eric McIntyre, and Lead Heavy Equipment Operator Grant Gaspard with more than 10 years of experience. All team members are trained with a comprehensive and technical knowledge of the NCDA&CS Division of Soil and Water Conservation program guidance.

## RELATIVE EXPERIENCE TO THE FIRM AND PRIOR RELATED WORK EXPERIENCE

Within the past five (5) years, Alliance Integrated Solutions NC has successfully completed approximately 258 miles or 1,363,257 linear feet of stream debris removal and other Emergency Watershed Protection (EWP) projects.

The disposable method for the referenced projects included onsite chipping, cabling or strapping in a secured manner outside the immediate stream area, and hauling off site away from the floodplain as approved by the agencies.

A noteworthy success of Alliance Integrated Solutions NC is the completion of the Friends of the Sampson County Waterways and Coharie Intra-Tribal Council stream debris removal project. Our team completed the 28 mile project within a 60-day period, 32 actual working days clearing approximately 1 mile per day.

The Alliance Integrated Solutions NC team has many years of experience with Federal, State and Local emergency agencies, and additional knowledge of state, federal, and Tribal program funding sources and reimbursement processes. Our team has executed several disaster relief contracts, administered federal and state programs with rigirous funding and compliance standards including the Army Corps of Engineers, and is currently providing services under contract through reimbursement processes in the Division of Soil and Water Conservation within the NC Department of Agriculture and Consumer Services.

**Process for obtaining right of entries:** Alliance Integrated Solutions NC will coordinate with the agency to conduct 1:1 outreach to landowners to coordinate access, as needed, and utilize a standard Right of Entry (ROE) form for all private access points. All ROE forms are kept on file for future project reference and may be presented to the district upon request. The process will ensure right of entry and the timely completion of stream debris removal projects.

## ADDITIONAL REFERENCES

NCDA&CS funded projects are currently under contract with the City of Rockingham, Onslow Soil and Water Conservation District, and McDowell County.

| | |
|---|---|
| Agency: | Sampson County SWCD, Friends of Sampson County Waterways, and Coharie Intra-Tribal Council |
| Name & Title: | Henry Faison, Soil and Water Conservationist |
| Address: | 80 County Complex Road, Suite 110, Clinton, NC |
| Telephone: | (910) 592-7963 |
| Email: | henry.faison@nc.nacdnet.net |

| | |
|---|---|
| Agency: | Robeson County Government |
| Name & Title: | Kellie Blue, County Manager |
| Address: | 550 North Chestnut Street, Lumberton, NC 28358 |
| Telephone: | (910) 671-3022 |
| Email: | kellie.blue@robesoncountync.gov |

| | |
|---|---|
| Agency: | Robeson County Drainage Districts |
| Name & Title: | Megan Chavis, Legal Compliance Officer |
| Address: | 701 N Elm Street, Lumberton, NC 28358 |
| Telephone: | (910) 547-4212 |
| Email: | mcchavislaw@gmail.com |

| | |
|---|---|
| Agency: | Town of Chadbourn |
| Name & Title: | Zach Bennett, Engineer - LKC Engineering |
| Address: | 140 Aqua Shed Court, Aberdeen, NC 28315 |
| Telephone: | (910) 420-1437 |
| Email: | zach@lkcengineering.com |

**ROBESON COUNTY**
**Board of Commissioners**

**Commissioners**

Wixie Stephens, Board Chair
Tom Taylor, Vice Chairman
Pauline Campbell
John Cummings
Faline L. Dial
David Edge
Lance Herndon
Jody Sampson

Kellie Hunt Blue, County Manager

K. Robert Davis
County Attorney
Hope Brayboy
Deputy Clerk to the Board
Tammy Freeman
Clerk to the Board

October 20, 2022

To Whom It May Concern:

I am writing to recommend Alliance Integrated Solutions (AIS), Inc. for their skill set, service delivery and knowledge of the Streamflow Rehabilitation Assistance Program (StRAP). As manager of Robeson County, I entered into a Service Agreement with AIS on July 19, 2022 to assist in protecting and restoring the integrity of drainage infrastructure to existing streams and drainage ways in Robeson County. AIS provided storm debris removal activities including cutting and removing downed trees, broken tops, leaning trees as specified and/or identified, woody debris that impedes water flow in Robeson County.

During the Robeson County StRAP project, AIS demonstrated why they have a reputation for top-quality work and reliability. The agreement made between Robeson County and AIS was set to expire on September 1, 2022. AIS successfully completed the agreed scope of work on August 18, 2022 and helped Robeson County to complete the project before its deadline. Moreover, AIS has been efficient in communicating with my office and was accommodating to StRAP project inquiries, proving working with them has been consistent and reliable.

Alliance Integrated Solutions, Inc. can be an asset to any organization, local or county government that hires their services. If you have questions or need further information about Alliance Integrated Solutions, Inc., please feel free to email me at kellie.blue@co.robeson.nc.us or to call me at 910-671-3022.

Sincerely,

Kellie Hunt Blue

Kellie Hunt Blue
County Manager

550 North Chestnut Street • Lumberton, North Carolina 28358 • Phone (910) 671-3022
www.co.robeson.nc.us

# Coharie Intra-Tribal Council, Inc.

**7351 North U.S. 421 Hwy.**
**Clinton, N.C. 28328**

**Phone (910) 564-4906**
**(910) 564-6909**
**Fax (910) 564-2701**

To Whom It May Concern:

The letter is made to recommend Alliance Integrated Solutions NC, Inc. in response to their performance under contract with the Coharie Intra-Tribal Council. AIS has been an integral part of the Tribe's efforts to address stream debris removal and provide ongoing maintenance as part of the Great Coharie River Initiative.

Throughout the Great Coharie River Initiative, the approach from AIS provided competence in strategic planning and demonstrated efficiency to ensure project deadlines were met. This letter is intended to support the AIS endeavor to continue providing its unique skills to protect North Carolina waterways.

As Executive Director, I can attest that Alliance Integrated Solutions NC, Inc. has been an asset to the Coharie Intra-Tribal Council, and we look forward to the continued relationship. I recommend that you consider Alliance Integrated Solutions NC, Inc. for their environmental services. If you have questions or need additional information in response to this letter of reference, please feel free to contact me by email at greg_jacobs53@yahoo.com or phone by calling 910-564-6909.

Sincerely,

Gregory Jacobs
Executive Director, Coharie Intra-Tribal Council

# Friends of Sampson County Waterways

501(c)(3) Organization

Phillip Bell, *River Keeper*

To Whom It May Concern:

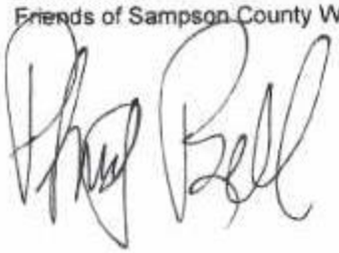
It is my pleasure to write and recommend the environmental services of Alliance Integrated Solutions NC, Inc. The Friends of Sampson County Waterways had the opportunity to work with AIS and experienced high-quality work, competence, enhanced safety standards, and effortless communication.

AIS is an enthusiastic team dedicated to ensuring an impeccable quality of work. Their attention to detail illustrates their commitment to their work and ensuring success of their projects. I believe their knowledge of stream debris removal and strategies led to that success.

I am happy to recommend the services of Alliance Integrated Services NC, Inc. and hope for the opportunity to work together in the future. If you have questions, please feel free to contact me at (910) 260-0220.

Sincerely,

Phillip Bell
*River Keeper*
Friends of Sampson County Waterways



1000 Powers Street, Clinton, NC 28328

PS
Initial

# Robeson County
# Board Drainage Commissioners
# District 1

***Commissioners***

***Ozmer Lee Oxendine, Jr., Chair*** ***Lyavans Lowry***

***Kenny Biggs*** ***Charles Britt***

May 18, 2023

To Whom It May Concern:

The purpose of this letter is to provide your entity with a proper recommendation of Alliance Integrated Solutions (AIS), Inc. pertaining to their services they provided in the Streamflow Rehabilitation Assistance Program (StRAP). As the Chairman of District 1 of the Robeson County Drainage Commissioners, our District entered into an agreement for services with AIS in August of 2022 to complete the task of stream debris removal within our district.

Throughout our experience, AIS conducted business in a professional and diligent manner in the services that they provided pursuant to the agreement. They completed the work expediently and within project deadlines which allowed our District to become eligible for additional funding. Additionally, they were responsive and knowledgeable in StRAP project guidelines which provided for a successful project completion.

Robeson County Drainage District 1 considers AIS to be an asset to any organization, local or county government who decides to ascertain their services. As Chairman, I recommend Alliance Integrated Solutions, Inc. for the services they provide. Any questions or inquiries requesting additional information in response to this letter of reference can be made by contacting me by email at leeoxendine7@gmail.com or by phone at 910-674-5480.

Sincerely,

Ozmer Lee Oxendine Jr (May 18, 2023 17:20 EDT)

Ozmer Lee Oxendine, Jr.
Chair of Robeson County Drainage Commissioners
District 1

Town of Leland

102 Town Hall Drive | Leland, NC 28451 | (910) 371-0148

**Letter of Recommendation**

April 14, 2023

To Whom it May Concern,

The Town of Leland contracted with Alliance Integrated Solutions to perform work associated with stream cleanup and debris removal as part of the NC Streamflow Rehabilitation Program. Through discussions and coordination, AIS was able to complete the project quickly and effectively, surpassing our expectations with the project. They worked to address several items that needed additional attention in a quick manner and made sure that the project was completed up to our level of approval. I would recommend them for similar jobs and wouldn't hesitate to work with them again in the future for any other Town needs. If you have any questions, please feel free to contact me at 910-726-3196.

Best Regards,

Will Lear
Project Manager



*TS*
Initial

**EQUIPMENT LIST:**

In addition to the mini-excavator, our team is equipped to complete the outlined scope of work with access to the Alliance Integrated Solutions NC fleet of equipment listed in the chart below.

| Item | Quantity | Description |
|---|---|---|
| BARGE WITH LOADER AND LOG GRAPPLE | 1 | 30 X 12, Steel Hull, Hydraulically Actuated |
| SKIFF | 4 | Heavy Duty Squared-Off Bow w/ Flat Bottom for Shallow Water Tasks |
| SKID STEER W/ CABLE WINCH ATTACHMENT | 2 | 14,000 LB TRACKED CAT |
| CHAINSAW | 20 | STIHL |
| POWERED HAND CARRY WINCH | 4 | PCW5000 PORTABLE GAS-POWERED |
| EXCAVATOR - AMPHIBIOUS | 1 | CAT 323F 6' PONTOONS |
| EXCAVATOR - MINI AMPHIBIOUS | 1 | CAT 308 4' PONTOONS/MULCHING HEAD |
| EXCAVATOR - LONG REACH | 2 | 70' REACH EXTENSION |
| EXCAVATOR - MULCHING UNIT | 1 | CAT 325F ZERO TAIL SWING |
| SAFETY ROAD EQUIPMENT | BULK | TRAFFIC FLAGS, STOP SIGNS AND ETC USED FOR BRIDGE WORK SAFETY |

## INSURANCE REQUIREMENTS [1]

247INC0-01 S4MWINN

ACORD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2022

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 rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Jeri Ann (Fowler) Rackers |
|---|---|
| Naught-Naught Insurance Agency<br>P.O. Box 1758<br>Jefferson City, MO 65102 | PHONE (A/C, No, Ext): (573) 634-2727 FAX (A/C, No):<br>E-MAIL ADDRESS: jerlann.rackers@naught-naught.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : AutoOwners Insurance Company — 18988 |
| INSURED<br>247, Inc<br>P O Box G<br>Cole Camp, MO 65325 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 75009351 | 8/15/2022 | 8/15/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Additional Insured: Alliance Integrated Solutions, Inc NC | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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[1] *Additional Insurances Available*

## INSURANCE REQUIREMENTS (CON'T)[2]

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 11/22/2022

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 rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Grace Jackson |
|---|---|
| Nevada Insurance Agency<br>300 S. Johnson Dr.<br>P. O. Box G<br>Nevada MO 64772 | PHONE (A/C, No, Ext): (800) 527-0808 FAX (A/C, No): (417) 667-3041<br>E-MAIL ADDRESS: gjackson@nevadains.com |
| INSURED<br>247 Cattle Drive LLC<br>24518 Karmen Ave<br>Lincoln MO 65338 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: PROGRESSIVE INS COMPANIES — 24260<br>INSURER B: HARTFORD INSURANCE CO — 19682<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: Z2-23 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 956136857 | 04/19/2022 | 02/22/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>X SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | 956136857 | 02/22/2022 | 02/22/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured motorist | $ 1,000,000<br>$ 300,000<br>$ 50,000<br>$ 300,000<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N<br>N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| B | | | | | | | Limit of Insurance | Market Value |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CO. A PHYSICAL DAMAGE - 956136857 - 2/22/2022 to 2/22/2023 - $5,000 DEDUCTIBLE COMPREHENSIVE & COLLISION
CO. A CARGO COVERAGE - 956136857 - 2/22/2022 to 2/22/2023 - $250,000 LIMIT OF INSURANCE, $2,500 DEDUCTIBLE

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| 247 Ranch, LLC<br>PO Box G<br>Cole Camp MO 65325<br><br>Additional Insured. AIS-NC,Inc. | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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[2] *Additional Insurances Available*

PS
Initial

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Alliance Integrated Solutions ("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: Patrick Strickland |
| Title: County Manager | Title: Chief Operating Officer |

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.
Provider to provide the necessary materials, labor, equipment, and supervision to perform the removal of stream debris along eight (8) locations in Rowan County as explained in Exhibit B.

| LOCATION | ESTIMATED QUANTITY | UNIT PRICE/LINEAR FOOT | TOTAL PRICE |
|---|---|---|---|
| Third Creek (a) | 4,500 linear feet | $ 4.98 | $22,410.00 |
| Third Creek (b) | 8,300 linear feet | $ 4.98 | $41,334.00 |
| Beaverdam Creek (c) | 2,350 linear feet | $ 4.98 | $11,703.00 |
| Back Creek (d) | 6,900 linear feet | $ 4.98 | $34,362.00 |
| Withrow Creek (e) | 2,850 linear feet | $ 4.98 | $14,193.00 |
| Fourth Creek (f) | 500 linear feet | $ 4.98 | $2,490.00 |
| Fourth Creek (g) | 2,400 linear feet | $ 4.98 | $11,952.00 |
| Third Creek, (h) | 2,593 linear feet | $ 4.98 | $12,913.14 |
| TOTAL | 30,393 linear feet* | | $151,357.14 |

B. Term of the Agreement.
Provider will complete work by November 13, 2023.

C. Payment to the Provider.
Rowan County and the Provider will hold preliminary inspections of each section to ensure completion ahead of the State inspection. Any fallen debris accumulated after the successful preliminary inspection shall not be the responsibility of the Provider to remove prior to the NCAGR Inspection.

Provider will provide monthly statements to the County, pending approval of finished sections per liner feet from NCDA & CS Division of Soil and Water Conservation's Inspections. Total cost shall not exceed $151,357.14.

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.

F. Contact Information.

| THE COUNTY | THE PROVIDER |
|---|---|
| AARON CHURCH,<br>COUNTY MANAGER<br>130 West Innes Street<br>Salisbury, NC 28144<br>Telephone: 704-216-8180 | PATRICK STRICKLAND<br>CHIEF OPERATING OFFICER<br>3557 Lackey Street<br>Lumberton, NC 28358<br>Telephone: 910-734-8264 |

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

| THE COUNTY | THE PROVIDER |
| --- | --- |
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: Patrick Strickland |
| Title: County Manager | Title: Chief Operating Officer |
| 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)

# EXHIBIT B

## SCOPE OF WORK:

Rowan County has been awarded Grant Funds through the NCDA&CS Disaster Response program. The funding is to be used for the removal and disposal of down trees, logs, and debris in and adjacent to the designated waterways with minimal disturbance. Attached you will find a map showing the location of the three areas to be cleared.

- All debris must be removed from the stream and piled along adjacent stream banks.
- Within the project area, contractor will cut debris bank to bank, through all trees, logs, and debris impeding water flow.
- All beaver dams must be breached during high water but only upon approval.
    - Beaver activity will need to be reported, for approval, before proceeding in the removal of the dams.
- Cut debris section will be removed from the stream and piled to a pre-determined site on the same parcel.
- Equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted. When necessary, trees can be cut for access to worksites; however, mechanized land clearing will not occur within the area at any time. Crossing a stream to gain access to the opposite bank is permissible. Crossing sites should be selected to minimize damage to the streambank and aquatic habitat.

**Location(s):**

a) Third Creek off Third Creek Church Road, Cleveland, from SW of Third Creek Church Road to property line, 4500 linear feet.
b) Third Creek off Third Creek Church Road, Cleveland, from NE of Third Creek Church Road northeast to property line, 8300 linear feet.
c) Beaverdam Creek West off Serenity Drive, Cleveland, from C&H Grain property line to property line, 2350 linear feet.
d) Back Creek off Back Creek Church Road, Mount Ulla, from Sloop property line to Back Creek Church Road bridge, 6900 linear feet.
e) Withrow Creek off Redmond Road, Cleveland, Mary Barber Property from property line to property line, 2850 linear feet.
f) Fourth Creek off Phifer Road, Cleveland, Shaver Wood Products property, from property line 500 feet upstream, 500 linear feet. (Remainder of stream cleared under StRAP project).
g) Fourth Creek, off Mt. Vernon Road, Woodleaf, Chris Smith property, from property line to property line, 2400 linear feet.
h) Third Creek, off Cool Springs Road, Woodleaf, Chris Smith property, from property line to property line, 2593 linear feet.

**Equipment:** Method of debris removal will be accomplished with appropriate hand tools/chain saws, heavy equipment including long reach excavators with thumb, and cabling/chaining. The contractor is allowed to use any heavy equipment for this project.

**Access:** The Contractor will ensure that permits are secured, if required, for each site and landowner permission is granted prior to start of any Work for that site. If an alternative route is obtained by a private property owner, the Contractor shall obtain written approval from the property owner. Copies of written approvals must be provided to the County before use of private owned property.

**Clearing & Debris Removal:** Removal of debris will be limited to vegetative and woody materials. Fallen trees and limbs within or across the cross section of the waterway and the associated debris shall be piled along the stream bank or hauled to a pre-determined site on the same parcel and piled. Trees severely undercut by stream bank erosion and trees severely leaning over the waterway at an angle greater than 30 degrees of vertical whose near-term fall is apparent shall also be masticated on-site or removed and placed in a designated area for tub grinding**. Excavation of soil/sediment within the stream shall not be performed.**

- Unless otherwise approved by the Project Manager, trees designated for removal shall be cut as low as practical in relation to the ground surface or streambank.

- For leaning trees where the root system of the tree is not exposed, the trunk of the tree shall be cut a few feet above the ground or streambank to allow potential re-sprouting.

- For trees that are leaning or down and the root system is partially exposed (i.e.: hinged on one side) the trunk shall be cut a few feet above the ground or streambank to alleviate falling and stream blockage.

- Trees that have been “snapped” are not leaning, have a strong root structure, and pose no threat to the waterway shall be left as they are, provided the contractor does not need to remove the tree for access purposes.

- Naturally leaning trees with apparently undamaged root systems and other natural, undamaged vegetation shall remain in its natural condition and not be removed.

Removal of standing trees outside of the designated debris removal area is limited to the cutting of severely damaged trees leaning across the waterway and other trees as needed to gain access for equipment to points of waterway blockage. The approval of the Project Manager shall be obtained prior to the cutting of any “healthy” tree for equipment access. Unless otherwise marked, access for pre-approved for mechanized equipment shall be limited to one side of the waterway. Access to the waterway shall generally be perpendicular to the waterway with precautions taken to protect mast producing and stream canopy trees. Dead trees that provide den habitat and are determined to pose no hazard to the waterway shall be protected.

Disturbance of the waterway bottom and banks, and equipment access areas shall be held to the minimum necessary to allow the construction equipment to remove the debris. Trees shall be felled in

such a manner as to avoid damage to trees left standing or existing structures and with due regard for the safety of persons and property. Spoil berms along the stream bank may be removed for access to debris for removal but must be replaced/reinstated before moving on to the next stream segment or blockage.

Method of debris removal and securement will minimize impact to vegetation on adjacent shorelines; all disturbed areas must be seeded and mulched within 24 hours unless otherwise indicated.

**Disposal:** All debris will be piled adjacent to the stream bank or hauled to a pre-determined site on the same parcel and piled. It will then be the landowners' decision what will be done with the pile.

**Environmental Requirements:** Equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted by the Project Manager. Crossing a stream to gain access to the opposite bank is permissible. The Construction Inspector shall select crossing sites to minimize damage to streambank and aquatic habitat. Removal operations will be controlled to minimize soil disturbance. Should an area of the waterway be encountered which is affected by beavers, the beaver dam shall be removed to its lowest point after approval from County Representative.

Equipment shall be maintained to prevent fuel, oil, and lubricant spill. Refueling, repairs, and lubrication shall be performed at safe distances from the stream. Should fuel leaks, oil leaks or hydraulic line rupture occur during construction, the Contractor's operator is required to immediately remove the equipment to a safe area and take prompt action to minimize damage and safeguard the site. The Contractor must immediately report the discharge to the North Carolina Division of Water Resources, Mooresville Regional Office Regional Office at 610 East Center Avenue, Suite 301, Mooresville, NC 28115 Phone: 704-663-1699 or 1-800-858-0368, and the provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act shall be followed.

**The Contractor must immediately report any emergency discharge to Rowan County 9-1-1 and the Project Manager, contact information will be provided once bid has been awarded.**

The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, greases, etc. produced as a by-product of this work. Washing, fueling, or servicing of equipment shall be avoided where spillage or wash water can enter the watercourse.

The Contractor shall be responsible for all wetlands, and erosion control issues associated with this type of project.

**Revegetation:** All ground surface areas denuded due to debris removal or equipment access shall be revegetated as directed by the Project Manager. Prior to revegetating, any ruts or other surface irregularities resulting from this operation shall be smoothed and the ground surface shall be returned to its original degree of uniformity as directed by the Project Manager. Some soil fill material may be required where the existing surface has been compacted to return the ground surface to its original degree of uniformity. Seeding and mulching will be done daily as the work is completed. If an area is

disturbed by the Contractor or the Contractor's crew after it has been seeded and mulched the Contractor shall reseed and re-mulch the disturbed area. Seed, fertilizer, and mulch shall be uniformly applied at the following rates per 1,000 square feet:

**All areas except those revegetated as along streambanks and riparian zones:**

1.7 lb. Kentucky 31 Tall Fescue

12 lb. 10-20-20 Fertilizer

70 lb. Hay or Small Grain Straw Mulch

Should locality, climatic and/or ground conditions warrant, the Project Manager may alter the planting dates to an earlier or later period, seed combinations or mulch requirements shown for more favorable vegetative results.

**Method of Payment:** Method of payment for this project will be made for the units of work completed as confirmed by a Rowan County representative. Payment will be made per linear foot after NCDA & CS Division of Soil and Water Conservation's inspection and approval of the County. The payment shall be considered full compensation for all labor, equipment, tools, materials, seeding, mulching, mobilization, demobilization, and other items necessary and incidental to complete the work.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

**ITB 2023-023**

6/20/2023 10:00

Tropical Storm ETA
Stream Debris Removal

| Vendors | | J&J Enviromental | | | Southern Desister Recovery LLC GC-99410 | | | Carolina Cleaning and Restoration LLC GC-82325 | | | HNA Contracting GC-82244 | | | WMF Land Service LLC 87641 | | | Alliance intergrated Solutions Incoporated UGC- 58379 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **LOCATION** | **ESTIMATED QUANTITY** | **UNIT PRICE/LINEAR** | **TOTAL PRICE** | **Days to Complete** | **UNIT PRICE/LINEAR** | **TOTAL PRICE** | **Days to Complete** | **UNIT PRICE/LINEAR** | **TOTAL PRICE** | **Days to Complete** | **UNIT PRICE/LINEAR** | **TOTAL PRICE** | **Days to Complete** | **UNIT PRICE/LINEAR** | **TOTAL PRICE** | **Days to Complete** | **UNIT PRICE/LINEAR** | **TOTAL PRICE** | **Days to Complete** |
| Third Creek (a) | 4,500 linear feet | $19.20 | $86,400.00 | 82,560 | $20.70 | $93,150.00 | | $14.00 | $63,000.00 | | $18.97 | $85,365.00 | | $5.75 | $25,875.00 | | $4.98 | $22,410.00 | |
| Third Creek (b) | 8,300 linear feet | $19.20 | $159,360.00 | | $20.70 | $171,810.00 | | $14.00 | $116,200.00 | | $18.97 | $157,451.00 | | $5.75 | $47,725.00 | | $4.98 | $41,334.00 | |
| Beaverdam Creek (c) | 2,350 linear feet | $19.20 | $45,120.00 | | $20.70 | $48,645.00 | | $14.00 | $32,900.00 | | $18.97 | $44,579.50 | | $5.75 | $13,512.50 | | $4.98 | $11,703.00 | |
| Back Creek (d) | 6,900 linear feet | $18.00 | $124,200.00 | | $20.70 | $142,830.00 | | $14.00 | $96,600.00 | | $18.97 | $130,893.00 | | $5.75 | $39,675.00 | | $4.98 | $34,362.00 | |
| Withrow Creek (e) | 2,850 linear feet | $18.00 | $51,300.00 | | $20.70 | $58,995.00 | | $14.00 | $39,900.00 | | $18.97 | $54,064.50 | | $5.75 | $16,387.50 | | $4.98 | $14,193.00 | |
| Fourth Creek (f) | 500 linear feet | $19.20 | $9,600.00 | | $20.70 | $10,350.00 | | $14.00 | $7,000.00 | | $18.97 | $9,485.00 | | $5.75 | $2,875.00 | | $4.98 | $2,490.00 | |
| Fourth Creek (g) | 2,400 linear feet | $19.20 | $46,080.00 | | $20.70 | $49,680.00 | | $14.00 | $33,600.00 | | $18.97 | $45,528.00 | | $5.75 | $13,800.00 | | $4.98 | $11,952.00 | |
| Third Creek, (h) | 4,050 linear feet | $19.20 | $77,760.00 | | $20.70 | $83,835.00 | | $14.00 | $56,700.00 | | $18.97 | $76,828.50 | | $5.75 | $23,287.50 | | $4.98 | $20,169.00 | |
| Sills Creek (i) | 2,850 linear feet | $19.20 | $54,720.00 | | $20.70 | $58,995.00 | | $14.00 | $39,900.00 | | $18.97 | $54,064.50 | | $5.75 | $16,387.50 | | $4.98 | $14,193.00 | |
| Third Creek (j) | 3,950 linear feet | $16.00 | $63,200.00 | | $20.70 | $81,765.00 | | $14.00 | $55,300.00 | | $18.97 | $74,931.50 | | $5.75 | $22,712.50 | | $4.98 | $19,671.00 | |
| Third Creek (k) | 3,425 linear feet | $16.00 | $54,800.00 | 54,768 | $20.70 | $70,897.50 | | $14.00 | $47,950.00 | | $18.97 | $64,972.25 | | $5.75 | $19,693.75 | | $4.98 | $17,056.50 | |
| **TOTAL** | 42,075 linear feet* | | $772,540.00 | 140 | | $870,952.50 | 60 | | $589,050.00 | 160 | | $798,162.75 | 120 | | $241,931.25 | 25 | | $209,533.50 | 45 |

**Bid Opening Attendees**

| | |
|---|---|
| Jody Farrow- Bennett | RoCo |
| Michelle Doyle | RoCo |
| Ray Hoffman | HNA Contracting |
| Jamie Stock | HNA Contracting |
| Trey Whinfrey | AIS |

I hereby certify that this is a true tabulation of the bids received. 6/20/2023

J. M. Farrow-Bennett

Jody Farrow-Bennett, Purchasing Director

**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:** 8/7/2023
**SUBJECT:** Approval for Purchase of four (4) Dodge Chargers for the Sheriff's Office

---

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Ilderton Dodge Chrysler Jeep Ram, LLC has agreed to extend to the County the same price and terms set forth in their contract with the North Carolina Sheriff's Association (Bid 22-08-0913R-Catalog Discount Specification #139) for the purchase of four (4) vehicles. The total cost for all vehicles is not to exceed $144,572.00.

The State contracted price is $36,319.61 ea; the quoted price from Ilderton is $36,143.00 ea.

Attached is the awarded catalog page from the NCSA Bid Award, proposed purchase order, and configurations. The NCSA bid documents are on file in the Purchasing Office. The purchase of the vehicles is within the approved fiscal year 2024 budget.

**Recommendation:**
Board of Commissioners to approve this purchase and authorize the Purchasing Director to submit a purchase order to Ilderton Dodge Chrysler Jeep Ram, LLC to process the purchase of four (4) vehicles at a cost not to exceed $144,572.00. Approval request per the Rowan County Procurement Policy, page 4; section C for any transaction which exceeds $90,000.

**ATTACHMENTS:**
1. Quote & Documentation

# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street
Salisbury, NC 28144
Phone (704) 216-8170 Fax (704) 216-8110
Federal Tax ID No. 56-6000336

| NOT VALID WITHOUT NUMBER | |
|---|---|
| PURCHASE ORDER # | |
| For Finance Dept use only | |

| | | | |
|---|---|---|---|
| VENDOR NAME: | Ilderton Dodge | VENDOR #: | 17457 |
| DEPARTMENT: | Sheriff's | PREPARED BY: | Angie Estepp |
| SHIP TO: | 232 N Main St Salisbury, NC 28144 | DATE: | 7/10/2023 |

| | |
|---|---|
| DATE REQUIRED: | ASAP |

**Submit with packing slip and invoice**

| ACCOUNT NUMBER | QTY | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1154410-575035 | 4 | 2023 New Dodge Charger Patrol Vehicles | | 144,572.00 |
| | | for Rowan County Sheriff's Office | | |
| | | | | |
| | | | | |
| | | NC Sheriff's Association Contract #139 | | |
| | | | | |
| | | Quote attached | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | SUBTOTAL | | 144,572.00 |
| | | SHIPPING | | |
| | | TOTAL | | 144,572.00 |

ORDER WILL BE PLACED BY: (check one) ___ FAX ___MAIL ___PHONE ___ INTERNET

**ORDERS $5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES**
(Enter preferred quote information above)

| | | |
|---|---|---|
| VENDOR NAME: | VENDOR NAME: | VENDOR NAME: |
| VENDOR #: | VENDOR #: | VENDOR #: |
| PHONE #: | PHONE #: | PHONE #: |
| TOTAL QUOTE: | TOTAL QUOTE: | TOTAL QUOTE: |

COMMENTS:

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

X [signature] 7-11-23

AUTHORIZED PERSONNEL DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each **Rowan County is not sales tax exempt.**

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL C(**

Finance Director
NOT VALID WITHOUT SIGNATURE

Purchasing Agent
NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL DATE

ILDERTON

701-712 South Main Street
High Point, NC 27260
(336) 841-6100

7/6/2023

| | | | | | |
|---|---|---|---|---|---|
| Buyer: | ROWAN COUNTY | Cell: | | | |
| | | | | | |
| | JEFFREY HILL | | | | |
| | | | | | |
| Phone: | | Phone: | | | |
| E-Mail | jeffrey.hill@rowancountync.gov | Fax: | | | |

| | | | TRADE |
|---|---|---|---|
| VEHICLE | DODGE CHARGER PURSUIT RWD | Make: | |
| Year: | 2023 | Model: | |
| Color: | WHITE | Year: | |
| Engine: | 5.7L V8 HEMI MDS | Color: | |
| Drive | 8-SPD 8HP50 | VIN: | |
| Mileage: | | Stock #: | |
| | | ACV: | |

| | | |
|---|---|---|
| MSRP | | |
| Sale Price | NC SHERIFF'S ASSOCIATION CONTRACT #139 | $ 35,468.00 |

| Options Included | | | |
|---|---|---|---|
| FRONT MAP READING LIGHTS | $ 85.00 | | |
| VINYL FLOORING / RED/WHITE DOME LIGHT | | | |
| CLOTH FRONT BUCKET SEATS / PARKVIEW REAR CAMERA | | | |
| BLACK STEEL WHEELS W/SILVER CAP | | | |
| VINYL REAR SEAT | $ 135.00 | | |
| MAX FLOW PACKAGE | $ 170.00 | | |
| BLACK LEFT LED SPOTLIGHT | $ 285.00 | | |
| Options Total | | $ | 675.00 |

| | | |
|---|---|---|
| Sub Total | $ | 36,143.00 |
| Units: 4 | | |
| BALANCE DUE | $ | 144,572.00 |

Manager *Kim Tuttle*
ASST DIRECTOR OF FLEET SALES

Customer
AUTHORIZED PERSONEL

**Bid Award**

**Contract:** 22-08-0913R, Vehicle and Motorcycle Procurement

**Group:** Police Rated Vehicles

**Item:** 139, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48

**Description:** Manufacturer's standard base model specifications and current model year for model/model number listed.

**Model Upgrade/Downgrade:** There are no models offered as a model upgrade/downgrade for this vehicle.

| Zone | Vendor | Price | Percent (Taken off MSRP for options) | Build File | Options File |
|---|---|---|---|---|---|
| Appalachia | Performance CDJR | $35,482.25 | 6.00% | Build | Options |
| | Ilderton Dodge Chrysler Jeep Ram, LLC | $35,732.11 | 6.00% | Build | Options |
| Dogwood | Performance CDJR | $35,481.31 | 6.00% | Build | Options |
| | Ilderton Dodge Chrysler Jeep Ram, LLC | $35,732.11 | 6.00% | Build | Options |
| Cardinal | Performance CDJR | $35,482.30 | 6.00% | Build | Options |
| | Ilderton Dodge Chrysler Jeep Ram, LLC | $35,732.11 | 6.00% | Build | Options |
| Longleaf Pine | Performance CDJR | $35,481.65 | 6.00% | Build | Options |
| | Ilderton Dodge Chrysler Jeep Ram, LLC | $35,732.11 | 6.00% | Build | Options |
| No Delivery | Performance CDJR | $35,482.30 | 6.00% | Build | Options |
| | Ilderton Dodge Chrysler Jeep Ram, LLC | $35,732.11 | 6.00% | Build | Options |

#139

ILDERTON DODGE CHRYSLER JEEP/FLEET
701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350

**Configuration Preview**

| | | | |
|---|---|---|---|
| **Date Printed:** | 2022-08-02 10:44 AM | **VIN:** | |
| **Estimated Ship Date:** | | **VON:** | |
| **Quantity:** | 1 | | |
| **Status:** | BA - Pending order | | |
| **FAN 1:** | 48887 STATE OF NORTH CAROLINA | | |
| **FAN 2:** | | | |
| **Client Code:** | | | |
| **Bid Number:** | TB3076 | | |
| **PO Number:** | | | |

**Sold to:**
ILDERTON DODGE CHRYSLER JEEP/FLEET (49987)
701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350

**Ship to:**
ILDERTON DODGE CHRYSLER JEEP/FLEET (49987)
701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350

**Vehicle:** 2023 CHARGER POLICE RWD (LDDE48)

| | Sales Code | Description |
|---|---|---|
| **Model:** | LDDE48 | CHARGER POLICE RWD |
| **Package:** | 26A | Customer Preferred Package 26A |
| | EZH | 5.7L V8 HEMI MDS VVT Engine |
| | DFK | 8-Spd Auto 8HP70 Transmission |
| **Paint/Seat/Trim:** | PW7 | White Knuckle Clear Coat |
| | APA | Monotone Paint |
| | *C8 | HD Cloth Bucket & Rear Bench Seats |
| | -X9 | Black |
| **Options:** | 4DH | Prepaid Holdback |
| | 4ES | Delivery Allowance Credit |
| | MAF | Fleet Purchase Incentive |
| | 5N6 | Easy Order |
| | 4FM | Fleet Option Editor |
| | 4FT | Fleet Sales Order |
| | 166 | Zone 66-Orlando |
| | 4EA | Sold Vehicle |
| **Non Equipment:** | 4FA | Special Bid-Ineligible For Incentive |
| **Bid Number:** | TB3076 | Government Incentives |
| **Discounts:** | YGF | 8 Additional Gallons of Gas |
| **Destination Fees:** | | |

| | | | |
|---|---|---|---|
| **Order Type:** | Fleet | **PSP Month/Week:** | |
| **Scheduling Priority:** | 1-Sold Order | **Build Priority:** | 99 |
| **Salesperson:** | | | |
| **Customer Name:** | | | |
| **Customer Address:** | | | |
| | USA | | |
| **Instructions:** | | | |

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

## ITEM# 139 DODGE CHARGER PURSUIT RWD 5.7L V8

## OPTION LIST: PLEASE DEDUCT 6% OFF MSRP LISTED BELOW

| Make/Model | Package | Seat/Trim/Options | Paint | FWP(USD) | MSRP(USD) | Average DOL | Last 90 Days Sales |
|---|---|---|---|---|---|---|---|
| ◉ Configuration 1 - LDEE48 | 29A | *C8 , -X9 , APA | PW7 | 43,272 | 44,230 | N/A | 0 |

| Code | Description | FWP(USD) | MSRP(USD) |
|---|---|---|---|
| *C8/ -X9 | HD Cloth Bucket & Rear Bench Seats/Black | | 0 |
| *X5/ -X9 | HD Cloth Bucket Seats w/Vinyl Rear/Black | | 135 |
| AEB | Street Appearance Group | | 420 |
| AHM | Convenience Group I | | 540 |
| AWC | Fleet Safety Group | | 395 |
| AYJ | Max Flow Package | | 170 |
| GUK | Power Heated Mirrors w/Man F/Away | | 70 |
| TYL | 245/55R18 BSW Performance Tires | | 200 |
| W8B | 18" Wheel Covers | | 45 |
| CBT | Steel Seat Back Panel Inserts | | 150 |
| CK9 | Delete Carpet | | 0 |
| CKD | Floor Carpet | | 140 |
| CM8 | Replace Full Console w/Mini Console | | 0 |
| CUF | Full Length Floor Console | | 330 |
| CUG | Police Floor Console | | 640 |
| CW6 | Deactivate Rear Doors/Windows | | 85 |
| CW7 | Door/Window Activation Kit | | 115 |
| GXA | Entire Fleet Alike Key (FREQ 2) | | 160 |
| GXE | Entire Fleet Alike Key (FREQ 3) | | 160 |
| GXF | Entire Fleet Alike Key (FREQ 1) | | 160 |

| | | | |
|---|---|---|---|
| GXG | Entire Fleet Alike Key (FREQ 4) | [redacted] | 160 |
| GXQ | Additional Non-Key Alike Fobs | [redacted] | 170 |
| HGC | Rear Shelf Silencer Insulation | [redacted] | 45 |
| JJ5 | 130 MPH Maximum Speed Calibration | [redacted] | 0 |
| LBG | Front Reading/Map Lamps | [redacted] | 85 |
| LNA | Matching Right Spot Lamp | [redacted] | 235 |
| LNF | Black Left Spot Lamp | [redacted] | 235 |
| LNX | LED Spot Lamps | [redacted] | 150 |
| LSA | Security Alarm | [redacted] | 165 |
| MDA | Front License Plate Bracket | [redacted] | 0 |
| MSY | Delete Badge | [redacted] | 0 |
| TBF | Delete Spare Tire | [redacted] | -100 |
| TBH | Full Spare Tire Relocation Bracket | [redacted] | 165 |
| UJG | Uconnect 4 with 7" Display | [redacted] | 995 |
| XDG | Passenger Side Ballistic Door Panel | [redacted] | 2,635 |
| XDV | Drive Side Ballistic Door Panel | [redacted] | 2,635 |
| XFX | Equipment Mounting Bracket | [redacted] | 115 |
| YEP | Manuf Statement of Origin | [redacted] | 0 |

| Code | Description | FWP(USD) | MSRP(USD) |
|---|---|---|---|
| PB5 | Electric Blue Pearl Coat | [redacted] | 560 |
| PFQ | F8 Green | [redacted] | 95 |
| PCA | Frostbite | [redacted] | 95 |
| PVP | Go Mango | [redacted] | 395 |
| PAU | Granite Pearl Coat | [redacted] | 95 |
| P79 | Michigan State Police Blue | [redacted] | 560 |
| PB8 | Midnight Blue Pearl Coat | [redacted] | 560 |
| PRV | Octane Red Pearl Coat | [redacted] | 395 |
| PX8 | Pitch Black Clear Coat | [redacted] | 0 |
| P82 | Ranger Clear Coat | [redacted] | 560 |
| PEC | Sinamon Stick | [redacted] | 395 |
| PR3 | TorRed Clear Coat | [redacted] | 0 |
| PSE | Triple Nickel Clear Coat | [redacted] | 95 |
| PW7 | White Knuckle Clear Coat | [redacted] | 0 |

**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:** 8/7/2023
**SUBJECT:** Approve Amendment to Grant Agreement with Agility Fuels

---

On June 19, 2023, the Board of Commissioners approved the County to request an extension for the Building Reuse Grant "Agility Fuel Solutions, LLC/Project ACDC." The NC Department of Commerce has approved an extension to this grant agreement to conclude on June 17, 2024.

**Recommendation**: Approve the County Manager to execute the grant Contract Amendment to extend the project end date to June 17, 2024.

**ATTACHMENTS:**
1. 2021-071-3201-2587_Amendment_1

# AMENDMENT

**North Carolina Department of Commerce**
**Rural Economic Development Division**
**Rural Grant/Programs**

Contract #: 2021-071-3201-2587
Date: July 17, 2023

**1**
*Number*

GRANTEE:
Rowan County
130 W. Innes Street
Salisbury, NC 28144

*Contact:* Mr. Greg Edds

THE DEPARTMENT:
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, NC 27699-4346
*Fiscal & Compliance Analyst:* Bethany P. Davenport

Project Title: Agility Fuel Solutions, LLC/Project ACDC

This Contract Amendment is hereby entered into by and between the North Carolina Department of Commerce (the "Department") and Rowan County (the "Grantee") (referred to collectively as the "Parties"). By this Contract Amendment, the Parties amend their Grant #2021-071-3201-2587, respectively (the "Agreement"), as outlined below.

Except as set forth in this Contract Amendment, all other terms and conditions of the Agreement shall remain unaltered and in full force and effect. Should there arise any conflict, discrepancy or ambiguity between the terms and conditions contained in the Agreement and the terms and conditions of this Contract Amendment, the terms and conditions contained in this Contract Amendment shall govern and prevail.

☑ Paragraph 3 (Term of Agreement)
**DELETE:** "terminate on 6/17/2023 ."
**ADD:** "terminate on 6/17/2024 ."

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

**Authorized Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principles to the terms of this Contract Amendment.

**In Witness Whereof**, the Grantee and the Department have executed this Contract Amendment in duplicate originals, with one original being retained by each party.

**GRANTEE:**

*Signature*

*Printed Name* *Date*

*Title*

**THE DEPARTMENT:**

*Signature*

Kenny Flowers 7/17/2023
*Printed Name* *Date*

Assistant Secretary for Rural Economic Development
*Title*

If you agree with the amendment as proposed, please sign. **Retain one a copy for your files and return a copy to the attention of Bethany P. Davenport at the NC Department of Commerce at rgpreports@commerce.nc.gov .**

**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:** 8/7/2023
**SUBJECT:** GRANT AGREEMENT: Approve accepting 5311 Community Transportation Rural Formula Grant for Rowan Transit

---

The NC Board of Transportation has approved Rowan Transit's (RTS) request for a FY24 Community Transportation Grant to purchase (11) raised unroof vans with lift, plus lettering an logos for the vehicles. The total project amount is $1,062,875 ($850,300 federal funds, $106,287 state funds, and $106,288 local match); period of performance is July 1, 2023 to June 30, 2025.

1. Recommendation: Approve County Manager to execute the grant agreement "FY24 Community Transportation Grant" and accept federal and state funding.

**ATTACHMENTS:**
1. RowanTransit-Unsigned_FY24_5311_CAPITAL_Grant Agreement

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

May 24, 2023

Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY24 Community Transportation Program (Section 5311)
Project No.: 24-CT-037
WBS Element No.: 36233.88.24.3
Period of Performance: 7/1/2023 – 6/30/2025

Dear Mr. Church:

On May 24, 2023, the Board of Transportation approved your organization's request for an FY24 Community Transportation Grant in the amount of $1,062,875. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

Ryan Brumfield
Director

RB\mf

CC: Gary Price Jr, Director
Attachments

*Mailing Address:*
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

*Telephone:* (919) 707-4670
*Fax:* (919) 733-1391
*Customer Service:* 1-877-368-4968

*Website:* ncdot.gov

*Location:*
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

and

**ROWAN COUNTY**

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
**COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM**

***Federal Award Identification***

| | |
|---|---|
| Application Number: | **1000016895** |
| Agreement Number: | |
| NCDOT Project Number(s): | **24-CT-037** |
| Federal Awarding Agency: | **FTA** |
| Federal Award Identification Number(s) (FAIN) Number(s): | **NC-2023-032-00** |
| CFDA Number: | **20.509** |
| Unique Entity Identifier (UEI) Number: | **GCB7UCV96NW6** |
| Total Amount of this Award(s): | **$1,062,875** |
| Federal Funds Awarded: | **$850,300** |
| State Funds: | **$106,287** |
| Local Funds: | **$106,288** |
| Federal Award Date: *(date signed by authorized official of USDOT)* | **JUNE 12, 2023** |
| Award Period of Performance | |
| Start Date: | **JULY 1, 2023** |
| End Date: | **JUNE 30, 2025** |
| Budget Period | |
| Start Date: | **JULY 1, 2023** |
| End Date: *End date is date that subrecipient if authorized to expend funds awarded including any carry-over* | **JUNE 30, 2025** |
| Approved Indirect Cost Rate: | **N/A** |
| Award is for R&D: yes/no | **NO** |

**Federal Funded Programs:**

- [ ] **5303 Metropolitan Planning Grant**
- [ ] **5307 Urbanized Area Formula Grant**
- [ ] **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- [x] **5311 Community Transportation Rural Formula Grant**
- [ ] **5311 Appalachian Development Transit Assistance Grant**
- [ ] **5311f Intercity Bus Grant**
- [ ] **5317 New Freedom Grant**
- [ ] **5339 Bus and Bus Facility Grant**
- [ ] **FTA American Rescue Plan Act (ARPA) Grant**

THIS AGREEMENT made this the _____day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) **ROWAN COUNTY** and (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

## 1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

## 2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation and appropriation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

## 3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2023 to June 30, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

## 4. Project Implementation

**a.** Scope of Project. **Rowan County will use the funding for the following capital purchases: (11) raised roof vans w/ lift and (11) vehicle lettering and logos.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

**b.** The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

## 5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE MILLION SIXTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS ($1,062,875)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

| **Capital WBS** | Capital Total | Capital Federal (80%) | Capital State (10%) | Capital Local (10%) |
|---|---|---|---|---|
| 36233.88.24.3 | $1,062,875 | $850,300 | $106,287 | $106,288 |
| Agreement # | | | | |
| **Project Total** | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | $1,062,875 | $850,300 | $106,287 | $106,288 |

## 6. Project Expenditures, Payments, and Reimbursement

a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that

fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

**c.** Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

**d.** Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

**e.** Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

**f.** Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

**g.** Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

**h.** Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and

eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

## 7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

## 8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

## 9. Compliance with Laws and Regulations

a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.

**b.** The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

## 10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

## Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

## 11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

## 12. Assignment

**a.** Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

**b.** The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

**13. Hold Harmless.**

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

**14. Real Property, Equipment, and Supplies.**

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (Asset Works) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (Asset Works) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, sub agreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipi'nt's continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

:

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

## 15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

## 16. Termination

**a.** Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

**b.** Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

## 17. Additional Repayment Requirements and Remedies

**a.** The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

**b.** If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

**18. Civil Rights and Equal Opportunity**

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions that are included in the current FTA Master Agreement.

**19. Choice of Law and Venue**

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

**20. Severability**

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

**21. Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this agreement and the terms, conditions, certifications, and assurances included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

☒ **Federal Terms and Conditions, Attached**

**22. Federal Terms and Conditions**

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the

Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally

required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

**23. Contract Administrators.**

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

For the Department:

| | |
|---|---|
| Name: | Myra Freeman |
| Title: | Financial Manager |
| Agency: | NCDOT/PTD |
| Email: | Msfreeman1@ncdot.gov |
| MSC: | 1550 Mail Service Center – Raleigh, NC 27699-1550 |
| Physical Address: | 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601 |
| Phone: | 919-707-4672 Fax: 919-733-2304 |

For the Subrecipient:

Name: Aaron Church

Title: County Manager

Agency: Rowan County

Address: 130 West Innes St, Salisbury, NC 28144

Email: Aaron.Church@rowancountync.gov

Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

**ROWAN COUNTY**

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 56-6000336

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2025**

BY: _____

TITLE: **COUNTY MANAGER**

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

**Attachment 1**
**Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: County Manager

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 24-CT-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2023

PROJECT SPONSOR: ROWAN COUNTY
PROJECT DESCRIPTION: FY2024 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

| | | |
|---|---|---|
| DEPARTMENT - 4523 CAPITAL I - BUS: ROLLING STOCK | 36233.88.24.3 | $1,062,875 |
| PERIOD OF PERFORMANCE JULY 01, 2023 - JUNE 30, 2025 | | |

II. TOTAL PROJECT FUNDING

| | TOTAL | FEDERAL | STATE | LOCAL |
|---|---|---|---|---|
| CAPITAL I - ROLLING STOCK 36233.88.24.3 | 100% | 80% | 10% | 10% |
| AGREEMENT # | $1,062,875 | $850,300 | $106,287 | $106,288 |
| **TOTAL BUDGET** | **$1,062,875** | **$850,300** | **$106,287** | **$106,288** |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

| | |
|---|---|
| PROJECT: | 24-CT-037 |
| SPONSOR: | ROWAN COUNTY |
| WBS ELEMENT: | 36233.88.24.3 |

DEPARTMENT 4523 - CAPITAL I - ROLLING ROCK

| TITLE | DESCRIPTION | APPROVED BUDGET |
|---|---|---|
| G548 | Lift-Equip Conver Van Rpl | $1,056,000 |
| G591 | Veh Lettering/Logos | $6,875 |
| | **TOTAL CAPITAL I BUDGET** | **$1,062,875** |

PROGRAM SUMMARY SHEET REQUIREMENTS

| 5311 Rural Formula |
|---|
| FEDERAL |

**NORTH CAROLINA**
Department of Transportation

## Administration, Operating, Capital, Planning

| | |
|---|---|
| **PRINCIPLE** | This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000). |
| **ELIGIBLE SUBRECIPIENTS** | To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. These resolutions are updated on a 5-year basis. The resolution is part of the grant application process.<br><br>North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.<br><br>The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use. |
| **ELIGIBLE SERVICE and SERVICE AREA** | General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs. |
| **FINANCIAL CAPACITY and MANAGEMENT** | PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days. |
| **AUDIT REPORTS and FINANCIAL STATEMENTS** | Subrecipients that expend more than $750,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit. |
| **VEHICLE TITLES** | Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. **Useful life standards are maintained in NCDOT's Transit Asset Management (TAM)** Tier II Sponsored Plan. This inventory is updated on an annual basis. |
| **INSURANCE** | Subrecipients will maintain insurance as defined in the procedures. |

PROGRAM SUMMARY SHEET REQUIREMENTS

| | |
|---|---|
| **MAINTENANCE** | Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed. |
| **INCIDENTAL USE** | PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery. |
| **PROGRAM REPORTING AND** | NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).** |
| **OVERSIGHT** | NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).** |
| **REFERENCES** | Section 5311 Circular - C 9040.1G;<br>Award Management Requirements 5010.1E;<br>09 NCAC 03M<br>Third Party Contracting Guidance 4220.1F<br>OMB's Uniform Administrative Requirements 2 CFR 200<br>NCDOT's Business Guide<br>State Management Plan<br>IMD Unified Grant application and Guidance |
| **UPDATES/REVISIONS** | Original Date: April 9, 2018<br>Last Amended Date: December 8, 2022 |

## PUBLIC TRANSPORTATION PROGRAM RESOLUTION

## FY 2024 RESOLUTION

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Commissioner Greg Edds and seconded by Commissioner Judy Klusman for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Aaron Church, County Manager do hereby certify that the above is a true and correct. The motion was verified from the video of the September 6, 2022 Board of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Public Transportation Division Enterprise Business Services no later than January 15, 2023.

Aaron Church

*Signature of Certifying Official*

***Note that the authorized official, certifying official, and notary public should be three separate individuals.***

*Seal* Subscribed and sworn to me
*(date)* June 24, 2019

Siobhan Allen

*Notary Public **

Siobhan Allen
130 W. Innes Street Salisbury, NC 28144
*Printed Name and Address*

My commission expires
*(date)* June 23, 2024

*Affix Notary Seal Here*

SIOBHAN ALLEN
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires June 23, 2024

**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:** 8/7/2023
**SUBJECT:** GRANT Extension Request: Continental Structural Plastics Building Reuse Granat

---

Continental Structural Plastics, now operating as Teijin Automotive Technologies NC, currently has a Building Reuse Grant agreement through Rowan County. As was reported in the most recent Progress Report to NC Department of Commerce Rural Economic Development Division, construction is complete, and all funds ($460,000) have been drawn down. Continental Structural Plastics/Teijin Automotive continues to have many temps in the workforce. The 4th quarter 2022 job report shows monthly full-time employment statewide as 476, 476 and 469.While the first quarter of 2023 shows 469, 469, and 462. The baseline is 489.

Continental Structural Plastics/Teijin Automotive would like to request that Rowan County submit an extension request to the Rural Economic Development Division to allow the company more time to meet the grant job creation requirements..

The company is involved in "Project Unity" in which they are taking in and training Ukranian immigrants and converting many to full-time employment. All efforts will be undertaken to hire permanent full-time employees to fulfill the grant requirements.

Recommendation: Authorize the County Manager to sign and submit the attached letter to request a 12-month extension for Continental Structural Plastics/Teijin Automotive Building Reuse Grant.

**ATTACHMENTS:**
1. Continental Structural Plastics - extension req

Rowan County Office of the Manager
130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180 FAX 704-216-8195

[DATE], 2023

Hazel Edmond
NC Department of Commerce
Rural Economic Development Division
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

Re: Request for Extension
Rowan County
Continental Structural Plastics Building Reuse
Project Number: 2021-013-3201-2587

Dear Ms. Edmond:

Rowan County respectfully requests a one-year extension be granted for the above-referenced project until August 20, 2024.

As was reported in the most recent Progress Report, construction is complete, and all funds ($460,000) have been drawn down. Continental Structural Plastics is now operating as Teijin Automotive Technologies NC and continues to have many temps in the workforce. The 4th quarter 2022 job report shows monthly full-time employment statewide as 476, 476 and 469. While the first quarter of 2023 shows 469, 469, and 462. The baseline is 489.

The company is involved in "Project Unity" in which they are taking in and training Ukranian immigrants and converting many to full time employment. All efforts will be undertaken to hire permanent full-time employees to fulfill the grant requirements.

Thank you for your consideration of this request.

Sincerely,

Aaron Church
County Manager

Equal Opportunity Employer
recycled paper

**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, Brenda McCubbins, Elections Director
**DATE:** 8/7/2023
**SUBJECT:** Sole-Source for Printelect - 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

Board of Elections is required to print ballots and must select from approved printers. Printelect is an approved printer for ballots and has worked with the County and ES&S, our contracted software provider, for several years. Our agreement with the ES&S states that if we choose to use a non-ES&S Ballot Partner Printer, we are responsible for all cost associated with correcting any problems. For this reason, staff is asking to continue to use Printelect as an approved printer. For the last 2 general elections the cost of the ballot printing has ranged from $25,000 to $51,000 at this time this would be our best estimate for cost of this year's ballot printing.

**Recommendation:**
Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the purchase with Printelect for FY24; not to exceed $51,000.00.

**ATTACHMENTS:**
1. Quote

OWEN G. DUNN COMPANY, INC.
Since 1902

Printelect
YOUR ELECTIONS PARTNER

# ESTIMATE

**Printelect**
3731 Trent Rd., New Bern, NC 28562
(800) 682-4500

**Estimate#:** Q2166
**Date:** 7/22/2023 by Tammy Malone



**Active**

## Estimate Information

| | | | | | |
|---|---|---|---|---|---|
| | | **Bill To:** | | **Ship To:** | |
| | | **Company:** | **Rowan County, NC BOE** | **Company:** | **Rowan County, NC BOE** |
| | | **Address:** | 1935 Jake Alexander Blvd West. | **Address:** | 1935 Jake Alexander Blvd West. |
| **Quote Date:** | 7/22/2023 | **City:** | Salisbury | **City:** | Salisbury |
| **Sales Rep:** | Tammy Malone | **State:** | NC | **State:** | NC |
| **Terms:** | Net/30 | **Zip:** | 28147 | **Zip:** | 28147 |

## Line Items

| ESS P/N | Quantity | Product | Unit Price | Amount |
|---|---|---|---|---|
| | 40,000 | Election Ballots | $0.235 | $9,400.00 |
| | | 14" - 1 sided - Packs of 100 | | |
| | 30,000 | Box by Style/Precinct | $0.200 | $6,000.00 |
| | | Folded Ballots -additional cost .08 | | |
| | 1 | Prefilled Test Set Up | $75.000 | $75.00 |
| | 300 | Prefilled Test Deck | $0.220 | $66.00 |
| | 1 | Shipping and Handling - TBD | | |
| | 1 | Prices subject to change | | |

Sales Tax Rate: 7.00%

| | |
|---|---|
| Subtotal: | $15,541.00 |
| Discount: | |
| Sales Tax: | $0.00 |
| Shipping: | |
| **Total:** | **$15,541.00** |

Accepted by _____ Date _____

**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:** 8/7/2023

**SUBJECT:** GRANT AGREEMENT: Request Approval of Section 5311 Community Transportation Grant Program for Rowan Transit (Allocation Increase)

---

Due to the increase in vehicle costs, Rowan County requested to the NC Board of Transportation that additional funds be added to the FY23 Capital Grant. On June 6, 2023, the NC Board of Transportation approved additional funds in the amount of $112,280 to amend the Section 5311 Community Transportation Grant Program funds.

Recommendation:

1. Approve the County Manager to execute the attached "NONURBANIZED AREA PUBLIC TRANSPORTATION SUPPLEMENTAL AGREEMENT FOR COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM," and accept the funding therein.
2. Approve the attached Budget Amendment reflecting the increase in funding.

**ATTACHMENTS:**

1. FY23 CAPITAL SUPPLEMENTAL AGREEMENT
2. Budget Amendment

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

and

**ROWAN COUNTY**

NONURBANIZED AREA PUBLIC TRANSPORTATION SUPPLEMENTAL AGREEMENT FOR
**COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM**

Federal Award Identification

| | |
|---|---|
| Agreement Number: | **2000062434** |
| NCDOT Project Number: | **23-CT-037-01** |
| Approved Indirect Cost Rate: | **N/A** |
| FAIN Number(s): | **NC-2022-034-00** |
| CFDA Number: | **20.509** |
| UEI Number: | **GCB7UCV96NW6** |
| Total Amount of Award (Federal): | **$323,800** |

THIS SUPPLEMENTAL AGREEMENT entered into this the_____day of _____20__ by and between **ROWAN COUNTY.** (hereinafter referred to as the "Contractor"), and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the "Department"), witnesseth that:

WHEREAS, the Contractor heretofore entered into an agreement with the Department to implement, carry out capital projects funded with Federal Transit Administration 5311 grant program funds administered by the State: and

WHEREAS, the said agreement dated **September 15, 2022,** sets forth the purpose of the Agreement and the public transportation capital projects and services as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved

and transmitted by the Contractor to the Department, and states the terms and conditions as to the manner in which the Project will be undertaken; and

WHEREAS, the Agreement allows for the Contractor and the Department to revise or amend the agreement when there is a change in project circumstances or information causing an inconsistency with the terms of the Agreement and requires said agreement to be signed by the original signatories or their authorized designees; and

WHEREAS, the Contractor and Department find it necessary to revise the Project Agreement to correct language in Section 3: Period of Performance and Section 5: Cost of Project/Project Budget.

NOW THEREFORE, in consideration that the Department has determined that the Agreement be revised as follows:

**That language appearing in Section 3 of the agreement and reading as follows:**

**3. Period of Performance:**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **JULY 1, 2022, to JUNE 30, 2024** Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

**That language appearing in Section 5 of the agreement and reading as follows**:
Section 5: Project Implementation.

b. Cost of Project. The total cost of the Project approved by the Department is **TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY DOLLARS ($211,520)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

| **Capital I WBS** | Capital Total | Capital Federal (0%) | Capital State (90%) | Capital Local (10%) |
|---|---|---|---|---|
| 36233.88.23.3 | $211,520 | $0 | $190,368 | $21,152 |
| Agreement # 2000062434 | | | | |
| **Project Total** | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | $211,520 | $0 | $190,368 | $21,152 |

**Be, and hereby amended and revised to read as follows:**

Section 3. Period of Performance.
This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **JULY 1, 2022 to JUNE 30, 2025.**

Section 5. Project Implementation.

b. Cost of Project. The Project Capital budget is increased by $112,280 to provide additional funding for the purchase of vehicles due to the increase in price. The project budget is amended as follows: Federal: $0, State: $291,420, Local: $32,380.

c. The project budget is hereby amended to incorporate the total cost of the Project approved by the Department **THREE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED DOLLARS ($323,800)** The Department shall provide, from Federal funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

| **Capital I WBS** | Capital Total | Capital Federal (0%) | Capital State (90%) | Capital Local (10%) |
|---|---|---|---|---|
| 36233.88.23.3 | $323,800 | $0 | $291,690 | $32,410 |
| Agreement #:2000062434 | | | | |
| | | | | |
| **Project Total** | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | $323,800 | $0 | $291,690 | $32,410 |

IN WITNESS THEREOF, this Supplemental Agreement has been executed by the Department, an agency of the State of North Carolina, and **ROWAN COUNTY**, the Contractor, by and through a duly authorized representative, and is effective the date and year first above written. By reference, this Supplemental Agreement incorporates and extends all of the provisions of the attached "Agreement" dated **September 15, 2022**.

**ROWAN COUNTY**

BY: _____

TITLE: **COUNTY MANAGER**

(SEAL)

ATTEST: _____

TITLE: _____

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

BY: _____

TITLE: **DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 23-CT-037-01
SPONSOR: ROWAN COUNTY
WBS: 36233.88.23.3

DEPARTMENT 4523 - CAPITAL BUS ROLLING STOCK

| TITLE | DESCRIPTION | APPROVED BUDGET | CHANGE +/- | PROPOSED BUDGET |
|---|---|---|---|---|
| G546 | 20' Light Transit Vehicle w/whelchair lift (Replacement) | $69,550 | $44,950 | $114,500 |
| G548 | Raised Roof Van w/lift (Replacement) | $140,170 | $67,330 | $140,170 |
| G591 | Veh Lettering/Logos | $1,800 | | $1,800 |
| **TOTAL CAPITAL** | | **$211,520** | **$112,280** | **$256,470** |

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 23-CT-037-01
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 6/6/2023

PROJECT SPONSOR: ROWAN COUNTY
PROJECT DESCRIPTION: FY2023 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 CAPITAL I - BUS: ROLLING STOCK 36233.88.23.3 $324,100
PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2025

II. TOTAL PROJECT FUNDING

| | | TOTAL | FEDERAL | STATE | LOCAL |
|---|---|---|---|---|---|
| CAPITAL I - ROLLING STOCK | 36233.88.23.3 | 100% | 0% | 90% | 10% |
| AGREEMENT # | | $324,100 | $0 | $291,690 | $32,410 |
| **TOTAL BUDGET** | | **$324,100** | **$0** | **$291,690** | **$32,410** |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 23-CT-037-01
SPONSOR: ROWAN COUNTY
WBS: 36233.88.23.3

DEPARTMENT 4523 - CAPITAL I - ROLLING STOCK

| TITLE | DESCRIPTION | APPROVED BUDGET |
|---|---|---|
| G546 | 20' Light Transit Vehicle w/whelchair lift (Replacement) | $69,550 |
| G548 | Raised Roof Van w/lift (Replacement) | $140,170 |
| G591 | Veh Lettering/Logos | $1,800 |
| | **TOTAL CAPITAL I BUDGET** | **$211,520** |
| | **TOTAL CAPITAL BUDGET** | **$211,520** |

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL: **Due to higher vehicle prices, additional grant funding for Capital-Vehicles is needed to cover the FY 2023 Vehicle Order. NCDOT approved the additional funding on June 8, 2023**

Prepared by: Kristy Livengood
Date: 7/27/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | E/R | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Appropriated Fund Bal. - Unrestricted | R | 1143390-495000 | 11,228 | |
| DOT CTP Capital Grant | R | 1144520-434119 | 101,052 | |
| C/A- Vehicles | E | 1154520-575035 | 112,280 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: VSS | | Approved: | Budget Revision # 01-656 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 7/27/2023 | | Date: | Posted by: |
| Signature: | | Signature: | Approved by: |

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 8, 2023

Mr. Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY23 Community Transportation Program (Section 5311)
Project No.: 23-CT-037-01
WBS Element No.: 36233.88.23.3 (Capital)
Period of Performance: 7/1/2022 – 6/30/2025

Dear Mr. Church:

On June 6, 2023, the North Carolina Board of Transportation approved additional funds in the amount of $112,280 to amend Section 5311 Community Transportation Grant Program.

Originals of the supplemental agreement to be executed between Rowan County and the North Carolina Department of Transportation are enclosed. The resolution authorizes the Chairperson to enter into this agreement on behalf of your agency.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

Ryan Brumfield
Director

RB\mf
Attachments

*Mailing Address:*
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

*Telephone:* 919-707-2600
*Fax:* 919-733-1391
*Customer Service:* 1-877-368-4968

*Website :* www.ncdot.gov

*Location:*
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

# ROWAN TRANSIT SYSTEM

2726 Old Concord Road, Salisbury North Carolina 28146
Telephone: 704-216-8888 Fax: 704-216-7978


NCDOT-IMD
1550 Mail Service Rd
Raleigh, NC 27699-1550

June 12, 2023

RE: FY23 Capital Grant Change
Agreement number: 200062434

Please find the change request for FY23 Capital grant. Rowan County is requesting additional funds due to the increase in vehicle costs.

The following changes are requested:

G546 - $44,950 in additional funds

G548 - $67,330 in additional funds

If you have any questions or need additional information, please do not hesitate to contact me at 704-216-7753 or Valerie.steele@rowancountync.gov.

Respectfully,

Valerie Steele
Airport & Transit Director

# ROWAN TRANSIT SYSTEM

## REVENUE LINE

| | | Total Federal and State Combined | |
|---|---|---|---|
| | $ | 956,587.00 | |
| FY23 | $ | 190,368.00 | |
| Total | $ | 1,146,955.00 | Already in FY 24 Budget |
| | | | |
| FY23 Additional Cost | $ | 101,052.00 | |
| | | | |
| **Updated FY 24 Budget Total** | **$** | **1,248,007.00** | |

## EXPENDITURE LINE

| | | Total Expenditure Line | |
|---|---|---|---|
| | $ | 1,094,828.00 | |
| FY23 | $ | 217,831.00 | |
| Total | $ | 1,312,659.00 | Already in FY 24 Budget |
| | | | |
| FY23 Additional Cost | $ | 112,280.00 | |
| | | | |
| **Updated FY 24 Budget Total** | **$** | **1,424,939.00** | |

R.

## Account

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Fund | 1010 | GEN FD | Acct | 1010-45-4500-4500-4520-0000-000-4-434119- | | | |
| Org | 1144520 | TRANST REV | Acct name | DOT CTP CAPITAL GRANT | | | Account Notes |
| Object | 434119 | CTP CAP GT | Type | Revenue | Status | Active | |
| Project | | | Rollup | | | | |
| | | | Sub-Rollup | | | | |

4 Year Comparison | History | 4 Year Graph | History Graph

| Yr/Per 2023/13 | Fiscal Year 2023 | Fiscal Year 2022 | Fiscal Year 2021 | Fiscal Year 2024 |
|---|---|---|---|---|
| Original Budget | -190,368.00 | -592,200.00 | -172,147.00 | -1,146,955.00 |
| Transfers In | -592,200.00 | -172,147.00 | .00 | .00 |
| Transfers Out | .00 | .00 | .00 | .00 |
| Revised Budget | -782,568.00 | -764,347.00 | -172,147.00 | -1,146,955.00 |
| Actual (Memo) | -320,809.00 | .00 | .00 | .00 |
| Encumbrances | .00 | .00 | .00 | .00 |
| Requisitions | .00 | | | .00 |
| Available | -461,759.00 | -764,347.00 | -172,147.00 | -1,146,955.00 |
| Percent used | 40.99 | .00 | .00 | .00 |

1•146•955•000•
101•052•000•
1•248•007•000•+

E

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Fund | 1010 | GEN FD | Acct | 1010-45-4500-4500-4520-0000-000-5-575035- | | | |
| Org | 1154520 | TRANST EXP | Acct name | C/A - VEHICLES | | | Account Notes |
| Object | 575035 | C/A-VEHICL | Type | Expense | Status | Active | |
| Project | | | Rollup | | | | |
| | | | Sub-Rollup | | | | |

4 Year Comparison | GAAP w/Carry Forward | History | 4 Year Graph | History Graph

| Yr/Per 2023/13 | Fiscal Year 2023 | Fiscal Year 2022 | Fiscal Year 2021 | Fiscal Year 2024 |
|---|---|---|---|---|
| Original Budget | 217,831.00 | 677,935.00 | 196,993.00 | 1,312,659.00 |
| Transfers In | 677,635.00 | 196,831.00 | .00 | .00 |
| Transfers Out | .00 | .00 | .00 | .00 |
| Revised Budget | 895,466.00 | 874,766.00 | 196,993.00 | 1,312,659.00 |
| Actual (Memo) | 367,099.90 | 833.41 | 162.00 | .00 |
| Encumbrances | .00 | .00 | .00 | .00 |
| Requisitions | .00 | | | .00 |
| Available | 528,366.10 | 873,932.59 | 196,831.00 | 1,312,659.00 |
| Percent used | 41.00 | .10 | .08 | .00 |

112•280•000+
211•520•000+
323•800•000*+

0•*

1•312•659•000+
112•280•000+
1•424•939•000*+

FY23 - Vehicle Order & NCDOT IMD AGREEMENT

ADDITIONAL COST 112-280-x-10-2

LM 10/10 11-228-000-x-

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

Valerie,

As you are aware FY 22 and FY 23 vehicle purchases were cancelled by the vendors because of massive supply chain issues. Now the transit systems may reorder those same vehicles, but the price has increased. IMD has calculated the amounts to be added to your agreement(s) so that your transit system will have sufficient funds to reorder those vehicles.

To receive the extra funding, you will need to create a change request in Fiori / EBS requesting the additional funding amount. This is a similar process to what you did to receive the additional CARES allocations after the first one.

Below you will find a table with the year of the vehicle ordered (either FY 22 or FY 23), the system name, agreement number, the total additional vehicle costs, and amount to be added per G-code in the agreement. The sum of the amounts to be added per G-code will equal the amount shown in the additional vehicle costs column of the spreadsheet. I have included a short text justification blurb to add into the change request as well.

This change request doesn't count against your 2 change requests allowed per agreement per year.

| Year | Grantee | Agreement # | Additional Vehicle Costs | Amount to be Added per G Code | | | |
|---|---|---|---|---|---|---|---|
| 23 | Rowan County | 2000062434 | $112,280.00 | G546 | $44,950.00 | G548 | $ 67,330 |

**Change Request justification template: <SYSTEM NAME> is requesting additional funds due to the increase in vehicle cost.**

Also, IMD Finance has notified us that cover letters on agency letterhead are required for the supplemental vehicle funding change requests. (attached is a template for the cover letter). The cover letter should be included with the change request in EBS.

Please reach out if you have questions or need assistance. The deadline for you to have the change requests in EBS is by June 14th.

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Aaron Poplin, Planning Technician
**DATE:** 8/7/2023
**SUBJECT:** Schedule public hearing for Z 03-23 for August 21, 2023

---

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

Schedule public hearing for Z 03-23 for August 21, 2023

**ATTACHMENTS:**
1. Staff Report
2. GIS Map
3. Application

DEPARTMENT OF PLANNING & DEVELOPMENT
DATE: 07/26/2023
STAFF CONTACT: AARON POPLIN

# REZONING PETITION: Z 03-23

**REQUEST:** MHP to RA

**PARCEL ID:** 607 011000001

**LOCATION:** 2935 Old Union Church Rd.

**ACERAGE:** 15.64

**CURRENT LAND USE:** residential/ manufactured home park.

**OWNER:** William Noles

**APPLICANT:** Tanya Poole

## Background

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

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

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

## Relationship with any plans and policies

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

## Consistency with the requested zoning district's purpose and intent

**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 nonresidential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other nonresidential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed nonresidential uses. The most intensive land uses would not be allowed in this district.

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

Compatibility of Uses: the RA district is primarily a residential district and is the most common zoning district in the County. Most non-residential uses are only allowed as a Rural Home Occupation.

| MAJOR GROUP | INDUSTRY GROUP | MHP | RA |
|---|---|---|---|
| **Residential** | | Permitted. Manufactured home park with SUP | Permitted |
| **Construction** | | Not Permitted | Permitted with SR |
| **Manufacturing** | | Not Permitted | Permitted with SR |
| | "Heavy Impact Uses" | Not Permitted | Not Permitted |
| **Transp., Com., Elec. / Gas, & Sanitary Svc.** | | Not Permitted | Some Permitted with SR |
| **Wholesale Trade** | | Not Permitted | Most Permitted with SR |
| **Retail Trade** | | Not Permitted | Permitted with SR |
| **Finance, Ins., & Real Est.** | | Not Permitted | Permitted with SR |
| **Services** | | Not Permitted | Most Permitted with SR |
| | Misc. Amusement & Rec. | Not Permitted | Not Permitted |
| **Public Admin.** | | Not Permitted | Not Permitted |

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

Source:

Conditions within the vicinity (see enclosed map): The area around the request is mostly residential and wooded lots.

## Potential impact on facilities such as roads, utilities and schools

Roads: The RA district would not increase the number of homes allowed on the property.

Utilities: The houses use a community well and individual septic systems.

Schools: N/A

## Decision making and procedures

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

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

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

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

## June Planning Board Meeting

The Rowan County Planning Board conduced a courtesy hearing for Z 03-23 at their June meeting. No one from the community spoke in opposition to the request. The Planning Board did not state any concerns for the request.

The Planning Board adopted the following statement:

Z 03-23 is consistent with the East Rowan Land Use Plan and is reasonable based on the following:

1) it is compatible with other surrounding parcels
2) current MHP zone allows no room for expansion, the change to RA will allow subdivision of the parcel to supplement residential growth.

The statement was adopted unanimously.

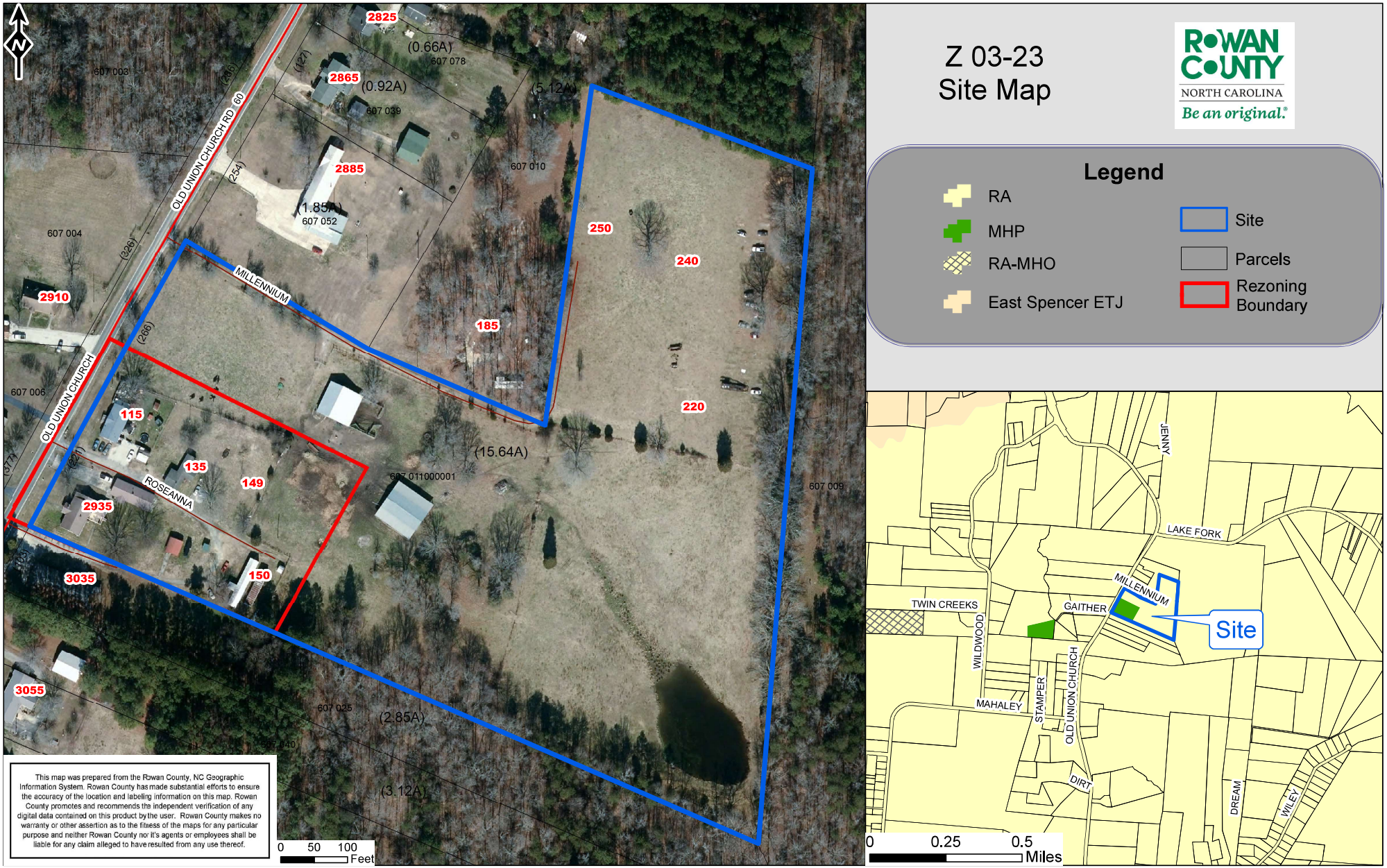
The motion to approve the application was adopted unanimously.

## Staff Comments

- The homes in the existing manufactured home park will become legal nonconforming uses.
- The existing MHP zone is not large enough to allow for expansion of the park.
- This is a straight rezoning so no conditions may be added to the request.

## Attachments

- GIS Map
- Application


Z 03-23
Site Map
ROWAN COUNTY
NORTH CAROLINA
Be an original.
Legend
RA
MHP
RA-MHO
East Spencer ETJ
Site
Parcels
Rezoning Boundary
2825
(0.66A)
607 078
2865
(0.92A)
607 039
(5.12A)
607 003
OLD UNION CHURCH RD
(246)
(127)
(254)
2885
(1.85A)
607 052
607 010
607 004
(326)
250
240
MILLENNIUM
2910
185
(266)
607 006
OLD UNION CHURCH
220
115
(15.64A)
(221)
135
149
607 011000001
607 009
ROSEANNA
2935
3035
150
3055
607 025
(2.85A)
607 040
(3.12A)
This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor it's agents or employees shall be liable for any claim alleged to have resulted from any use thereof.
0 50 100 Feet
JENNY
LAKE FORK
MILLENNIUM
Site
TWIN CREEKS
GAITHER
WILDWOOD
STAMPER
OLD UNION CHURCH
MAHALEY
DIRT
DREAM
WILEY
0 0.25 0.5 Miles

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

Case # Z
Date Filed 5/9/23
Received By CAN 500
Amount Paid 500

**Office Use Only**

# REZONING APPLICATION

## OWNERSHIP INFORMATION:

Name: William Noles
Signature: William Noles
Phone: 704 633 0151 Email: NolesWilliam@bellsouth.Net
Address: 2935 Old Union Church Rd Salisbury NC 28146

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

Name: Tanya O Poole
Signature:
Phone: 704-232-0368 Email: tpoole912@gmail.com
Address: 115 Roseanna Pl Salisbury NC 28146

## PROPERTY DETAILS:

Tax Parcel(s): 607 011000001 Size (sq.ft. or acres): 15.64
Property Location: 2935 Old Union Church Rd Salisbury NC 28146
Current Land Use: Residential
Date Acquired: 8-15-2014 Deed Reference: Book 1239 Page 938

## REQUEST DETAILS:

MHP

Existing Zoning District Trailer park Requested Zoning District RA

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

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

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

## AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), William Noles, 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): William Noles William Noles

Date: 5-9-23

Name of Applicant / Agent: Tanya D Poole

Address: 115 Roseanna Pl Salisbury NC 28146

Phone Number: 704 232 0368

**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** NC **COUNTY OF** Rowan

I, Julie A Willis, a Notary Public for said County and State, do hereby certify that William L Moles Jr personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires April 10, 2027.

SEAL
JULIE A WILLIS
NOTARY PUBLIC
ROWAN COUNTY, NC

---

**OFFICIAL USE ONLY**

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

---

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Jody Farrow-Bennett, Purchasing and Contract Administration Director, Travis Allen, Sheriff
**DATE:** 8/7/2023
**SUBJECT:** Trinity Services Group, Inc. - FY24

---

Rowan County is under contract with Trinity Services Group, Inc. to provide food services at the detention center and jail annex. The contract allows for an increase based on consumer price index (CPI) after the first 3 years. On September 6, 2022 the BOC approved an increase to 12.1%; Agenda Item M. We are currently in year 4. Trinity is requesting an increase of 8.3% effective July 1, 2023. The attached letter explains the requested price increase. At this time, no budget amendment is needed but Finance and Sheriff's Office will monitor it closely.

Attached is the master agreement, price and the adjustment letter.

**Recommendation:**
Board of Commissioners to authorize the County Manager to approve a price adjustment for food services at the detention center and jail annex with Trinity Services of 8.3%.

**ATTACHMENTS:**
1. Agreement
2. Original Contract

TRINITY SERVICES GROUP, INC.

**Confirmation Copy**

June 16, 2023

Rowan County Finance Department
Mr. Aaron Church
130 West Innes Street, Suite 110-120
Salisbury, NC 28144

Re: Food Services Agreement

Dear Mr. Church:

It continues to be an honor and a privilege to provide food services at the Rowan County Detention Center. As you are aware, the parties may, by mutual agreement, extend the Agreement for another year, effective July 1, 2023. Trinity respectfully requests that we exercise the annual renewal option and effective on the renewal date, per the Agreement, adjust meal prices equal to the change in the Consumer Price Index, Food Away From Home. Based on the most recent Index data (copy enclosed), the change in the Index over the last year was 8.3%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective upon the renewal date of the agreement, July 1, 2023.

Assuming you agree with extending the term through June 30, 2024 and adjusting the meal prices as stated herein, please countersign the enclosed confirmation copy of this letter and return it to our office

Again, thank you for the opportunity to work with you and your staff. We strive to exceed our client's expectations so please feel free to contact me if you ever have any questions or concerns regarding our services.

Very truly yours,

Tom Phillips
District Manager
Trinity Services Group
Tom.phillips@trinityservicesgroup.com
757-373-4634

Approved:

By: _____

Title: _____

Date: _____

TRINITY SERVICES
GROUP, INC.

SCHEDULE 1
PRICE PER MEAL SCALE
ROWAN COUNTY DETENTION CENTER AND JAIL ANNEX
EFFECTIVE July 1, 2023

| FROM | TO | Price per Meal |
|---|---|---|
| 140 | 159 | $2.930 |
| 160 | 179 | $2.683 |
| 180 | 199 | $2.491 |
| 200 | 219 | $2.337 |
| 220 | 239 | $2.211 |
| 240 | 259 | $2.108 |
| 260 | 279 | $2.019 |
| 280 | 299 | $1.943 |
| 300 | 319 | $1.877 |
| 320 | 339 | $1.818 |
| 340 | 359 | $1.769 |
| 360 | 379 | $1.728 |
| 380 | 399 | $1.693 |
| 400 | 419 | $1.659 |
| 420 | 439 | $1.631 |
| 440 | 459 | $1.604 |
| 460 | 479 | $1.579 |
| 480 | 499 | $1.557 |
| 500 | 519 | $1.537 |
| 520 | 539 | $1.518 |
| 540 | And over | $1.501 |

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

**ROWAN COUNTY CONTRACT MEMORANDUM**

**TO:** Aaron Church - County Manager

**FROM:** Kevin L Auten

**TITLE:** Kevin L Auten, Sheriff

**DATE:** 09/21/2022

**SUBJECT:** Trinity Food Service

---

**PURPOSE OF CONTRACT:**

This activity is needed due to the rising costs of food and the service provider requested a significant price increase.

**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.***

Kevin L Auten
Kevin L Auten (Sep 21, 2022 21:00 EDT)

**Signature of Director**

09/21/2022

**DATE**

TRINITY SERVICES GROUP, INC.

September 9, 2022

Rowan County Finance Department
Mr. Aaron Church
130 West Innes Street, Suite 110-120
Salisbury, NC 28144

Re: Price Adjustment – Food Service Agreement

Dear Mr. Church:

It has been an honor and a privilege to provide food services at the Rowan County Detention Center and the Jail Annex. We appreciate your continued commitment to working with us through these difficult times. Over the past year, we have continued to do everything in our power to weather the financial storm resulting from the pandemic. However, the continuous and compounding financial impact of a shrinking labor force and rising inflation necessitates that we now come to you with a price adjustment request to help offset some of our significant losses.

As I'm sure the County is aware, the existing labor market continues to present unique and unprecedented challenges to all employers in not only hiring qualified candidates, but also retaining them. Trinity is increasing hourly wages from $11.00 per hour to $16.00 per hour to remain competitive. This wage increase will have a $0.162 increase in our cost of doing business.

Additionally, our Agreement contained pre-determined prices for the first three years of the contract. As we all know, inflation has far out paced the 2% increase anticipated at the time of our Agreement. The CPI published in June showed an increase of 7.4%. Therefore, Trinity is requesting an additional 12.1% increase in the price per meal.

I have attached a new pricing scale that, with your approval, we propose be implemented effective October 1, 2022, incorporating the 12.1% increase outlined above, which supersedes all previous price scales.

As a final note Trinity agrees to sit down with Rowan County Sheriffs Department and County Finance in early February 2023 to discuss the future July 2023 contract renewal to allow time to get in front of the County's 2023-2024 budget development process.

Trinity sincerely appreciates the opportunity to serve you and your team at Rowan County. Thank you for your business. We always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

TRINITY SERVICES GROUP, INC.

Steve Sleigh
Steve Sleigh (Sep 20, 2022 17:00 EDT)
09/20/2022

Very truly yours,

Tom Phillips
District Manager
Trinity Services Group
Tom.phillips@trinityservicesgroup.com
757-373-4634

**Steve Sleigh**
E-signed 2022-09-20 05:00PM EDT
steves@trinityservicesgroup.com
Keefe Group

Approved:

By: _____
Aaron Church

Date: 09/27/2022

**Aaron Church**
E-signed 2022-09-27 09:45AM EDT
aaron.church@rowancountync.gov
Rowan County, NC Information Systems

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

Anna R Burngarner

TRINITY SERVICES GROUP, INC.

SCHEDULE 1
PRICE PER MEAL SCALE
ROWAN COUNTY DETENTION CENTER AND JAIL ANNEX
EFFECTIVE October 1, 2022

| FROM | TO | Year 3 | Price Per Meal |
|---|---|---|---|
| 140 | 159 | $2.413 | $2.705 |
| 160 | 179 | $2.210 | $2.477 |
| 180 | 199 | $2.052 | $2.300 |
| 200 | 219 | $1.925 | $2.158 |
| 220 | 239 | $1.822 | $2.042 |
| 240 | 259 | $1.736 | $1.946 |
| 260 | 279 | $1.663 | $1.864 |
| 280 | 299 | $1.600 | $1.794 |
| 300 | 319 | $1.546 | $1.733 |
| 320 | 339 | $1.498 | $1.679 |
| 340 | 359 | $1.457 | $1.633 |
| 360 | 379 | $1.424 | $1.596 |
| 380 | 399 | $1.394 | $1.563 |
| 400 | 419 | $1.367 | $1.532 |
| 420 | 439 | $1.343 | $1.506 |
| 440 | 459 | $1.321 | $1.481 |
| 460 | 479 | $1.301 | $1.458 |
| 480 | 499 | $1.283 | $1.438 |
| 500 | 519 | $1.266 | $1.419 |
| 520 | 539 | $1.251 | $1.402 |
| 540 | And over | $1.236 | $1.386 |

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Anna Bumgarner, Finance Director, and Sheriff Auten |
| **DATE:** | 09/06/2022 |
| **SUBJECT:** | Trinity Services Group, Inc. |

---

Rowan County is under contract with Trinity Services Group, Inc. to provide food services at the detention center and jail annex. The contract allows for an increase based on consumer price index (CPI) after the first 3 years. We are currently in year 3. Trinity is requesting an increase of 12.1% effective October 1, 2022. The attached letter explains the requested price increase. At this time no budget amendment is needed but Finance and Sheriff Office will monitor closely.

Attached is the master agreement, price and the adjustment letter.

Board of Commissioners to authorize the County Manager to approve a price adjustment for food services at the detention center and jail annex with Trinity Services of 12.1%.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| letter | 9/10/2022 | Backup Material |
| Master Contract | 9/10/2022 | Backup Material |

Workflow Acknowledgment

Purchasing Director:

**Jody Farrow-Bennett**
E-signed 2022-09-22 11:37AM EDT
jody.farrow-bennett@rowancountync.gov
Rowan County, NC Information Systems

BOC Approval: BOC Original Approval date 6/1/2022 Agenda Item C.
BOC Current Approval 9/19/2022 Agenda Item M.

Insurance: Sufficient and Attached in Munis.

Comment:

CIO:

**Randy Cress**
E-signed 2022-09-26 12:17PM EDT
randy.cress@rowancountync.gov
Rowan County, NC Information Systems, Assistant County Manager /

COI Comment:

County Attorney:
Jay Dees (Sep 26, 2022 14:40 EDT)

**Jay Dees**
E-signed 2022-09-26 02:40PM EDT
jay.dees@rowancountync.gov

Legal Comment:

Finance Director:

**Anna Bumgarner**
E-signed 2022-09-26 05:08PM EDT
anna.bumgarner@rowancountync.gov
Rowan County, NC Information Systems

Finance Comment: FY23 budget should be sufficient to cover price change. RCSO and Finance will monitor closely to determine if additional funds will be needed before year-end.

# Contract Change Order 21021 - Trinity Services - Sheriff's Office

Final Audit Report 2022-09-27

| | |
|---|---|
| Created: | 2022-09-20 |
| By: | Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAHsZ7NqzuZYBx7ZqM1xFtN47v57dptYRe |

## "Contract Change Order 21021 - Trinity Services - Sheriff's Office" History

Document created by Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)
2022-09-20 - 6:48:01 PM GMT

Document emailed to Steve Sleigh (steves@trinityservicesgroup.com) for signature
2022-09-20 - 7:42:51 PM GMT

Email viewed by Steve Sleigh (steves@trinityservicesgroup.com)
2022-09-20 - 7:43:20 PM GMT

Agreement modified by Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)
2022-09-20 - 7:43:23 PM GMT

Agreement modified acknowledged by Steve Sleigh (steves@trinityservicesgroup.com)
2022-09-20 - 8:24:45 PM GMT

Document e-signed by Steve Sleigh (steves@trinityservicesgroup.com)
Signature Date: 2022-09-20 - 9:00:26 PM GMT - Time Source: server

Document emailed to kevin.auten@rowancountync.gov for signature
2022-09-20 - 9:00:30 PM GMT

Email viewed by kevin.auten@rowancountync.gov
2022-09-20 - 9:00:35 PM GMT

Email viewed by kevin.auten@rowancountync.gov
2022-09-21 - 9:06:34 PM GMT

Signer kevin.auten@rowancountync.gov entered name at signing as Kevin L Auten
2022-09-22 - 1:00:19 AM GMT

Document e-signed by Kevin L Auten (kevin.auten@rowancountync.gov)
Signature Date: 2022-09-22 - 1:00:20 AM GMT - Time Source: server

Document emailed to Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov) for signature
2022-09-22 - 1:00:23 AM GMT

Email viewed by Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)
2022-09-22 - 1:00:34 AM GMT

Document e-signed by Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)
Signature Date: 2022-09-22 - 3:37:51 PM GMT - Time Source: server

Document emailed to Randy Cress (randy.cress@rowancountync.gov) for signature
2022-09-22 - 3:37:55 PM GMT

Email viewed by Randy Cress (randy.cress@rowancountync.gov)
2022-09-22 - 3:38:03 PM GMT

Email viewed by Randy Cress (randy.cress@rowancountync.gov)
2022-09-23 - 3:43:31 PM GMT

Email viewed by Randy Cress (randy.cress@rowancountync.gov)
2022-09-24 - 3:43:14 PM GMT

Email viewed by Randy Cress (randy.cress@rowancountync.gov)
2022-09-25 - 3:43:07 PM GMT

Email viewed by Randy Cress (randy.cress@rowancountync.gov)
2022-09-26 - 3:43:22 PM GMT

Document e-signed by Randy Cress (randy.cress@rowancountync.gov)
Signature Date: 2022-09-26 - 4:17:47 PM GMT - Time Source: server

Document emailed to Jay Dees (jay.dees@rowancountync.gov) for signature
2022-09-26 - 4:17:56 PM GMT

Email viewed by Jay Dees (jay.dees@rowancountync.gov)
2022-09-26 - 4:18:03 PM GMT

Document e-signed by Jay Dees (jay.dees@rowancountync.gov)
Signature Date: 2022-09-26 - 6:40:58 PM GMT - Time Source: server

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2022-09-26 - 6:41:02 PM GMT

Email viewed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
2022-09-26 - 6:41:08 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2022-09-26 - 9:08:37 PM GMT - Time Source: server

Document emailed to Aaron Church (aaron.church@rowancountync.gov) for signature
2022-09-26 - 9:08:41 PM GMT

Email viewed by Aaron Church (aaron.church@rowancountync.gov)
2022-09-26 - 9:08:46 PM GMT

Document e-signed by Aaron Church (aaron.church@rowancountync.gov)
Signature Date: 2022-09-27 - 1:45:20 PM GMT - Time Source: server

Agreement completed.
2022-09-27 - 1:45:20 PM GMT

**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, Alyssa Harris, Public Health Director
**DATE:** 8/7/2023
**SUBJECT:** Registered Environmental Health Specialist (REHS) - Jon Matthew Lamb

---

The County intends to request a procurement policy revision which will include a provision under procurement of services exempting the Health Department and Department of Social Services, from the Bid process due to state-regulated and required programs. The state programs are regulated with standardized county contract information and a cost rule model which satisfies the need for competitive bidding.

The County request to authorize the Health Director the ability to approve a direct contract with Jon Matthew Lamb who has been certified and registered as an environmental health specialist.

The Health Director will also be approving the required EHS contract and application. These forms are state-regulated contracts between the Local Health Department (LHD) ie. Rowan, and the Health Director from another LHD. The EHS contract and application are written to ensure the health director in the agent's county is aware and the State Environmental Health department will be notified to grant authorization (since authorization only applies to the agent's primary LHD of employment).

**Recommendation:**
Board of Commissioners to authorize the Health Director to approve a contract with REHS - Jon Matthew Lamb.

**ATTACHMENTS:**
1. EHS Contract
2. EHS Application
3. Contract

**AUTHORIZATION CONTRACT**

**Pursuant to 15A N.C.A.C 1O, the parties *Name of County* County Health Department and *EHS NAME* enter into the following CONTRACT FOR *Name of Service*.**

**The parties are the *Name of County* County Health Department, *Address Here*, and *EHS NAME, Address Here.***

***EHS NAME* agrees to perform and the *Name of County* County Health Department agrees to pay her/him for inspections of *Name of Service*.**

**Pursuant to 15A N.C.A.C 1O.0105 (b) (3), the parties agree that the original public records shall remain in the *Name of County* County Health Department for which the work is performed. *EHS NAME* shall leave the public records at the *Name of County* County Health Department or with an individual employed by the *Name of County* County Health Department who shall be responsible for returning said records to the *Name of County* County Health Department within two business days of the service provided.**

**Pursuant to 15A N.C.A.C 1O.0105 (b) (4), the parties agree that the *Name of County* County Health Director is responsible for maintaining public records created by the *EHS NAME.***

**Pursuant to 15A N.C.A.C 1O.0105 (b) (5), *EHS NAME* agrees to be available for consultation to the public being served during usual business hours. The parties agree that *EHS NAME* will at times be available via telephone and facsimile machine.**

**Pursuant to 15A N.C.A.C 1O.0105 (b) (6), *EHS NAME* agrees to be available for any hearing or other legal proceeding that may ensue from activities conducted by her/him.**

**Pursuant to 15A N.C.A.C 1O.0105 (c), *EHS NAME* shall maintain a list of each activity and the date performed for review.**

**In consideration for the services set about above, the *Name of County* County Health Department will Pay *EHS NAME* Dollar amount of pay per hour for each hour worked.**

_____

***EHS NAME*, EHS** **Date: _____**

_____

**County HD Name, *Name of County* County Health Director** **Date: _____**

# Contract Work Notification

September 21, 2020

N. C. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ENVIRONMENTAL HEALTH SECTION

# CONTRACT WORK NOTIFICIATION

**(to be eligible to contract work in another county, you must be employed by a local health department)**

REGISTRATION NUMBER_____ DATE OF CONTRACT EMPLOYMENT:_____

NAME_____

POSITION TITLE:_____ EMAIL ADDRESS: _____

CURRENT AUTHORIZATION IN:

( ) CCSS ( ) FLI ( ) OSWP ( ..) TATTOO

( ) CLPP ( ) POOLS ( ) WELLS

COUNTY OF EMPLOYMENT:_____

HEALTH DIRECTOR NAME & EMAIL**:**_____

SUPERVISOR NAME & EMAIL:_____

**COUNTY IN WHICH CONTRACT WORK IS OCCURRING** :_____

HEALTH DIRECTOR NAME & EMAIL**:**_____

SUPERVISOR NAME & EMAIL:_____

CONTRACT WORK AUTHORIZATION AREA:

( ) CCSS ( ) FLI ( ) OSWP ( ..) TATTOO

( ) CLPP ( ) POOLS ( ) WELLS

BEGINNING DATE: _____ (Please do not say ASAP.)

---

DATE:_____ APPLICANT

SIGNATURE:_____

Please provide a copy of the contract between your current county of employment and the county in which you plan to perform contract work.

**Additional Forms: This form may be copied as needed.**
DPH-EHS 1056C (09/21/2020) MRM

## INSTRUCTIONS

Purpose: To notify Section of intent to enforce state environmental health laws and rules in an emergency situation.

Preparation: This form shall be completed by the authorized agent wishing to perform contract work in another county.

Documents to Attach: Copy of written contract between applicant (contracting agent) and contracting department. The contract must meet 15A NCAS 01O .0105 (b) (1-6).

Distribution: 1. Original to: ehs.authorization@dhhs.nc.gov
DHHS/DEH - CIT and Authorizations
1632 Mail Service Center, Raleigh, NC 27699-1632
2. Copy: Local health department files.

Disposition: This form may be destroyed in accordance with Standard 6, Personnel Records, *Records Disposition Schedule* published by the North Carolina Division of Archives and History.

**Additional Forms: This form may be copied as needed.**
DPH-EHS 1056C (09/21/2020) MRM

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Jon Matthew Lamb, REHS ("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 neutral 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: Alyssa Harris | Name: Matt Lamb, REHS |
| Title: Public Health Director | Title: Contractor |

# EXHIBIT A

## CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

- This agreement recognizes that the Rowan County Health Department has identified a need for a Registered Environmental Health Specialist (REHS) to provide REHS services.
- Accept the reimbursement rate of $50.00 per hour. This rate is accepted as compensation in full.
- Inspect and analyze existing and potential septic tank sites in compliance with State and County regulations.
- Recommend approval or disapproval of existing, potential, or newly installed septic tanks.
- The contractor will work no more than 16 hours per week.
- Complete contractor time sheet on a biweekly basis documenting the dates and time worked.
- A mileage/travel sheet will be completed for any travel reimbursement.
- Not accept any monetary benefits from any community resident or organizations apart form the pre-negotiated hourly rate and work-related mileage.
- Additional and other duties as assigned.
- Ensure compliance with Title IV of the Civil Rights Act of 1964, and other applicable federal and state laws. Contractors with Rowan County Health Department shall not discriminate against national origins as it affects persons with limited English proficiency.

B. Term of the Agreement.

- This agreement shall be effective August 7th, 2023, through October 31, 2023. Either party may terminate this agreement at any time by giving 15 days written notice of intention to the other party. This agreement may be immediately terminated upon consent of all parties. This agreement may be terminated immediately if funds are no longer available.
- The Rowan County Health Department will provide the Contractor with work equipment that is necessary for the Contractor to complete his job. Some of these items may include an auger, a laser, a GPS unit, a tape measure, a clinometer, and pin flags. These items are property of Rowan County and must be returned when the Contractor has completed work for Rowan County.

C. Payment to the Provider.

- Reimburse the contractor at a rate of $50.00 per hour.
- Reimburse the contractor mileage for business related travel only. This will not include reimbursement mileage traveling from home to worksite and worksite to home. The reimbursement rate will be the current county rate per mile, which is subject to change, or until funds are no longer available.

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.

F. Contact Information.

| THE COUNTY | THE PROVIDER |
|---|---|
| ALYSSA HARRIS,<br>PUBLIC HEALTH DIRECTOR<br>1811 East Innes Street<br>Salisbury, NC 28146<br>Telephone: 704-216-887 | JON MATTHEW LAMB<br>CONTRACTOR<br>_____<br>_____<br>_____ |

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Alyssa Harris

Title: Public Health Director

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: Matt Lamb, REHS

Title: Contractor

**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
**DATE:** 8/7/2023
**SUBJECT:** Child & Adult Exceptions - DSS

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The County intends to request a procurement policy revision which will include a provision under procurement of services exempting the Health Department and Department of Social Services from the Bid process due to state-regulated and required programs. The state programs are regulated with standardized county contract information and a cost rule model which satisfies the need for competitive bidding.

The County request to authorize the Department of Social Services Director the ability to approve contracts for children and adult services under this policy revision. The contract is a state-regulated contract between the "County" and the "Contractor". The "Contractor" works with the state to verify credentials and will be added to a participation list where it is confirmed the "Contractor" will be paid per the cost model at rates regulated by the state.

The contracts are written as Not to Exceed contracts within Munis, where some go above the $90,000 threshold which requires BOC approval.

Attached is a blank version of the state contract, Participating List 2023-2024, List of contract request with current agencies (Contractors).

**Recommendation:**
Board of Commissioners to authorize the Department of Social Services Director to approve contracts for care services that fall under state-regulated terms and funding.

**ATTACHMENTS:**
1. State General Contract - Blank
2. Participating List - 2023-2024
3. Munis Contract List - DSS

**Contract #  Fiscal Year Begins  Ends**

This contract is hereby entered into by and between the XXXXX County Department of Social Services (the "County") and (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is and DUNS Number (required if funding from a federal funding source).

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

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

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

3. **Effective Period:** This contract shall be effective on and shall terminate on ,
   This contract must be twelve months or less.

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

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

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

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

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

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

7. **Reporting Requirements:**

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

**8. Payment Provisions:**

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

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

**For the County:**

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Name & Title<br>County<br>Mailing Address<br>City, State, Zip<br><br>Telephone<br>Fax<br>Email | Name & Title<br>County<br>Street Address<br>City, State, Zip |

**For the Contractor:**

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Name & Title<br>Company Name<br>Mailing Address<br>City State Zip<br><br>Telephone<br>Fax<br>Email | Name & Title<br>Company Name<br>Street Address<br>City State Zip |

**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

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

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

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

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

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

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

_____

Signature Date

_____ _____

Printed Name Title

**COUNTY**

_____

Signature ***(must be legally authorized to sign contracts for County DSS)*** Date

_____ _____

Printed Name Title

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

_____

Signature of County Finance Officer Date

# 2023 - 2024 **CHILD PLACING AGENCIES** PARTICIPATING IN COST MODELED RATES

| Agency ID | Agency Name | Agency ID | Agency Name |
|---|---|---|---|
| AFG | A Caring Alternative | AEW | Family Services of America |
| AAQ | A.G.A.P.E of NC Inc | AFH | Firm Foundation |
| AES | ACI Support Specialists Inc | ACD | Free Will Baptist Children’s Home |
| ABV | Alexander Youth Network | AFL | International Christian Adoptions |
| ADG | Alpha Management Community Services (The) | ACY | Kidspeace National Centers |
| AAW | American Children's Home (Junior Order UAM) | AEZ | Life Opportunities Therapeutic Home Services |
| AEI | Another Choice for Black Children | AAT | Lutheran Family Services |
| AET | Bair Foundation (The) | AAX | Methodist Home for Children Inc (The) |
| AAV | Baptist Children’s Homes of NC | ACF | Nazareth Children's Home |
| ABW | Barium Springs dba Children's Hope Alliance | ADZ | Omni Visions Inc |
| AAB | Bethany Christian Services | AFI | Pathways Health Services - dba Access Family |
| ABK | Black Mountain Home for Children, Youth & Families | AFB | Pinnacle Family Services of NC |
| ABX | Boys and Girls Homes of NC Inc | AFJ | Precious Haven |
| AFK | Brandi Nicole Family Enrichment Center | AFD | Primary Care Solutions |
| AED | Carolina Family Connections | ADS | Quality Family Services Inc |
| AEQ | Carolina Therapeutic Services | AFM | Rockwell Development Center |
| ABI | Children's Home Society of NC Inc | AFN | Serenity Therapeutic Services |
| ACA | Church of God Children’s Home (The) | ADH | Seven Homes Inc |
| AEY | Community Specialized Services | AFC | Support Inc. |
| ACB | Crossnore School and Children's Home (The) | AAZ | Thompson Child & Family Focus |
| ADJ | Easter Seals UCP of NC Inc | AEV | Tri-County Youth and Community Services |
| AAD | Ebenezer Christian Children's Home | ADU | Turning Point Homes |
| AAA | Eckerd Youth Alternatives - dba Eckerd Connects | ADX | Unique Caring Foundation (The) |
| AAY | Eliada Homes Inc | AFA | Unity Home Care Inc |
| ACC | Falcon Children's Home & Family Services | AEN | VOCA Corporation of NC dba New Horizons |
| AEP | Family Preservation Community Services | ABN | Youth Unlimited Inc |

# 2023 – 2024 **RESIDENTIAL AGENCIES**
# PARTICIPATING IN COST MODELED RATES

| Agency ID | Agency Name |
|---|---|
| AAW | American Children's Home (Junior Order UAM) |
| AEI | Another Choice for Black Children |
| AAV | Baptist Children’s Homes of NC |
| ABK | Black Mountain Home for Children, Youth & Families |
| ABX | Boys and Girls Homes of NC Inc |
| ABZ | Central Children's Home of NC Inc |
| ABY | Cherokee Boys Club Inc |
| ACV | Children's Center of Surry Inc (The) |
| ABF | Children's Home of Cleveland County |
| AAN | Children's Homes of Iredell County |
| ACA | Church of God Children’s Home (The) |
| AAM | Coastal Horizons Center Inc |
| ACB | Crossnore Communities for Children |
| 026 | Cumberland County Depart of Social Services |
| AEX | Divine Intervention for Youth |
| AAD | Ebenezer Christian Children's Home |
| AAA | Eckerd Youth Alternatives - dba Eckerd Connects |
| ACC | Falcon Children's Home & Family Services |
| ACU | Family Emergency Teen Shelter Inc (The) |
| ABG | Family Resources of Rutherford County |
| ABT | Florence Crittenton Services |
| ACD | Free Will Baptist Children’s Home |
| AFE | Jyra's Angels Inc |
| ABR | Loray Girls Home Inc |
| AFF | Lyfes New Directions |
| AAX | Methodist Home for Children Inc (The) |
| ACF | Nazareth Children's Home |
| AEU | Relatives Inc (The) |
| ACI | Robeson House Inc |
| ADB | Serenity Emergency Group Home Inc |
| ACG | Sipe’s Orchard Home |
| ABA | Southmountain Children & Family Services |
| AEV | Tri-County Youth and Community Services |
| AFA | Unity Home Care Inc |
| ABM | With Friends |
| ABH | Youth Focus Inc |
| ABN | Youth Unlimited Inc |

| Number | Description | Status | Fiscal Year |
|---|---|---|---|
| 24032 | The Kids Workshop | RELEASED | 2024 |
| 24034 | Children's Hope Alliance - Therapeutic FC | RELEASED | 2024 |
| 24037 | Children's Home Society of NC | RELEASED | 2024 |
| 24044 | Alpha Management - Therapuetic FC | RELEASED | 2024 |
| 24045 | Gateway Human Services - Therapuetic FC | RELEASED | 2024 |
| 24046 | Baptist Children's Home - Therapuetic FC | RELEASED | 2024 |
| 24047 | Children's Homes of Iredell - Therapuetic FC | RELEASED | 2024 |
| 24048 | Family Services - Therapuetic FC | RELEASED | 2024 |
| 24049 | Boys and Girls Homes - Therapuetic FC | RELEASED | 2024 |
| 24051 | Timber Ridge Treatment - Therapuetic FC | RELEASED | 2024 |
| 24052 | Community Specialized - therapuetic FC | RELEASED | 2024 |
| 24053 | Monarch - Therapuetic FC/Treatment | RELEASED | 2024 |
| 24054 | Church of God Children's Home - Therapuetic FC | RELEASED | 2024 |
| 24055 | Crossnore School & Children's Home - Therapuetic F | RELEASED | 2024 |
| 24062 | The Relatives - Therapuetic FC | RELEASED | 2024 |
| 24063 | Alexander Youth Network - Therapuetic FC | RELEASED | 2024 |
| 24064 | Carolina Family Connections - Therapuetic FC | RELEASED | 2024 |
| 24065 | Rae's Playze Adult Day Care | RELEASED | 2024 |
| 24066 | Bayada Home Health - In-Home Aide Services | RELEASED | 2024 |
| 24067 | Echelon Consulting - Therapuetic FC | RELEASED | 2024 |
| 24069 | The Masonic Home - Therapuetic FC | RELEASED | 2024 |
| 24070 | Nazareth Child & Family Connections | RELEASED | 2024 |
| 24108 | Youth Focus | RELEASED | 2024 |
| 24107 | Pathways Human Services | RELEASED | 2024 |
| 24109 | ACI Support Specialists | RELEASED | 2024 |
| 24105 | R-Care Inc. | RELEASED | 2024 |
| 24113 | Seven Homes | RELEASED | 2024 |
| 24099 | Abundant Living Adult Day Services | RELEASED | 2024 |
| 24100 | Coltrane Life Center | RELEASED | 2024 |
| | | RELEASED | 2024 |
| | | RELEASED | 2024 |
| | | RELEASED | 2024 |
| | | RELEASED | 2024 |

**Still need to be entered into Munis**

Comfort Keepers
American Children's Home
The kids Workshop for FY 24
Florence Crittenton Services
Children's Homes of Cleveland County
Unique Caring Foundation
Primary Care Solutions
Omni Visions

| Fiscal Period | Entry Date | Available | Percent Available |
|---|---|---|---|
| 1 | 07/06/2023 | 80,000.00 | 100.00 |
| 1 | 07/07/2023 | 100,000.00 | 100.00 |
| 1 | 07/07/2023 | 100,000.00 | 100.00 |
| 1 | 07/10/2023 | 100,000.00 | 100.00 |
| 1 | 07/10/2023 | 250,000.00 | 100.00 |
| 1 | 07/11/2023 | 240,000.00 | 100.00 |
| 1 | 07/11/2023 | 240,000.00 | 100.00 |
| 1 | 07/11/2023 | 100,000.00 | 100.00 |
| 1 | 07/11/2023 | 240,000.00 | 100.00 |
| 1 | 07/11/2023 | 150,000.00 | 100.00 |
| 1 | 07/11/2023 | 100,000.00 | 100.00 |
| 1 | 07/11/2023 | 500,000.00 | 100.00 |
| 1 | 07/11/2023 | 240,000.00 | 100.00 |
| 1 | 07/11/2023 | 240,000.00 | 100.00 |
| 1 | 07/13/2023 | 150,000.00 | 100.00 |
| 1 | 07/13/2023 | 100,000.00 | 100.00 |
| 1 | 07/13/2023 | 100,000.00 | 100.00 |
| 1 | 07/13/2023 | 160,000.00 | 100.00 |
| 1 | 07/13/2023 | 313,302.00 | 100.00 |
| 1 | 07/13/2023 | 150,000.00 | 100.00 |
| 1 | 07/13/2023 | 240,000.00 | 100.00 |
| 1 | 07/13/2023 | 240,000.00 | 100.00 |
| | 07/26/2023 | 150,000.00 | |
| | 07/26/2023 | 100,000.00 | |
| | 07/26/2023 | 100,000.00 | |
| | 07/26/2023 | 313,302.00 | |
| | 07/26/2023 | 100,000.00 | |
| | 07/20/2023 | 64,840.00 | |
| | 07/20/2023 | 64,840.00 | |

| Number | Description | Status | Fiscal Year |
|---|---|---|---|
| 24106 | Genesis - A New Beginning<br>Partners In Learning | RELEASED | 2024 |

| Fiscal Period | Entry Date | Available | Percent Available |
|---|---|---|---|
| | | 95,000.00 | |

| Number | Description | Status | Fiscal Year |
|---|---|---|---|
| 24033 | Nabella Transportation - NEMT | RELEASED | 2024 |
| 24040 | Care Transport Group - NEMT | POSTED | 2024 |
| 24068 | The Meadows of Rockwell - NEMT | RELEASED | 2024 |

**Still need to be entered into Munis**

Latino Express

| Fiscal Period | Entry Date | Available | Percent Available |
|---|---|---|---|
| 1 | 07/07/2023 | 2,000.00 | 100.00 |
| 1 | 07/07/2023 | 2,000.00 | 100.00 |
| 1 | 07/13/2023 | 2,000.00 | 100.00 |

| Number | Description | Status | Fiscal Year |
|---|---|---|---|
| 24038 | Cathy Alexander - Childcare | POSTED | 2024 |
| 24039 | Caroline Linker - First Aid/CPR | POSTED | 2024 |
| 24094 | Mary Short - Childcare | RELEASED | 2024 |
| 24098 | Cybil Jones - Medication Training | RELEASED | 2024 |
| 24093 | Alfreda Cowan - Childcare | RELEASED | 2024 |

| Fiscal Period | Entry Date | Available | Percent Available |
|---|---|---|---|
| 1 | 07/07/2023 | 1,000.00 | 100.00 |
| 1 | 07/07/2023 | 2,000.00 | 100.00 |
| | 07/20/2023 | 1,000.00 | |
| | 07/20/2023 | 2,000.00 | |
| | 07/20/2023 | 1,000.00 | |

| Number | Description | Status | Fiscal Year |
|---|---|---|---|
| 24024 | MCCi - Laserfiche Software Renewal | POSTED | 2024 |
| 24071 | Lexis Risk | RELEASED | 2024 |
| 24072 | Northwoods Support | RELEASED | 2024 |
| 24092 | Northwoods | RELEASED | 2024 |
| 24095 | LexisNexis | RELEASED | 2024 |
| 24091 | Information, Inc. | RELEASED | 2024 |

| Fiscal Period | Entry Date | Available | Percent Available |
|---|---|---|---|
| 1 | 07/05/2023 | 32,189.85 | 100.00 |
| 1 | 07/13/2023 | 10,332.00 | 100.00 |
| 1 | 07/13/2023 | 105,411.00 | 100.00 |
| | 07/24/2023 | 161,740.00 | |
| | 07/24/2023 | 2,180.00 | |
| | 07/24/2023 | 6,545.88 | |

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Jody Farrow-Bennett, Purchasing and Contract Administration Director, Travis Allen, Sheriff
**DATE:** 8/7/2023
**SUBJECT:** Sole-Source Smith Rodgers & Aldridge - FY24

---

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

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

The Rowan County Sheriff's Office uses Smith Rodgers & Aldridge who provides the availability of, Attorneys for real-time law enforcement legal consultation 24 hours a day, 365 days a year. Attorneys are available to all levels of the RCSO, from the Sheriff & Command Staff, to Deputies who are on the street answering calls that may bring up challenging situations which require a quick decision on legal questions. Thus providing Rowan County a level of protection against lawsuits. Contract for FY24, not to exceed $28,876.00.

**Recommendation:**
Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with Smith Rodgers & Aldridge PLLC for FY24; not to exceed $28,876.00.

**ATTACHMENTS:**
1. Sole Source Letter from Vendor
2. Quote & Documentation

LEGAL CONSULTANTS TO LAW ENFORCEMENT

SMITH RODGERS & ALDRIDGE

ATTORNEYS AT LAW, PLLC

M. KEVIN SMITH
GREGORY B. RODGERS
JOHN J. ALDRIDGE, III
BENJAMIN M. GREGORY

Post Office Box 4803
Greensboro, NC 27404-4803
T (336) 691-7058
F (888) 927-8088
info@policehelp.net
WWW.POLICEHELP.NET

July 23, 2023

Captain John Lombard
Rowan County Sheriff's Office
232 North Main Street
Salisbury NC. 28144

Dear Captain Lombard:

This letter will confirm that Smith Rodgers & Aldridge PLLC is a "sole-source" for the very unique services our firm provides in real-time, twenty-four-hours-a-day, to North Carolina law enforcement agencies. No other entity or firm in North Carolina is providing such services.

Smith Rodgers & Aldridge has been continuously providing 24-7 Tactical Consulting Services for North Carolina law enforcement since 2001, is fully staffed, and properly registered with the North Carolina Secretary of State and North Carolina State Bar.

Please let me know if we can provide additional information to you.

Sincerely,

Kevin Smith
**SMITH RODGERS & ALDRIDGE PLLC**
*Law Enforcement Legal Consultants and*
*Attorneys at Law*

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

To: Aaron Church, Rowan County Manager

From: Sheriff Travis Allen

Date: 6/25/23

Subject: Change Order Contract# 21126

**Department Comments:**

Change order to add new 2024 contract/funds to contract

Vendor #: 18803

Contract #: 21126
Start Date: 7/1/23 End Date: 6/30/24
Auto Renew:

BA Completed: (Y/N)
Board Approved: (Y/N) _____

Date Requested: _____
Date: _____

**FY Breakout by Account:**

| Account | FY 23 | FY | FY | FY |
|---|---|---|---|---|
| 1154410-532010 | 28,876 | | | |
| | | | | |

**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.

B42023124
21124

LEGAL CONSULTANTS TO LAW ENFORCEMENT

**SMITH RODGERS & ALDRIDGE**

ATTORNEYS AT LAW, PLLC

**SMITH RODGERS & ALDRIDGE, PLLC**
**ATTORNEYS AT LAW**
PO BOX 4803
GREENSBORO, NC 27404-4803
336-691-7058

Federal Tax ID: 56-2229249

www.policehelp.net
info@policehelp.net

May 1, 2023

# INVOICE

**To:** **ROWAN CO SHERIFF'S OFFICE**

*Total Amount Due.....$28,876*

**For:** Annual Contract, 24/7 Law Enforcement Legal Support (for term July 1, 2023 through June 30, 2024).

**Terms:** *Due and payable on or before July 1, 2023*

Please remit payment to Smith Rodgers & Aldridge PLLC
PO Box 4803, Greensboro NC 27404-4803

*Thank you for your continued confidence in Smith Rodgers & Aldridge, PLLC*

# SMITH RODGERS & ALDRIDGE, PLLC

A Professional Limited Liability Company

**Contract to Retain Smith Rodgers & Aldridge PLLC for 24-Hour Law Enforcement Legal Support**

Agreement made by and between the **Rowan County Sheriff's Office** (hereinafter the "Client") and Smith Rodgers & Aldridge PLLC; (hereinafter the "Attorneys" or "SRA"). *[NOTE: Smith Rodgers PLLC has changed its name to Smith Rodgers & Aldridge, PLLC.]*

## SECTION ONE
## PURPOSE AND NATURE OF EMPLOYMENT

In recognition of the legally-intensive and high-consequence nature of police supervisory decision-making, the Client employs the Attorneys to provide state-of-the-art "24/7" legal consultation services in support of the performance demands placed upon modern professional law enforcement organizations operating in an increasingly complex justice system. Under this contract, consultation provided to the Client by the Attorneys will generally pertain to "real-time" or "tactical" legal needs arising under either of two circumstances:

(1) Criminal investigations for which real-time police decision-making requires or may be enhanced by the judgment and intervention of skilled police counsel, and with the objective of maximizing the ultimate admissibility of criminal evidence or probability of a successful court prosecution;

(2) Legal uncertainty arising as the result of any other law enforcement tactical situation, law enforcement response incident, or law enforcement circumstance for which imminent police action or supervisory-level decision-making may expose the Client, its agents and employees, to civil liability risk.

By the terms of this contract, the Attorneys shall be available for real-time law enforcement legal consultation 24hours a day, 365 days a year, without absence or leave for holiday, sick time, "day off," or other interruption of service (barring extraordinary and unforeseen circumstances). The Attorneys shall be prepared for continuous availability for the immediate and real-time consultation needs of the Client, to include maintaining law enforcement legal subject matter expertise as well as continuous telephone access, maintaining access to essential legal resource materials at all times (including while "away from the office"), and by taking such other and further steps as may be expeditious in meeting the "continuously on call" demands of the Client's reasonable expectations under this contract.

As necessary to keep 24/7 tactical legal fees affordably priced for all agencies, the parties agree as follows: This legal services contract is for the Client's "real-time" or "tactical" legal questions only. Examples of real-time tactical questions are as set forth in the attachment, Sample Client Calls. Tactical legal questions do *not* include such matters as on-site legal training, policy revision projects, review or drafting of legal instruments, time-intensive research projects, negotiation of conflicts or strategies with outside counsel, filing motions or briefs, litigation or court appearances, management of subpoena objections, travel, or conferencing. Additional legal services can be billed or paid by separate agreement or "proposed invoice" upon agreement with client.

**Client requests for tactical real-time legal services will be handled by the Attorneys without limitation, regardless of the number of such requests received, their complexity, or the day of week or time of day such requests are initiated. These requests for service will be handled in real-time by the Attorneys around-theclock. In all cases, Client's telephone calls to the SRA 24-hour Call Center, regardless of nature, will be handled immediately by a qualified SRA Attorney. [The term "Attorney" as used in this Agreement may in some instances include a specially-trained paralegal working under the supervision of an attorney.]**

Legal consultation shall generally be by telephone. In the event of a legal consultation need for which the Client desires assistance, the Client shall contact the SRA 24-hour Call Center and thereupon inform the receptionist of the

general nature of the legal issue. The SRA receptionist shall immediately "call out" the designated attorney(s) who will immediately contact the Client at the phone number provided.

The Attorneys undertake to provide legal consultation and advice consistent with prevailing legal standards, not necessarily the Client's internal policy and procedure. The Client will conform the legal advice provided to more restrictive internal policy and procedure should such be necessary or appropriate in the judgment of the Client.

The parties agree that law enforcement legal inquiries not requiring real-time analysis, including matters that can be more leisurely or effectively referred to the offices of district attorneys, attorneys general, or city/county attorneys (etc.), should ordinarily be directed to those offices for resolution in accordance with their standard operating hours and practices. The parties agree and understand that such "coordination of services" is for the universal benefit of all SRA law enforcement Clients statewide, and serves to keep SRA "emergency lines open" while ensuring that 24hour police consultation services remain practical, affordable, and cost-effective.

In recognition of the importance of the law enforcement command structure, the Attorneys and Client agree that it may be advisable for officers to first attempt to resolve legal uncertainties with an immediate supervisor prior to seeking to initiate services under the contract. Further, Chiefs and Sheriffs in their judgment may elect to designate a specific command level threshold (such as Lieutenant or Captain) through which authorization must be granted in order to initiate services under the contract. The parties agree and understand that the consultation services provided under the contract are principally for the Chief/Sheriff and command staff. Officers working in special assignments or functions (such as CID, civil process deputies and execution specialists, narcotics investigators, youth division detectives, etc.) may be granted permission to initiate services without the intervention or approval of a supervisor. The parties agree that this Agreement is not an employment contract, and that the Attorneys are not and will not be employees of the Client.

Consistent with the Attorneys' efforts to keep 24-7 real-time legal consultation reasonably affordable for as many agencies as possible, these additional terms are set forth:

- Analysis of cases arising under Article 37 of Chapter 14 (lotteries, video gaming, sweepstakes, etc.) are uniquely within the province of District Attorneys and cannot be included as "tactical legal needs."
- Management of extensive public records requests, and direct subpoena management and consultation, may exceed the coverage of this Agreement or otherwise fall within the province of city/county attorneys; general legal guidance by way of summary review and recommendation may nevertheless be provided in the customary fashion.
- Other subject matter may be excluded if so requested by a city/county attorney.
- At Client's option, legal inquiries not requiring an immediate response may be submitted via email rather than through the 24-hour Call Center.
- At Client's option, the client may inform the 24-hour Call Center that an immediate call-back is not essential; whether urgent or not, an immediate call-back remains the Client's prerogative.

## SECTION TWO
## LIMITATION OF REPRESENTATION

The parties understand and agree that the Attorneys' services on behalf of the Client shall be limited to those activities delineated in Section One. It is expressly agreed that the Attorneys will not serve as trial counsel, or otherwise undertake to replace the services ordinarily available through the offices of city/county attorneys, district attorneys, or other government counsel offices operating on standard schedules.

And whereas the legal services to be provided under this contract may tend to be "emergency" in nature; and whereas the Client will ordinarily be seeking expedited if not instantaneous legal opinions to guide its prospective and imminent law enforcement actions, it is further acknowledged and expressly agreed by all parties that the attorneys will undertake to provide expedited legal opinions in such instances, and that the attorneys may and will formulate and

communicate such legal opinions "on the spot" without the benefit of the incident-specific legal research opportunities and time-intensive deliberations and reflections customary in conventional private practice settings.

SECTION THREE
CONFLICT OF INTEREST

The Client and the Attorneys acknowledge that in the course of a given legal inquiry, the legal interests of the Client Agency and the legal interests of individual officer(s) may potentially conflict. In such circumstance the Attorneys will provide legal consultation that in their judgment will serve the best interests of the police agency Client. The Attorneys do not undertake to represent the legal interests of individual officers where the interests of officer(s) may be in conflict with those of the Client.

SECTION FOUR
ATTORNEYS' FEES

The Client agrees to pay the Attorneys, upon execution of this Contract, a fee of **Twenty-Eight Thousand Eight Hundred and Seventy-Six Dollars ($28,876)** to assure that the Attorneys shall be available for the term set forth in Section Five below to provide the legal services and expertise set forth in Section One above. This fee constitutes the full sum payable by the Client for the term of services. This fee is not refundable, as it represents a fee for the Attorneys' continuous availability and expertise over the life of the Contract, and is not in the nature of a fee for specific services rendered. *[NOTE: The fee would be refundable if for any reason required by the Rules of Professional Conduct of the North Carolina State Bar.]*

Smith Rodgers & Aldridge cannot undertake to serve in the capacity of *general counsel* for its client agencies, and recognizes the continuing importance of city and county attorneys in their respective legal roles and local government law specialties.

This Agreement is intended for **operational (principally patrol and investigations) 'tactical'-type calls** (see "Sample Client Calls," incorporated into this Agreement by reference). If the Client requests legal services beyond those covered by this Agreement, such services may be provided by SRA (with the advance approval of local government counsel, as appropriate in certain instances). SRA will bill such services separately. Smith Rodgers & Aldridge strives to make real-time, tactical legal consulting fair, cost-effective, and affordable for as many North Carolina agencies as possible.

Examples of services which are not considered tactical:

- In-depth analysis of public records requests, document redaction compliance, project oversight and management *(Compare: general questions about basic public records law may be considered 'tactical')*
- Subpoena compliance management, preparation of written objections, negotiation with defense or plaintiff's counsel, etc. *(Compare: general questions about subpoena legal issues may be considered 'tactical')*
- Firearm permit matters involving research into out-of-state databases, historical conviction analysis under state codes, etc. *(Compare: general questions about concealed permit law may be 'tactical')*
- Civil Process writ management, analysis of extensive civil case file documents, negotiation or coordination with plaintiff or debtor counsel, memo drafting for clerks of court, etc. *(Compare: a deputy's direct call from the scene of an eviction in progress may be 'tactical').*
- Extensive analysis of federal and state legislative platforms (Drivers Privacy Protection Act, video gaming TROs, Ryan White CARE Act), MOUs, government contracting, etc. *(Compare: general questions and "chats" about such topics may be 'tactical' at the basic level)*
- Detention Center regulatory compliance management *(Compare: general questions about detention issues and the North Carolina Administrative Code may be 'tactical')*

SECTION FIVE
EFFECTIVE DATE/TERM

This Agreement shall be in effect for one year, beginning **July 1, 2023**, and ending **June 30, 2024**.

SECTION SIX
AVAILABILITY OF TELEPHONE SERVICE

The Attorneys will make reasonable efforts to ensure that they are available by telephone and pager as set forth in Section One above. Availability will include the occasional use of cellular phones as well as conventional landline phones. Cellular coverage may vary depending on location, terrain, atmospheric conditions, and equipment. The Attorneys undertake to avail themselves of the best cellular coverage and equipment possible, but cannot be responsible for coverage problems beyond their control. The Client approves the use of cellular phones, emails, and texts under the terms of this Agreement, accepting these limitations and acknowledging that communications may be intercepted by individuals with certain equipment.

SECTION SEVEN
TERMINATION

Either party to this contract may, at any time, terminate the services described in Section One, upon notice to the other party. In such event, the parties agree that the Attorneys shall return to the Client a pro-rata share of the retainer fee described in Section Four above, based on the portion of the term of this contract then remaining. The pro-rata refund will be calculated based on the number of days remaining in the contract.

SECTION EIGHT
NOTICE

Any notices required under this contract shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended, or if delivered at or sent by registered or certified mail to the business address of the person for whom it is intended, as specified in this Agreement. The addresses are specified as the following:

SMITH RODGERS & ALDRIDGE PLLC
Post Office Box 4803
Greensboro, NC 27404-4803

Sheriff Travis Allen
232 N. Main St.
Salisbury, North Carolina 28144

SECTION NINE
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION TEN
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, EACH PARTY TO THIS AGREEMENT HAS CAUSED IT TO BE EXECUTED AT GREENSBORO/ SALISBURY, NORTH CAROLINA, ON THE DATES INDICATED BELOW.

SMITH RODGERS & ALDRIDGE PLLC

BY: /s/ Kevin Smith July 1, 2023
(date)

ROWAN COUNTY SHERIFF'S OFFICE
(or County of Rowan)

BY: _____
(date)

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Kyle Harris, Planner, Town of Spencer
**DATE:** 8/7/2023
**SUBJECT:** Schedule a Public Hearing for the Race to the River 5K on August 21, 2023.

---

The Town of Spencer is working to coordinate with the County Commissioners regarding a proposed temporary partial lane closure on US-29 for the upcoming 'Race to the River' 5K run scheduled for Saturday, September 16.

The 5K route will run mostly through Spencer, but as it approaches the Yadkin River, it will pass into Rowan County/outside Spencer's city limits. NCDOT Special Event Guidelines (PDF attached) require that counties/municipalities pass an ordinance authorizing lane closures for special events. The Town will handle all logistics, including installation of traffic cones and electronic signage, as appropriate.

The Town of Spencer will be adopting a lane closure ordinance at the upcoming governing board meeting on August 8. In accordance with the North Carolina General Statute § 20-169, a public hearing must be held by Rowan County to receive comments on an Ordinance Approving a Temporary Lane Closure on US Highway 29 for the purpose of facilitating a 5K Run Special Event scheduled for September 16, 2023. The temporary closure will involve one southbound lane on US Highway 29 from 3rd Street to NC Finishing Lane. The temporary closure will begin at 1:00 p.m. and end at approximately 7:00 p.m.

Please set a public hearing for the regular Board of Commissioners meeting on August 21, 2023 to consider this temporary lane closure.

**ATTACHMENTS:**
1. NCDOT Statewide Special Event Guidelines

**North Carolina Department of Transportation**

# Special Event Guidelines

**July 25, 2014**

The following guidelines apply to all special events (including, but not limited to, parades, festivals, bicycle rides or races, marathons, 5K walks/runs, concerts, etc.) being held on highways under the jurisdiction of the North Carolina Department of Transportation that involve a road closure, lane closure, or repurpose the highway (travel lanes or shoulders) for something other than their intended use. However, the following are not eligible for special events under these guidelines:

- State Highway System roads that have full access control
- Bridges that have limited alternative routes
- Segments of State Highway System roads with bridges that have limited alternative routes

I. Special Events held by Counties and/or Municipalities, or Sponsored by Counties and/or Municipalities ("Special Events Request Form" not required)
The North Carolina Department of Transportation is only reviewing for conflicts and concerns, and is neither approving nor denying these events.

- Counties and/or municipalities may approve the use of a highway or highways within their jurisdiction by processions, assemblages, or anything that may be construed as a procession or assemblage, in accordance with §20-169. For bicycle races, see §20-171.2 for additional information.
- Counties and/or municipalities should consult with their local Highway Division or District office to verify that the proposed special event will not (1) interfere with other planned special events and (2) impact, or be impacted by, planned maintenance or other activities. No other action by the North Carolina Department of Transportation shall be necessary.
- Counties and/or municipalities shall pass an ordinance approving or the special event, and place signs giving notice of the special event, in accordance with §20-169. This ordinance is evidence that the county and/or municipality accept full responsibility for, and all liability related to, the special event. A copy of the ordinance should be forwarded to the local Highway Division office for their records. For bicycle races, see §20-171.2 for additional information.
- The North Carolina Department of Transportation considers these events official actions of the county and/or municipality and they will be responsible for safety, traffic flow, traffic control, appropriate signing, and ensuring that all debris, litter, decorations, and other items associated with the event are removed following the event.

II. Special Events held by Non-Government Entities not Sponsored by Counties and/or Municipalities ("Special Events Request Form" required)

- Non-government entities desiring to hold a special event shall submit a formal request to the local Highway Division office where the event is planned.
- Non-government entities shall attach a completed "Special Events Request Form" to their formal request(s). The purpose of the form is to primarily collect information on the event itself and identify the responsible parties.

III. Examples (not all inclusive)

A. Bicycle Ride

- A non-government sponsored road rally is planned to ride bicycles between New Bern and Morehead City.
- The special events form is not required because the ride is not changing the use of the highway and the expectation is that the riders will follow the rules of the road and obey all traffic control devices.
- However, if there is an expectation that the event would re-purpose or close any part of the highway, including shoulders, then the form would be required.
- An example of re-purposing the highway would be to have hydration stations on the shoulder at regular intervals to provide water and sports drinks to the riders.

B. Municipal Christmas Parade

- A Christmas parade is planned by a municipality for a section of US 99 (Main Street).
- The "Special Events Request Form" is not required.
- However, the municipality shall consult with the local Highway Division notifying the Division of the date, times, and locations.
- After receiving notification from the Division that there are no known conflicts, the municipality shall pass an ordinance in accordance with §20-169, place signs, and provide a copy of the ordinance to the Division.

C. Municipal Sponsored Festival

- A municipality is sponsoring a festival for a section of US 99 (Main Street) and several other adjoining secondary roads.
- The "Special Events Request Form" is not required.
- However, the municipality shall consult with the local Highway Division notifying the Division of the date, times, and locations.
- After receiving notification from the Division that there are no known conflicts, the municipality shall pass an ordinance in accordance with §20-169, place signs, and provide a copy of the ordinance to the Division.

D. Local Club Triathlon

- A local club wants to close a portion of Lake Street (SR 9988) to hold a triathlon and have hydration stations on the shoulder at regular intervals to provide water and sports drinks.
- The "Special Events Request Form" is required identifying all State Highway System facilities affected by the event.

E. Bicycle Race

- A local club wants to close a portion of several State Highway System facilities to hold a bicycle race and does not expect racers to obey traffic control devices.
- The "Special Events Request Form" is required identifying all State Highway System facilities affected by the event.
- The local club must also follow all safety, traffic flow, and traffic control requirements in accordance with §20-171.2 .

**§ 20-169. Powers of local authorities.**

Local authorities, except as expressly authorized by G.S. 20-141 and 20-158, shall have no power or authority to alter any speed limitations declared in this Article or to enact or enforce any rules or regulations contrary to the provisions of this Article, except that local authorities shall have power to provide by ordinances for any of the following:

(1) Regulating traffic by means of traffic or semaphores or other signaling devices on any portion of the highway where traffic is heavy or continuous.

(2) Prohibiting other than one-way traffic upon certain highways.

(3) Regulating the use of the highways by processions or assemblages.

(4) Regulating the speed of vehicles on highways in public parks.

(5) Authorizing law enforcement or fire department vehicles, ambulances, and rescue squad emergency service vehicles, equipped with a siren to preempt any traffic signals upon city streets within local authority boundaries or, with the approval of the Department of Transportation, on State highways within the boundaries of local authorities. The Department of Transportation shall respond to requests for approval within 60 days of receipt of a request.

Signs shall be erected giving notices of the special limits and regulations under subdivisions (1) through (4) of this section. (1937, c. 407, s. 131; 1949, c. 947, s. 2; 1955, c. 384, s. 2; 1963, c. 559; 1973, c. 507, s. 5; 1979, c. 298, s. 2; 1991, c. 530, s. 5; 1999-310, s. 1.)

**§ 20-171.2. Bicycle racing.**

(a) Bicycle racing on the highways is prohibited except as authorized in this section.

(b) Bicycle racing on a highway shall not be unlawful when a racing event has been approved by State or local authorities on any highway under their respective jurisdictions. Approval of bicycle highway racing events shall be granted only under conditions which assure reasonable safety for all race participants, spectators and other highway users, and which prevent unreasonable interference with traffic flow which would seriously inconvenience other highway users.

(c) By agreement with the approving authority, participants in an approved bicycle highway racing event may be exempted from compliance with any traffic laws otherwise applicable thereto, provided that traffic control is adequate to assure the safety of all highway users. (1977, c. 1123, s. 1.)

# LIGHTHOUSE VILLAGE
## NORTH CAROLINA

May 10, 2014

**Example Letter 1:**
**Government Notification**

Vaughan Williams
Division Engineer – Highway Division 15
North Carolina Department of Transportation
5555 McLean Drive
Cape Carteret, North Carolina 28584

Dear Mr. Williams:

This is notification of our planned "Dolphin Run" street fair scheduled for October 11, 2014, on Argo Street (SR 4434) between Main Street (SR 1123) and Mermaid Drive (SR 4456). We would appreciate any feedback as to whether or not you all are aware of any other special events scheduled for that location, have any maintenance or other activities planned for that area, or have any other concerns during the time of our street fair.

If you have any questions, please contact me at 252-223-4568 or anton.arensky@ci.lv.nc.us.

Sincerely,

Mr. Anton Arensky
Director of Parks and Recreation

123 S. Sailor Drive
Lighthouse, NC 28584

Phone: 252-223-4567
Fax: 252-223-1123

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

July 14, 2014

Mr. Anton Arensky
Director of Parks and Recreation
Lighthouse Village
123 S. Sailor Drive
Lighthouse, North Carolina 28584

**Example Response Letter 2 (Government)**

Dear Mr. Arensky:

We appreciate notification of your "Dolphin Run" street fair scheduled for October 11, 2014, on Argo Street (SR 4434) between Main Street (SR 1123) and Mermaid Drive (SR 4456). We are not aware of any other special events scheduled for that location, and do not have any maintenance or other activities planned for that area during the time of your special event. However, we have some concerns with your special event due to the holiday weekend and would like to discuss alternate routes.

Please contact me at 252-777-8826 or vwilliams@ncdot.gov to set up a time that we can meet to discuss.

Sincerely,

Vaughan Williams
Division Engineer

CC: Division Traffic Engineer
District Engineers
Resident Engineers
Bridge Maintenance Engineers
Roadside Environmental Engineers
Bituminous Supervisors
State Highway Patrol
State Traffic Operations Engineer
Statewide Operations Center (stoc@ncdot.gov)

**MAILING ADDRESS**:
NCDOT HIGHWAY DIVISION 15
0015 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-0015

TELEPHONE: (252) 777-8826
FAX: (252) 777-8827
*WEBSITE: WWW.DOH.DOT.STATE.NC.US*

**LOCATION:**
5555 MCLEAN DRIVE
CAPE CARTERET, NORTH CAROLINA 28584

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

July 14, 2014

Mr. Anton Arensky
Director of Parks and Recreation
Lighthouse Village
123 S. Sailor Drive
Lighthouse, North Carolina 28584

**Example Response Letter 1 (Government)**

Dear Mr. Arensky:

We appreciate notification of your "Dolphin Run" street fair scheduled for October 11, 2014, on Argo Street (SR 4434) between Main Street (SR 1123) and Mermaid Drive (SR 4456). We are not aware of any other special events scheduled for that location, and do not have any maintenance or other activities planned for that area during the time of your special event.

We hope this event it is successful. Please provide us a copy of your ordinance (pursuant to general statute §20-169) when it is passed for our records. If you have any questions, please contact me at 252-777-8826 or vwilliams@ncdot.gov.

Sincerely,

Vaughan Williams
Division Engineer

CC: Division Traffic Engineer
District Engineers
Resident Engineers
Bridge Maintenance Engineers
Roadside Environmental Engineers
Bituminous Supervisors
State Highway Patrol
State Traffic Operations Engineer
Statewide Operations Center (stoc@ncdot.gov)

**MAILING ADDRESS**:
NCDOT HIGHWAY DIVISION 15
0015 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-0015

TELEPHONE: (252) 777-8826
FAX: (252) 777-8827
*WEBSITE: WWW.DOH.DOT.STATE.NC.US*

**LOCATION:**
5555 MCLEAN DRIVE
CAPE CARTERET, NORTH CAROLINA 28584

**Example Ordinance 1: Municipal Event**



# LIGHTHOUSE VILLAGE

## NORTH CAROLINA

ORDINANCE O2014-23

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR A CHRISTMAS PARADE**

**WHEREAS**, the Town Council of Lighthouse Village acknowledges a long tradition of providing an annual Christmas parade for the pleasure of its citizens; and

**WHEREAS**, the Town Council of Lighthouse Village acknowledges its citizens realize a financial benefit from holding an annual Christmas parade; and

**WHEREAS**, the Town Council of Lighthouse Village acknowledges a parade requires approximately two (2) hours to install signing and traffic control, and also requires approximately two (2) hours for removing signs, traffic control, and litter;

**NOW THEREFORE BE IT ORDAINED** by the Town Council of Lighthouse Village pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

| | |
|---|---|
| **Date(s):** | Sunday, November 23, 2014 |
| **Times:** | 1:00 p.m. to 7:00 p.m. |
| **Route Description:** | Main Street (US 99) between Argo Street (SR 4434) and Mermaid Drive (SR 4456) |

This ordinance to become effective when signs are erected giving notice of the limits and times of the parade, and implementation of adequate traffic control to guide through vehicles around the parade route.

Adopted this _____ day of _____, 2014.

The Honorable Gabriel Faure, Mayor

Attest:

Terry Mizesko, Town Clerk

Example Ordinance 2:
County Event



# Bogue County
North Carolina

ORDINANCE O2014-45

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR A MILITARY FAMILY BENEVOLANCE RUN**

**WHEREAS**, the County Commissioners of Bogue County acknowledges a long tradition of providing support and comfort to the families of active and retired military personnel; and

**WHEREAS**, the County Commissioners of Bogue County acknowledges the sacrifices that military families make to our Nation and County; and

**WHEREAS**, the County Commissioners of Bogue County acknowledges a run requires approximately two (2) hours to install signing and traffic control, and also requires approximately one (1) hour for removing signs, traffic control, and litter;

**NOW THEREFORE BE IT ORDAINED** by the County Commissioners of Bogue County pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

| | |
|---|---|
| **Date(s):** | Sunday, August 24, 2014 |
| **Times:** | 1:00 p.m. to 7:00 p.m. |
| **Route Description:** | US 99 between Lighthouse Village and the Intercoastal Waterway Public Access |

This ordinance to become effective when signs are erected giving notice of the limits and times of the event, and implementation of adequate traffic control to protect participants and to guide vehicles around the event route.

Adopted this _____ day of _____, 2014.

_____
Richard Wagner, County Manager

Attest:

_____
J.S. Bach, County Clerk

# North Carolina Marathoner's Association

May 10, 2014

**Example Letter 2: Request (Non-Government)**

Vaughan Williams
Division Engineer – Highway Division 15
North Carolina Department of Transportation
5555 McLean Drive
Cape Carteret, North Carolina 28584

Dear Mr. Williams:

We are planning a marathon for October 11, 2014, on US 99 between Lighthouse Village and Cape Carteret. I have attached the completed "Special Events Request Form" and have also attached a copy of our waiver showing we have included the State of North Carolina, the North Carolina Department of Transportation, and Carteret County. We would appreciate any feedback as to whether or not you all are aware of any other special events scheduled for that location, have any maintenance or other activities planned for that area, or have any other concerns during the planned event.

If you have any questions, please contact me at 252-112-6657 or echabrier14@gmail.com.

Sincerely,

Mr. Emmanuel Chabrier
Director

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

July 14, 2014

Mr. Emmanuel Chabrier
Executive Director
North Carolina Marathoner's Association
347 Fleet Street
Greenville, North Carolina 27835

**Example Response Letter 3 (Non-Government)**

Dear Mr. Chabrier:

We appreciate notification of your marathon scheduled for October 11, 2014, on US 99 between Lighthouse Village and Cape Carteret. We are not aware of any other special events scheduled for that location, and do not have any maintenance or other activities planned for that area during the time of your special event. Therefore, we are approving this special event with the following additional considerations and requirements:

- The John Sessoms Memorial Bridge (bridge 150034) shall be bypassed due to its narrow travel lanes and lack of shoulders. SR 1342 (Blue Fish Road) and SR4453 (Central Baptist Church Road) may be used as an alternate route for this section.
- SR 4563 (Chester Brown Loop Road) shall be used to avoid the at-grade railroad crossing just north of Lighthouse Village.

We hope your special event is successful and, if you have any questions, please contact me at 252-777-8826 or vwilliams@ncdot.gov.

Sincerely,

Vaughan Williams
Division Engineer

CC: Division Traffic Engineer
District Engineers
Resident Engineers
Bridge Maintenance Engineers
Roadside Environmental Engineers
Bituminous Supervisors
State Highway Patrol
State Traffic Operations Engineer
Statewide Operations Center (stoc@ncdot.gov)

**MAILING ADDRESS**:
NCDOT HIGHWAY DIVISION 15
0015 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-0015

TELEPHONE: (252) 777-8826
FAX: (252) 777-8827
*WEBSITE: WWW.DOH.DOT.STATE.NC.US*

**LOCATION:**
5555 MCLEAN DRIVE
CAPE CARTERET, NORTH CAROLINA 28584

**North Carolina Department of Transportation**

# Special Event Request Form

**Revised 8/5/14**

This request form is required for non-governmental entities for all special events requiring a road, lane, and/or shoulder closure, or repurposing a State Highway System facility for something other than its intended use, except where a county or municipality is regulating the use of the highways in accordance with General Statute §20-169. This form must be submitted with a formal request to the appropriate Division Engineer(s) at least sixty (60) days prior to the scheduled beginning of the event. See a listing of the Highway Divisions and their contact information at the following URL:

https://apps.dot.state.nc.us/dot/directory/authenticated/UnitPage.aspx?id=630

## Section A: Event Information

Name of Event: _____

Type of Event: _____

County/Counties: _____

City/Cities: _____

Event Date(s): _____

Event Time(s): _____

Primary Sponsoring Organization: _____

Anticipated number of participants (estimate): _____

Anticipated number of spectators (estimate): _____

Approximate distance in miles: _____

Requested Action(s): (Check all that apply)

☐ Road Closure ☐ Lane Closure ☐ Shoulder Closure

☐ Repurposing a State Highway System facility for something other than its intended use

## Section B: Contact Information

Director/Organizer Name: _____ Email: _____

Mailing Address: _____

_____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Responsible Local Government: _____

Local Government Contact: _____ Telephone: _____

Responsible Law Enforcement Agency: _____

Law Enforcement Contact: _____ Telephone: _____

**Section C: Support Material (check list)**

The following support documentation must be attached to this request before it will be considered (as applicable following discussions with the local Highway Division(s))…

☐ 1. Detailed location(s) of event including maps indicating proposed route(s) used by the event. Any changes to the proposed routes shall be submitted as soon as the change is made.

☐ 2. Detailed description of the event and how it will affect the route(s) used by the event.

☐ 3. Written acknowledgement and approval by all local governments whose jurisdiction the event is being held in.

☐ 4. Written acknowledgement and approval by local law enforcement and/or the State Highway Patrol.

☐ 5. Type, description, and location of any proposed temporary lane closures/interference, road closures/interference, traffic control and signing with appropriate maps, sketches, detour routes, and written acknowledgement from the agency providing the temporary closures/interference, traffic control, and/or signing accepting responsibility for such.

☐ 6. Description of notification to residents along the route as a safety and informational service.

7. Waiver modification or insurance (select one)

☐ a. Addition of the State of North Carolina and the North Carolina Department of Transportation into participant release waivers (see Appendix A). A copy of a blank waiver shall be provided.

– OR –

☐ b. Certificate of liability insurance as follows:
- General Liability, Each Occurrence: minimum amount of $1,000,000
- Description field: name and type of the event (as indicated in Section A, above)
- Description field: the State of North Carolina and the North Carolina Department of Transportation named as additional insured parties (this is at the discretion of the individual insurance company)
- Note – Additional liability insurance may be requested at the discretion of the Department

**Section D: Terms and Conditions**

The following applies to all approved events…

1. Requestor shall be responsible for proper closure of the lanes/roads according to the Manual on Uniform Traffic Control Devices (MUTCD).

2. Requestor shall be responsible for providing all necessary traffic control using the appropriate law enforcement agency/agencies or individuals trained in traffic control as set forth in General Statute §20-114.1.

3. Requestor shall be responsible for notification of all emergency services and other responders of any impending closures and/or interference.

4. Event shall be supported by, or endorsed by, the local governing body/bodies.

5. If the event is a bicycle race, requestor shall be responsible for following rules and statutes specific to bicycle racing as provided for in General Statute §20-171.2.

6. Requestor shall ensure that all debris, litter, decorations, and other items associated with the event are removed following the event.

**Section E: Signatures**

Requestor Signature: _____ Date: _____

## Appendix A

## Example of Including the State of North Carolina and the North Carolina Department of Transportation in Release Waivers

***** Only required if not submitting a certificate of liability insurance *****

**[EVENT NAME]**
**AGREEMENT TO PARTICIPATE RELEASE WAIVER**

In consideration of being allowed to participate in any way in [Organization Name] related events and activities; the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in [Event Name] is significant, including the potential for permanent paralysis and death; and,

2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest [Organization Name] representative; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless [Organization Name], their officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event.

5. **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the State of North Carolina, the North Carolina Department of Transportation, [County Name] County, [Municipality Name, if applicable], their officers, officials, agents and/or employees, volunteers.**

6. I grant to [Organization Name] my permission to use without charge any and all photographs, video reproductions or other like kinds of image productions taken during the event.

7. I understand that [Event Name] and its staff are not responsible for the loss, theft, or any damages to personal property which includes, but is not limited to bicycles, vehicles, tents, trailers, luggage, etc.

8. I understand that I can be removed from the ride at any time for any reason with no refund.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

| _____ | _____ | _____ |
|---|---|---|
| Name | 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, Randy Cress, Assistant County Manager/Chief Information Officer
**DATE:** 8/7/2023
**SUBJECT:** Citrix Software - CDW Government

---

The Rowan County Information Technology department uses Citrix software county-wide to securely provide access anywhere to files, data share, etc. The County received multiple quotes per Informal Bidding G.S. 143-131 (a) and CDW Government Inc. was the lowest quote. This agreement is to provide licenses and support for the annual renewal, not to exceed $95,310.78.

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

Attached is a quote from CDW Government Inc.

**Recommendation:**
Board of Commissioners to authorize the Purchasing Director to approve an annual renewal agreement with CDW Government Inc. not to exceed $95,310.78 for the Citrix Software renewal.

**ATTACHMENTS:**
1. Quote

# Review and Complete Purchase

**TONI WINGLER,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---|---|---|---|---|
| NKZN236 | 6/20/2023 | CITRIX RENEWAL | 0650497 | $101,323.35 |

**QUOTE DETAILS**

| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
|---|---|---|---|---|
| CITRIX XENDT PLATINUM PER USER<br>Mfg. Part#: 3022342<br>Electronic distribution - NO MEDIA<br>Contract: Standard Pricing | 901 | 5030176 | $83.90 | $75,593.90 |
| CITRIX NS VPX 1000 ENT<br>Mfg. Part#: 3022356<br>Electronic distribution - NO MEDIA<br>Contract: Standard Pricing | 2 | 5128734 | $5,150.00 | $10,300.00 |
| Citrix ShareFile Advanced - subscription license - 0 GB capacity<br>Mfg. Part#: 6000019<br>Electronic distribution - NO MEDIA<br>Contract: MARKET | 99 | 5256412 | $95.12 | $9,416.88 |

| | |
|---|---|
| **SUBTOTAL** | $95,310.78 |
| **SHIPPING** | $0.00 |
| **SALES TAX** | $6,012.57 |
| **GRAND TOTAL** | **$101,323.35** |

| PURCHASER BILLING INFO | DELIVER TO |
|---|---|
| **Billing Address:**<br>ROWAN COUNTY INFORMATION SYSTEMS<br>ACCTS PAYABLE<br>130 W INNES ST<br>SALISBURY, NC 28144-4375<br>**Phone:** (704) 633-5761<br>**Payment Terms:** Net 30 Days-Govt State/Local | **Shipping Address:**<br>ROWAN COUNTY INFORMATION SYSTEMS<br>RANDY CRESS<br>130 W INNES ST<br>SALISBURY, NC 28144-4375<br>**Phone:** (704) 633-5761<br>**Shipping Method:** ELECTRONIC DISTRIBUTION |
| | **Please remit payments to:** |
| | CDW Government<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515 |

## Sales Contact Info

**Mike Groth** | (855) 822-1197 | mikegro@cdwg.com

| LEASE OPTIONS | | | |
|---|---|---|---|
| **FMV TOTAL** | **FMV LEASE OPTION** | **BO TOTAL** | **BO LEASE OPTION** |
| **$95,310.78** | **$2,555.28/Month** | **$95,310.78** | **$2,951.77/Month** |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

## Need Help?

My Account

Support

Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**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:** 8/7/2023
**SUBJECT:** Consider Approval of the Minutes

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Please consider approval of the minutes from the July 17, 2023 Regular Commissioners Meeting.

**ATTACHMENTS:**
1. July 17, 2023

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 July 17, 2023 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

## Call to Order

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

## Consider Additions to the Agenda

Commissioner Pierce requested to add an item to the Consent Agenda as Item UU:

- Schedule a public hearing to consider accepting Fortius' offer to purchase 33.25 acres in Summit Corporate Center under NCGS 158-7.1 private sale for economic development and consider approving the Access Agreement with Fortius.

## Consider Deletions From the Agenda

There were no deletions from the agenda.

## Consider Approval of the Agenda

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

## Consider Approval of the Consent Agenda

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

*A. LOBBYING REPORT: Approve County Manager to Sign/Submit 2023 Principal Expense Report Form*

*B. Satisfactions for Community Development Block Grant Deeds of Trust*

C. *GRANT AGREEMENT: Approve Byrne Justice Assistance Grant Agreement for Sheriff's Office*
D. *GRANT APPLICATION: Approve American Kennel Club Reunite "Adopt a K-9 Cop" Grant Application for Sheriff's Office*
E. *DIRECTED GRANT AGREEMENT: State Fiscal Recovery Fund Agreement from the North Carolina Department of Environmental Quality Session Law 2022-74*
F. *Approve Sale of Ground Leased Hangar T13*
G. *Notification of Law Enforcement Support Office Program Participation*
H. *Amendment #1 - Family Closet & Consignment Shop Lease*
I. *Amendment #2 - Rowan County Veterans Honor Guard Lease*
J. *Sole Source - Tenika Reddick, Breastfeeding Peer Counselor*
K. *Consider Approval of the Minutes*
L. *Sole Source - Everbridge*
M. *Reappointment of County Assessor*
N. *Sheriff's Office Surplus Uniform Disposal*
O. *GRANT AGREEMENT: Request to approve funding agreement for Transit Fiscal Year (FY) 24 "5311 Admin" grant*
P. *GRANT AGREEMENT: Approve funding agreement for Transit FY24 5310 Enhanced Mobility Grant*
Q. *Sole-Source Idemia - Detention Center & Sheriff's Office*
R. *GRANT AGREEMENT: Request to Approve HOME-American Rescue Plan Act Funding Agreement*
S. *Lease Agreement - 6620 Bringle Ferry Road*
T. *Lease Agreement - 750 Sloan Road*
U. *Schedule Public Hearing on August 7, 2023 for Z 02-23: Fisher Athletic*
V. *Schedule Legislative Hearing for SNIA 02-23: Performance Pit Oakridge Limited Liability Company (LLC), for August 7, 2023*
W. *Resolution of Support - Access Road for Driver Training Range at Rowan Cabarrus Community College*
X. *Award Facilities Generator to AGS Contracting LLC.*
Y. *TAX REFUNDS FOR APPROVAL*
Z. *Approve Taxiway Rehab Project - J.T. Russell & Sons, Incorporated (Inc.) - Contract*
AA. *WSP USA, Inc., formerly Golder Associates NC, Inc - Environmental Consulting Agreement*
BB. *Lease Agreement - Rowan County Agricultural & Industrial Fair Association - Parking Lease FY24*
CC. *Award Mid-Carolina Regional Airport Food Lion Hangar Generator - The Krydon Group*
DD. *Award Door Access - Insight Low Voltage*
EE. *Request to Approve GREAT Grant 3-party Contract*
FF. *Award DNP Nature Center Trail - R&L Glover Enterprises, Inc.*
GG. *Request to Approve GRANT AWARD for Plumbing Grant*
HH. *Sole-Source MCCi - FY24*
II. *Bonney Staffing - Health Dept.*
JJ. *Bonney Staffing - Human Resources*
KK. *Request for Public Hearing for 'Project Puma'*

*LL. Sole-Source FY24 - ESRI*
*MM. Sole-Source FY24 - Service Commander Software, Inc*
*NN. Sole-Source FY24 - Tyler Technologies ERP*
*OO. Sole-Source FY24 - ES&S Maintenance*
*PP. Blue Cross Blue Shield of NC Amendment to Contract*
*QQ. FY23 Environmental Management Debt Write Off*
*RR. Budget Amendments, as follows:*

| | | |
|---|---|---|
| *Health* | *To budget for AA130 Management of Chronic Illness in Pregnancy funding and expenditures* | *$8,000* |
| *Health* | *To budget for awarded PDO grant funding and expenditures* | *$50,000* |
| *Health* | *To align budget with AA351 Child Health actual awarded funding* | *$768* |
| *Transit* | *Increase Budget for 5310-Rural State Elderly & Disabled Transportation Grant* | *$375,000* |
| *Finance* | *To align FY24 Home and Community Care Block Grant budget with the actual approved funding plan* | *$10,683* |
| *Health* | *To align budget with AA415 Breastfeeding Peer Counseling Program funding* | *$44,824* |
| *Airport* | *To budget Hangar Project in FY24* | *$19,028,550* |
| *Grants* | *To budget Sheriff Department JAG Grant* | *$24,500* |
| *Grants* | *To budget HOME American Rescue Plan Act Grant* | *$797,482* |
| *Grants* | *To budget Water Dept North Carolina Department of Environmental Quality Grant* | *$1,900,000* |
| *Sheriff* | *To budget additional 14 Detention Employees Bonus Pay* | *$36,400* |

*SS. Sheriff's Office Bonus Pay*
*TT. Clothing Allowance for Detective Division*
*UU. Schedule a public hearing to consider accepting Fortius' offer to purchase 33.25 acres in Summit Corporate Center under NCGS 158-7.1 private sale for economic development and approve the Access Agreement with Fortius. (Agenda Addition)*

**Public Comment**

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

**Connie Byrne**, 216 Goldston Street, Kannapolis, urged qualified citizens to take advantage of the tax deferment program. She read some of the requirements to qualify for the program.

**Consider PE 04-23: Dragon Boat Festival**

Aaron Poplin, Planning Technician, said the Rowan County Chamber of Commerce is requesting a Permit to Exceed for the ninth annual Rowan Chamber Dragon Boat Festival on July 22nd, 2023, at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 3,500 people. Mr. Poplin shared the Application Review, including 10 criteria to consider in order to issue or deny a permit to exceed. Based on these criteria, the application meets all criteria necessary for approval.

Elaine Spalding, President of the Rowan Chamber, thanked the Board for their support of the Festival. There are 31 teams participating in the boat races this year. She gave details regarding the event.

Chairman Edds asked how many out-of-town teams will participate and Ms. Spalding said there are four.

Chairman Edds invited public comment, and hearing none, closed the floor.

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

**Consider PE 05-23: Float the Goat**

Shane Stewart, Assistant Planning Director, said Mikey Wetzel is requesting a permit to exceed the noise ordinance standards for a free concert termed "Float the Goat", which would feature live music played from a floating stage (or pontoon boat) near "Goat Island" on High Rock Lake on Sunday, August 6th with a backup date of August 13th between 2:00 p.m. and 5:00 p.m. Mr. Stewart showed an aerial view of the site and shared the Application Review, including 10 criteria to consider in order to issue or deny a permit to exceed. Based on these criteria, the application meets all criteria necessary for approval.

Mr. Wetzel thanked the Board for their support of the event. There is a lot of community support.

Chairman Edds opened the floor for public comment and closed it after no one wished to speak.

*On motion of Greene, seconded by Pierce, the Board voted 5-0 to approve PE 05-23.*

**Public Hearing and Summary Presentation: Project Swarm (Economic Development)**

Scott Shelton, Rowan Economic Development Corporation (EDC) Vice President, gave a presentation regarding an incentive request for "Project Swarm" and said the company is considering Rowan County for a new distribution facility. The company behind Project Swarm has been in business for decades and is a household name in its industry. The company is currently evaluating potential properties in the mid-Atlantic and southeastern United States for a new distribution center. Among the candidates for this new facility is a property in Rowan County. If Rowan County is chosen, the company would create 112 new jobs over the next six

years. It is estimated that the total new investment in Rowan County would be $41 million. The company plans to begin operations at its chosen location in early 2025.

There does not appear to be any regulatory barriers to this project moving forward. The company will work with City of Kannapolis 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.

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and the County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a grant is issued to the company based on a percentage of taxes paid.

Rowan County uses a scoring system to determine incentive eligibility and grant levels. This system awards points based on important factors such as capital investment, total job creation, average salary, employee health insurance coverage, and industry sector. Each of the three grant levels requires a minimum number of points scored. The amount of the grant is based on a designated percentage level for five consecutive years.

Based on the project parameters provided to the Rowan EDC by the company and the Economic Development Partnership of North Carolina, 'Project Swarm' scored a total of 6 points which would qualify it for a Level 2 Grant. This grant would be equivalent to 45% of the new taxes paid. The company is requesting a Level 2 Grant under this program for the amount and duration adopted in the policy. In order to illustrate the financial impact of this potential project on the County we have projected revenue returns over a 10-year period.

The Rowan EDC is working with 'Project Swarm' to pursue a $200,000 One NC Grant through the State of North Carolina. This grant can help the company purchase and install new equipment, as well as fund building renovations and improvements. Rowan County would need to apply for this grant on the company's behalf. If approved, the grant would be awarded to Rowan County who would then disburse funds to the company if the job creation requirements are met. The required local match for this grant can be satisfied through the County's own incentive grant. The City of Kannapolis will hold a public hearing on July 24th to consider its own incentive grant for the project.

If Rowan County were chosen, Project Swarm plans to complete the majority of its' improvements by the end of 2024. Operations would begin in early 2025. The overall investment timeline is based on information provided to the Rowan EDC by the company. 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
- The company's new facility has an estimated value of $25 million and will be completed by December 31, 2024
- $16 million of equipment installation occurs prior to December 31, 2024

- The project is complete by December 31, 2024, with a total investment of $41 million
- Depreciation for business personal property was estimated using the State of North Carolina's 2023 Depreciation Schedule A
- Ten-year lifespans were assumed for all business personal property depreciation

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures. Incorporating the above framework, the following outcomes are projected:

- During the five incentivized years, the County would collect $1,140,744 in revenue and provide incentive grants totaling $513,335. The County would retain $627,409 of revenue during the incentive term.
- Modeled with a 10-year horizon, the County would stand to collect an estimated $2,067,120, disburse a $513,335 grant and retain an estimated $1,553,785 of new revenue.

Mr. Shelton said this project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Swarm would create a total of 112 new full-time jobs, as well as add $41 million to the County's tax base. The project would also generate approximately $1.5 million of net tax revenue for the County over the next ten years.

At 6:17 p.m. Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

*On motion of Caskey, seconded by Klusman, the Board voted 5-0 to approve economic development grant for Project Swarm.*

*On motion of Edds, seconded by Pierce, the Board voted 5-0 to authorize a grant application submission for the One NC Grant.*

**Financial Reports**

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with 2023 totaling $160,278,437 for June. Annual cumulative revenue is up for 2023, with $192,846,329 for June. Ms. Bumgarner gave examples of items contributing to the increase in revenue. She explained interest revenues. In May, the annual cumulative property tax for 2023 was $93,194,010. Ms. Bumgarner said in March 2023, the annual cumulative sales tax was $32,797,252. She compared monthly sales taxes from 2020 to 2023. The Medicaid Hold-Harmless is the reason for the sharp increase during March.

**Board Appointments**

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Michael McClain to the ETJ Seat on the City of Kannapolis Board of Adjustment.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to waive the 2-term limit*

*Pierce/Greene and appoint Ronald Jacobs to the ETJ Seat on the Granite Quarry Planning Board.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Lucas Safrit to the At Large Seat on the Historic Landmark Commission.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to waive the residency requirement for the Chief Court Counselor seat on the Juvenile Crime Prevention Council.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Gayle Alston to the Chief Court Counselor Seat by virtue of her position as the District 19 Chief Court Counselor on the Juvenile Crime Prevention Council.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Jamie Durant to the Community Stakeholder Seat on the Local Emergency Planning Committee, and to appoint Jeff Moore to the County Seat on the Locke Volunteer Fire Department Fire Commission.*

**Closed Session**

*At 6:26 p.m. on motion of Edds, seconded by Pierce, the Board voted 5-0 to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on June 19, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege regarding a matter involving a settlement between Larry Putnam and Rowan County, and a matter regarding an additional litigation.*

**Regular Session**

At 7:28 p.m. regular session resumed.

*On motion of Pierce, seconded by Pierce, the Board voted 5-0 approve the Settlement Agreement and partial refund of the original payment with the balance being applied to Mr. Putnam's current outstanding balance.*

**Adjournment**

*At 7:28 p.m., on motion of Pierce, seconded by Greene, the Board voted 5-0 to adjourn.*

_____

Sarah Pack, NCCCC
Clerk to the Board

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Ann Kitalong-Will, Grants Administration and Governmental Relations
**DATE:** 8/7/2023
**SUBJECT:** GRANT APPLICATION: ROCOC request approval to apply for funding from First United Church of Christ Foundation

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Rowan One Church One Child requests approval to apply for funding to the First United Church of Christ Foundation of Salisbury, NC. ROCOC would like to request $5,000 in funding from the Foundation, which will be used to purchase gift cards for families. Participating families will be those that are referred to ROCOC for assistance; gift cards may be used to purchase necessities for the families (e.g. gas, groceries, baby formula, and children's clothing).

Recommendation: Approve Rowan One Church One Child to apply for funding from First United Church of Christ Foundation.

**ATTACHMENTS:**
1. Grant Application

# 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 Child

ONE CHURCH CHILD
ROWAN COUNTY

**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:** Alyssa Harris, Public Health Director
Micah Ennis, Director of Social Services

**DATE:** 8/7/2023

**SUBJECT:** GRANT AGREEMENT: Approve accepting of funds from Cabarrus Health Alliance as Sub-Recipient for TP1AH000291: Teen Pregnancy Prevention grant for Rowan County Health Department and Rowan County Department of Social Services

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We respectfully request the Board of Commissioners approve the accepting the funding from Cabarrus Health Alliance for the TP1AH000291: Teen Pregnancy Prevention grant. Services are listed in the attached MOA documents for each agency. This funding supports our goals for holistic improvement of health and well-being.

The Learning Collaborative has been active throughout the last three years to create action plans for supporting academic health, mental health, and reducing teen pregnancy through support for adolescents and parents.

**ATTACHMENTS:**

1. Cabarrus Health Alliance_Grant Award Letter_Elevate
2. MOA Template FINAL_Rowan DSS
3. MOA Template FINAL_Rowan County Health Department

CABARRUS HEALTH ALLIANCE
at NC Research Campus

July 19, 2023

To: Alyssa Harris, Rowan County Health Department Pubic Health Director
Micah Ennis, Rowan County Department of Social Services

From: Megan Shuping, Cabarrus Health Alliance

Subject: Elevate: Teen Pregnancy Prevention Grant Award

For fiscal year 2023-2024, Cabarrus Health Alliance would like to continue our partnership with Rowan County for the Elevate project funded through the Office of Population Affairs (OPA) with the federal award number: NoA TP1AH000291.

Scope of work includes but not limited to:

- Lead, co-facilitate and coordinate all Learning Collaborative (LC) meetings in conjunction with relevant CHA staff
- Build and foster relationships with LC members
- Serve as primary liaison for Rowan County partnering organizations
- Facilitate relationships with multi-sector organizations to direct adolescent health programming with an emphasis on addressing equity, increasing protective factors for youth, and addressing risk factors within the Rowan County community
- Participate in the Youth Advisory Council through engagement with Rowan County school students
- Engage Healthy Rowan as appropriate in activities related to the LC
- Replicate to scale an evidence-based teen pregnancy prevention program (TPP) with fidelity and quality
- Connect and strengthen your network of adolescent-friendly supportive services
- Engage with CHA to plan programming and review materials prior to implementation to be age-appropriate and medically-accurate, culturally and linguistically-appropriate, trauma-informed, and inclusive of all youth

Rowan County will receive compensation up to by not exceeding $35,000.
Line items for contract will include:

- Learning Collaborative co-facilitation
- Rowan County Health Department and Rowan County Social Services operational expenses associated with project
- Learning Collaborative and Youth Advisory Council operational expenses associated with project
- Attend all trainings for EBP selected and replication of evidence-based TPP including staff time and operational expenses association with project

The award is contingent on the pre-award risk assessment and funding. To meet our deadlines for the Office of Population Affairs, we are asking to have updated MOAs signed by July 25th, 2023.

Megan Shuping
Director, Community Health

# MEMORANDUM OF AGREEMENT (MOA)

*BETWEEN*

The Public Health Authority of Cabarrus County, *d.b.a.* Cabarrus Health Alliance

*AND*

Rowan County Department of Social Services under AH-TP1-23-001: *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services*

This document constitutes a Memorandum of Agreement (hereinafter referred to as "MOA" or "the MOA") between The Public Health Authority of Cabarrus County, *dba* Cabarrus Health Alliance (hereinafter called "CHA") and Subrecipients.

## I. Purpose & Background

The U.S. Department of Health and Human Services Office of Population Affairs (OPA) has announced fiscal year 2023 funds to implement AH-TP1-23-001: *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services* (herein after called *Advancing Equity*). Consistent with the authority of Division H, Title II of the Consolidated Appropriations Act, 2023 (Public Law No. 117-328), this notice solicits applications for projects to serve communities and populations with the greatest needs and facing significant disparities to advance equity in adolescent health through the replication of evidence-based teen pregnancy prevention programs (EBPs) and services. Funding for projects authorized under this Notice of Funding Opportunity (NOFO) is to replicate EBPs and not for service delivery.

The purpose of this MOA is to document the efforts and collaboration of CHA and its local partners to carry out the objectives of the *Advancing Equity* funding, if awarded.

## II. Roles & Responsibilities

### A. *CHA agrees to the following roles and responsibilities under this MOA in support of the goals of this cooperative agreement:*

▪Serve as prime recipient of funds under AH-TP1-23-001

▪Coordinate cross-county Learning Collaborative activities

▪Provide primary programmatic and financial reporting to the OPA

▪Keep all subrecipients informed of their subaward budgets and balance through the end of the subaward or entire cooperative agreement.

▪Provide to subrecipients required training consistent with the Notice of Award, including but not limited to: evidence-based programs (EBP), data collection, monitoring, staff development, trauma-informed approaches, and equity; as appropriate.

▪Ensure fiscal procedures in order to track, monitor, and report expenditures in a timely manner, consistent with the NOFO and 45 CFR 75

▪Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

**B.** ***The Subrecipient agrees to the following roles, responsibilities and contributions under this MOA in support of the goals of this project:***

**Roles:**

▪Serve as the subrecipient of awarded funds under the *Advancing Equity* project, AH-TP1-23-001

▪Maintain organizational capacity to effectively, efficiently, and implement locally-tailored evidence- and practice-based strategies within the period of performance

▪As indicated in the NOFO, Subrecipient agrees to meet each of the below expectations in the execution of the subaward:

1. Focus on areas of greatest need and facing significant disparities
2. Engage in a planning period
3. Replicate to scale evidence-based teen pregnancy prevention programs with fidelity and quality
4. Engage with CHA to review materials prior to implementation to be age-appropriate and medically-accurate, culturally and linguistically-appropriate, trauma-informed, and inclusive of all youth
5. Engage youth, caregivers, and the community throughout your subaward
6. Connect or strengthen your network of adolescent-friendly supportive services
7. Ensure equitable, safe, supportive, and inclusive environments
8. Monitor and improve the overall project to ensure services offered are equitable, accessible, of the highest quality, and best fit for the communities and populations served

**Responsibilities:**

▪Receive training from OPA, Cabarrus Health Alliance, or *Advancing Equity*-contracted partners to include but not limited: evidence-based programs (EBP), data collection, monitoring, staff development, trauma-informed approaches, and equity, as appropriate, or as indicated in the Notice of Award

▪Participate in cross-county Learning Collaborative activities

▪Implement communication strategies that will support awareness, acceptance of, and recruitment into the selected evidence-based programs (i.e. parent/guardian, school board, or administrator communications, as appropriate to each setting)

▪Assure that materials and language used are respectful of and responsive to the cultural and linguistic needs of the population being served. This includes being respectful and responsive to individual cultural health beliefs and practices, preferred languages, health literacy levels, and communication needs

▪Develop and/or leverage partnerships and/or coalitions to help mobilize resources, influence systems, and serve as catalysts for changing policies, programs, and practices within the community

▪Monitor progress of the subaward budget, activities, and deliverables, including participation in the Monitoring and Improvement Plan (MIP) as appropriate to the subaward

▪Provide timely progress reports on subaward context, outcome-related performance measures, health equity approaches, successes, challenges, and lessons learned throughout periodic reporting as established in the Notice of Award

▪Participant in any required OPA or CHA evaluation guidance, technical assistance, or support webinars, trainings, monthly calls, and/or written materials

▪Ensure fiscal procedures in order to track, monitor, and report expenditure in a timely manner, consistent with the NOFO and 45 CFR 75
▪All prior financial approval requests must be submitted by the 15th of the month proceeding the month in which items wishes to be executed. CHA requests five business days to review and approve in writing approval or denial or request for more information.
▪All expenditure reports are due by the 30th of the month following the completion of the project and/or request for reimbursement (ex: reimbursement for staffing costs for the month of April should be submitted no later than 30th of May).
▪Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

**Contributions**
▪Rowan County DSS will select at least one evidence-based program by October 2023 to implement upon approval from OPA
▪Rowan County DSS will reach at least 25 youth through the selected evidence-based program(s) each year
▪Rowan County DSS will reach at least 1 caregivers/parents through the selected evidence-based program(s) each year
▪Rowan County DSS will train at least 3 other youth serving professionals in year 1
▪Rowan County DSS will ensure all EPB facilitators are trained in selected evidence-based programs by sending staff to CHA sponsored trainings
▪Rowan County DSS will address trainer turnover by ensuring new trainers attend all required or booster trainings
▪Rowan County DSS representatives agree to attend Learning Collaborative meetings during project period

## III. It is mutually understood and agreed by and between the Parties that:

- CHA and the Subrecipient will work in collaboration to share information on cases for which both the Parties are involved.
- Both the Parties agree to provide all services detailed within this MOA.
- Both the Parties agree to coordinate the project activities of all groups participating in their local portion of this project.
- Both the Parties agree to abide by Federal and State guidelines regarding equal opportunity, drug-free workplace(s), and financial reporting.

## IV. Responsible Personnel

The Responsible Personnel will oversee all phases of this project's implementation and operation. Members of the aforementioned will include:

- *From CHA:* Megan Shuping or designee
- *From* Subrecipient*:* to be determined

## V. Confidentiality

All information as to personal facts and circumstances obtained by either of the Parties in connection with the provision of services and/or other activity under this MOA:

- …shall be privileged communication;
- …shall be held confidential;
- …shall not be divulged without the Responsible Personnel's written consent except as may be otherwise required by applicable law or regulation, upon which prior written notice shall be sent to the affected party.

## VI. General Terms and Conditions

**A)** ***Suspension and Debarment***

Subrecipient represents and warrants that it will not enter into a contract award (2 CFR 180.220) with parties listed on the government-wide exclusions in the System for Award Management (SAM) or Debarred Vendors identified by the NC Department of Administration.

**B)** ***Availability of Funds***

The Parties agree and understand that payment of services specified in this MOA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the CHA. MOA shall automatically terminate if funds cease to be available.

**C)** ***Federal Funds***

The following federal provisions apply to all aspects of this MOA pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) 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. § 200.322); the Federal Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") codified at 2 C.F.R. 200 Subpart F; and Record Retention Requirements (2 CFR § 200.324).

**D)** ***Civil Rights***

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin; Title IX of the Education Amendments of 1972 (P.L. 88-352) as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicaps; The Age discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatments and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol or alcoholism; Title VIII of the Civil Acts Right of 1968 (42 U.S.C. 3601 et seq) as amended, relating to nondiscrimination in the sale, retail, or financing of housing; the Food Stamp Act and

USDA policy, which prohibits discrimination on the basis of religion and political beliefs; and the requirements of any other nondiscrimination statues may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this MOA.

**E)** ***Rehabilitation Act***
Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this MOA.

**F)** ***The American with Disabilities Act 1990***
ADA makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Region 4 LHD certifies that it and its principals will comply with regulations in ADA Title II (Public Services) and Title III (Public Accommodations) in fulfilling the obligations under this MOA.

## Resources

Cabarrus Health Alliance will issue a subaward of $15,000 to Rowan DSS (Subrecipient) for the purposes of carrying out the aforementioned Roles and Responsibilities. The subaward will be re-issued annually, contingent on available funds and completion of subaward deliverables. All subawards are contingent on funding from the OPA under Cooperative Agreement AH-TP1-23-001.

## Effective Date and Signature

This MOA shall be effective upon the signature of CHA and Rowan County DSS authorized officials. It shall be in force from July 1, 2023 to June 30, 2028. CHA and Rowan County DSS indicate agreement with this MOA by their respective signatures, as follows.

I hereby agree to serve as the lead agency for my sections of this project, and I agree to abide by the terms and conditions contained in this Memorandum of Agreement between The Public Health Authority of Cabarrus County and Rowan County DSS for the purpose and scope described in detail in this document.

Rowan County DSS
1813 E. Innes Street
Salisbury, NC 28146

Authorized
Signature:
_____

Name:
_____

Title:
_____

Date:
_____

CABARRUS HEALTH ALLIANCE
300 Mooresville Road
Kannapolis, NC 28081

Authorized
Signature: _____

Name: Erin Shoe, MPH_____

Title: CEO, Director of Public Health Services

Date: _____

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

_____
Sue K. Yates
Chief Financial Officer
Cabarrus Health Alliance

# MEMORANDUM OF AGREEMENT (MOA)

*BETWEEN*

The Public Health Authority of Cabarrus County, *d.b.a.* Cabarrus Health Alliance

*AND*

Rowan County Health Department under AH-TP1-23-001: *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services*

This document constitutes a Memorandum of Agreement (hereinafter referred to as "MOA" or "the MOA") between The Public Health Authority of Cabarrus County, *dba* Cabarrus Health Alliance (hereinafter called "CHA") and Subrecipients.

## I. Purpose & Background

The U.S. Department of Health and Human Services Office of Population Affairs (OPA) has announced fiscal year 2023 funds to implement AH-TP1-23-001: *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services* (herein after called *Advancing Equity*). Consistent with the authority of Division H, Title II of the Consolidated Appropriations Act, 2023 (Public Law No. 117-328), this notice solicits applications for projects to serve communities and populations with the greatest needs and facing significant disparities to advance equity in adolescent health through the replication of evidence-based teen pregnancy prevention programs (EBPs) and services. Funding for projects authorized under this Notice of Funding Opportunity (NOFO) is to replicate EBPs and not for service delivery.

The purpose of this MOA is to document the efforts and collaboration of CHA and its local partners to carry out the objectives of the *Advancing Equity* funding, if awarded.

## II. Roles & Responsibilities

### A. *CHA agrees to the following roles and responsibilities under this MOA in support of the goals of this cooperative agreement:*

▪Serve as prime recipient of funds under AH-TP1-23-001, if awarded

▪Coordinate cross-county Learning Collaborative activities

▪Provide primary programmatic and financial reporting to the OPA

▪Keep all subrecipients informed of their subaward budgets and balance through the end of the subaward or entire cooperative agreement.

▪Provide to subrecipients required training consistent with the Notice of Award, including but not limited to: evidence-based programs (EBP), data collection, monitoring, staff development, trauma-informed approaches, and equity; as appropriate.

▪Ensure fiscal procedures in order to track, monitor, and report expenditures in a timely manner, consistent with the NOFO and 45 CFR 75

▪Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

**B.** ***The Subrecipient agrees to the following roles and responsibilities under this MOA in support of the goals of this project:***

**Roles:**

▪Serve as the subrecipient of awarded funds under the *Advancing Equity* project, AH-TP1-23-001, if awarded.

▪Maintain organizational capacity to effectively and efficiently support the implementation of locally-tailored evidence- and practice-based strategies within the period of performance

▪As indicated in the NOFO, Subrecipient agrees to meet each of the below expectations in the execution of the subaward:

1. Focus on areas of greatest need and facing significant disparities
2. Engage in a planning period
3. **Lead engagement in the Learning Collaborative for leadership and community stakeholders who are residents of Rowan County**
4. **Lead engagement in the Youth Advisory Council for adolescents who are residents of Rowan County**
5. Engage youth, caregivers, and the community throughout your subaward
6. Connect or strengthen your network of adolescent-friendly supportive services
7. Ensure equitable, safe, supportive, and inclusive environments
8. Monitor and improve the overall project to ensure services offered are equitable, accessible, of the highest quality, and best fit for the communities and populations served

**Responsibilities:**

▪Receive training from OPA, Cabarrus Health Alliance, or *Advancing Equity*-contracted partners to include but not limited: evidence-based programs (EBP), data collection, monitoring, staff development, trauma-informed approaches, and equity, as appropriate, or as indicated in the Notice of Award

▪Participate in cross-county Learning Collaborative activities

▪Implement communication strategies that will support awareness, acceptance of, and recruitment into the selected evidence-based programs

▪Assure that materials and language used are respectful of and responsive to the cultural and linguistic needs of the population being served. This includes being respectful and responsive to individual cultural health beliefs and practices, preferred languages, health literacy levels, and communication needs

▪Develop and/or leverage partnerships and/or coalitions to help mobilize resources, influence systems, and serve as catalysts for changing policies, programs, and practices within the community

▪Monitor progress of the subaward budget, activities, and deliverables, including participation in the Monitoring and Improvement Plan (MIP) as appropriate to the subaward

▪Provide timely progress reports on subaward context, outcome-related performance measures, health equity approaches, successes, challenges, and lessons learned throughout periodic reporting as established in the Notice of Award

▪Participant in any required OPA or CHA evaluation guidance, technical assistance, or support webinars, trainings, monthly calls, and/or written materials

▪Ensure fiscal procedures in order to track, monitor, and report expenditure in a timely manner, consistent with the NOFO and 45 CFR 75

▪All prior financial approval requests must be submitted by the 15th of the month proceeding the month in which items wishes to be executed. CHA requests five business days to review and approve in writing approval or denial or request for more information.
▪All expenditure reports are due by the 30th of the month following the completion of the project and/or request for reimbursement (ex: reimbursement for staffing costs for the month of April should be submitted no later than 30th of May).
▪Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

**Contributions**
▪Rowan County Health Department will engage youth by providing space, training and opportunity for youth feedback in Rowan community
▪Rowan County Health Department representatives will attend all Learning Collaborative meetings
▪Rowan County Health Department will assist in recruitment and assist in the engagement of Rowan community leaders in the Learning Collaborative

## III. It is mutually understood and agreed by and between the Parties that:

- CHA and the Subrecipient will work in collaboration to share information on cases for which both the Parties are involved.
- Both the Parties agree to provide all services detailed within this MOA.
- Both the Parties agree to coordinate the project activities of all groups participating in their local portion of this project.
- Both the Parties agree to abide by Federal and State guidelines regarding equal opportunity, drug-free workplace(s), and financial reporting.

## IV. Responsible Personnel

The Responsible Personnel will oversee all phases of this project's implementation and operation. Members of the aforementioned will include:

- *From CHA:* Megan Shuping or designee
- *From* Subrecipient*:* Alyssa Harris

## V. Confidentiality

All information as to personal facts and circumstances obtained by either of the Parties in connection with the provision of services and/or other activity under this MOA:

- …shall be privileged communication;
- …shall be held confidential;
- …shall not be divulged without the Responsible Personnel's written consent except as may be otherwise required by applicable law or regulation, upon which prior written notice shall be sent to the affected party.

## VI. General Terms and Conditions

**A)** ***Suspension and Debarment***
Subrecipient represents and warrants that it will not enter into a contract award (2 CFR 180.220) with parties listed on the government-wide exclusions in the System for Award Management (SAM) or Debarred Vendors identified by the NC Department of Administration.

**B)** ***Availability of Funds***
The Parties agree and understand that payment of services specified in this MOA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the CHA. MOA shall automatically terminate if funds cease to be available.

**C)** ***Federal Funds***
The following federal provisions apply to all aspects of this MOA pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) 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. § 200.322); the Federal Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") codified at 2 C.F.R. 200 Subpart F; and Record Retention Requirements (2 CFR § 200.324).

**D)** ***Civil Rights***
Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin; Title IX of the Education Amendments of 1972 (P.L. 88-352) as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicaps; The Age discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatments and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol or alcoholism; Title VIII of the Civil Acts Right of 1968 (42 U.S.C. 3601 et seq) as amended, relating to nondiscrimination in the sale, retail, or financing of housing; the Food Stamp Act and USDA policy, which prohibits discrimination on the basis of religion and political beliefs; and the requirements of any other nondiscrimination statues may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this MOA.

**E)** ***Rehabilitation Act***
Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and

Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this MOA.

**F)** ***The American with Disabilities Act 1990***
ADA makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Region 4 LHD certifies that it and its principals will comply with regulations in ADA Title II (Public Services) and Title III (Public Accommodations) in fulfilling the obligations under this MOA.

**Resources**
Cabarrus Health Alliance will issue a subaward of $20,000 to Rowan County Health Department (Subrecipient) for the purposes of carrying out the aforementioned Roles and Responsibilities. The subaward will be re-issued annually, contingent on available funds and completion of subaward deliverables. All subawards are contingent on funding from the OPA under Cooperative Agreement AH-TP1-23-001.

**Effective Date and Signature**
This MOA shall be effective upon the signature of CHA and Rowan County Health Department authorized officials. It shall be in force from July 1, 2023 to June 30, 2028. CHA and Rowan County Health Department indicate agreement with this MOA by their respective signatures, as follows.

I hereby agree to serve as the lead agency for my sections of this project, and I agree to abide by the terms and conditions contained in this Memorandum of Agreement between The Public Health Authority of Cabarrus County and Rowan County Health Department for the purpose and scope described in detail in this document.

Rowan County Health Department
1811 E Innes Street
Salisbury, NC 28146

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

CABARRUS HEALTH ALLIANCE
300 Mooresville Road
Kannapolis, NC 28081

Authorized
Signature: _____

Name: Erin Shoe, MPH

Title: CEO, Director of Public Health Services

Date: _____

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

_____
Sue K. Yates
Chief Financial Officer
Cabarrus Health Alliance

**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:** 8/7/2023
**SUBJECT:** Sole-Source CTS Software (Trip Master)

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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

The Rowan Transit System has entered into a contract with CTS Software (Trip Master), for dispatching/scheduling software; per Competitive Bidding N.C.G.S. 143-129(b); where CTS was the lowest bidder. The County is requesting to purchase twenty six (26) camera systems, for a total of one hundred four (104) cameras as there are four (4) cameras in each vehicle. Due to software standardization or compatibility, the County request consideration for exemption. The total cost of this agreement is not to exceed $117,650.00, which includes the one-year maintenance plans and hardware for the term of the agreement:

| Plan Year | Amount Due |
|---|---|
| Year 1 (FY24) | $55,250.00 |
| Year 2 (FY25) | $15,600.00 |
| Year 3 (FY26) | $15,600.00 |
| Year 4 (FY27) | $15,600.00 |
| Year 5 (FY28) | $15,600.00 |

Attached is a quote from CTS Software.

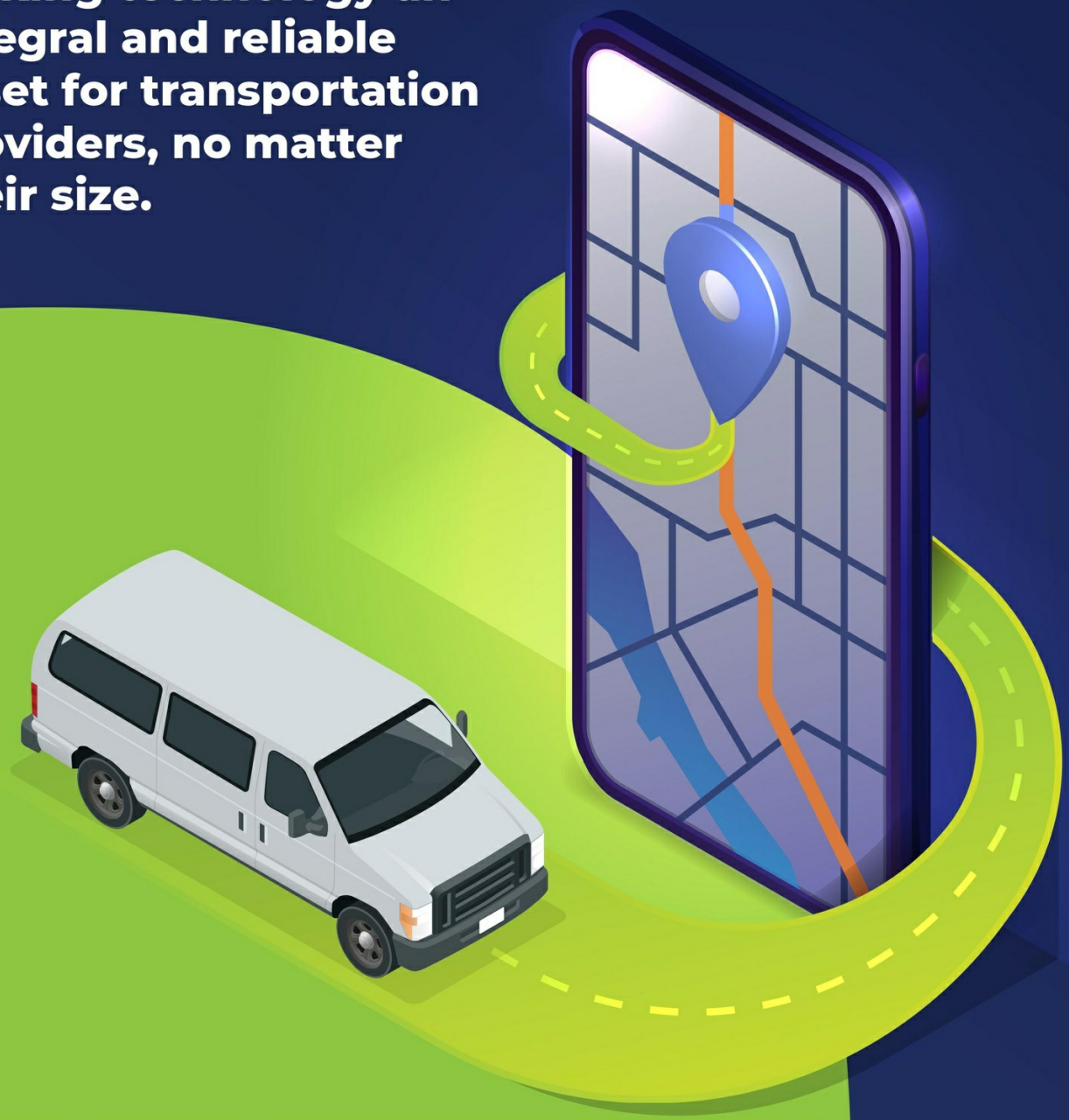
**Recommendation:**
Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with CTS Software (Trip Master) for FY24 - FY28; not to exceed $117,650.00

**ATTACHMENTS:**
1. Quote

TripMaster

by CTS Software

**For over 30 years, we have been dedicated to making technology an integral and reliable asset for transportation providers, no matter their size.**



**(800) 704-0064** www.tripmastersoftware.com

CTS Software (CTS) is pleased to submit our cost proposal to Rowan Transit System for your dispatching and scheduling needs. Our company has provided software products, upgrades, and technical support to the public transportation industry since the mid-1990s, and we have a keen understanding of your business, business objectives, and vision of your future. We help you maximize efficiency, grow ridership by enhancing the passenger experience, and support a great work atmosphere for your employees.

Our flagship web-based solution is TripMaster—powerful, flexible, completely scalable, and feature-rich. This proposal includes a suite of effective modules to ensure that we will meet Rowan Transit System needs now, as your organization's demands change, and goals are met. We've gone to great lengths to design an overall feel and business logic that proves our commitment and dedication to you–plus a 100% satisfaction guarantee.

CTS truly believes—based on knowledge of the industry, coupled with years of service to providers like you—that we are the perfect solution. We are most proud of our family-style commitment to customer service, and our customers will tell you that they appreciate reaching a real live person, who knows them by name, on the phone 24/7 if they ever need help.

In closing, we would again like to thank you for this opportunity. We look forward to a favorable evaluation that ultimately benefits the local communities you serve. Our reasoning for creating effective and efficient solutions comes down to those that need the valuable services provided by transportation providers and enhancing the experience for everyone involved. Thank you for this opportunity and thank you for considering us as your partner for many mutually beneficial years.

TripMaster by CTS Software

# Cost Proposal

**TripMaster by CTS Software**
PO Box 57
Swansboro, NC 28584
United States

T: 800-704-0064
F: 866-244-4351

| | |
|---|---|
| **Quote #** | **2125** |
| **Date** | **06/29/2023** |
| **Expires** | **07/29/2023** |
| **Contact** | **Jeff Neese** |

**Prepared for**

Rowan Transit System
Valerie Steele
2722 Old Concord Rd
Salisbury, NC 28146
United States

T: (704) 239-1434
E: valerie.steele@rowancountync.gov

**ACCEPT QUOTE**

# TripView Capital Cost Proposal

## One-Time Fees

| Category | Item | Qty | Price | Total |
|---|---|---|---|---|
| Hardware | **TripView 4 Camera System**<br>Live streaming in-vehicle video with event-based notifications. Equipment, shipping, installation, and remote system setup included. | 26 | $1,525.00 | **$39,650.00** |

One-Time Subtotal $39,650.00

## Monthly Fees

| Category | Item | Qty | Price | Total |
|---|---|---|---|---|
| Monthly Fees | **TripView Module Vehicle Fee (4 Camera System)**<br>Software updates, cellular fees, technical support, and full system warranty included. | 26 | $50.00 | **$1,300.00** |
| Monthly Fees | **First 3 Months Free**<br>From the date of signing this MSA, your first 3 months of monthly fees are free of charge. | 1 | $0.00 | **$0.00** |

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal $1,300.00

# Implementation

## One-Time Fees

| Category | Item | Qty | Price | Total |
|---|---|---|---|---|

| Category | Item | Qty | Price | Total |
|---|---|---|---|---|
| Services | **Camera System Installation**<br>Installation of all components by a professionally licensed third party contracted by TripMaster. | 104 | $0.00 | **$0.00** |
| Services | **TripView Remote System Set-Up**<br>A series of online webinars using Zoom during the initial system setup phases will bring system users to proficiency to perform their duties using the platform. | 1 | $0.00 | **$0.00** |
| | | | One-Time Subtotal | $0.00 |

## Summary

This cost proposal is valid for 30 days and is entirely confidential.

Taxes and fees will apply unless proof of tax exemption is supplied.

Minimum $125 monthly fee applies

| | |
|---|---|
| **Total One-Time** | **$39,650.00 USD** |
| **Total Monthly** | **$1,300.00 USD** |

ACCEPT QUOTE

# TRIPVIEW ORDER

## GENERAL INFORMATION.

**Customer:** Rowan Transit System

**Order Term**: 12 months from Effective Date, and autorenewing for additional 12 month periods unless a party notifies the other in writing of its intent to non-renew at least 30 days prior to the next Order Term.

**Device Term**: 45 Months from Order Date

This Order (the "**Order**") is made and entered into as of the above "**Effective Date**" by and between Foxster Opco, LLC, d/b/a CTS Software ("**CTS**", "**we**", "**our**", or "**us**") and the Customer listed above ("**Customer**", "**you**", or "**your**"). This Order is governed by the terms and conditions of the Master Services Agreement (the "**Master Contract**") executed between the parties and all capitalized terms not defined herein shall have the meaning provided in such Master Contract.

**1. DEFINITIONS.**

1.1 **"Data"** means the available data collected from your use of the Device.

1.2 **"Device"** means the physical camera device (and associated firmware) that works with the Services and shipped by us and installed by you, and any Updates to that firmware.

1.3 **"Documentation"** means our then current electronic or printed content describing the functions, features, specifications or certifications of the applicable software or product made available by us. Documentation excludes all proposals, demonstrations and marketing, sales and training materials.

1.4 **"Cost Proposal"** means the document(s) (in paper or electronic form) made available by us, and submitted by you, describing the type, initial quantity and delivery schedule, price, payment and/or other terms associated with the Devices being purchased. The terms of the Cost Proposal are incorporated as part of this Order. The initial

1.5 **"Services"** mean the CTS software as a service program that works with the Devices and that is separately licensed to you pursuant to the

Master Contract and another order issued thereunder.

1.6 "**Order Date**" means the date a Cost Proposal is accepted by us for additional or different Devices.

1.7 **"Support"** means our then current standard support services made generally available to users of the Devices.

1.8 **"Updates"** means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions and new release of software or firmware, excluding new products, services, features or functionalities we elect to sell separately.

**2. DEVICES.**

2.1 Use. During the Order Term subject to commercial availability and your timely payment and full compliance with the terms of the Agreement, we will deliver to you Devices that can be used with the Services for your own business purposes in accordance with the Documentation.

2.2 Device Term. You are financially obligated to pay for at least 45 months from the effective date of our acceptance of your order for such Devices, whether pursuant to an Order or otherwise (the "Device Term"). If the Order Term expires prior to the end of a Device Term, the Order Term will be automatically extended until the expiration of the last Device Term.

2.3 Data. Access to Data is only available through the reporting features of the Services (under our then current data retention policy). We will retain Data for the periods set forth in the Master Contract.

2.4 Additional Orders. We will provide to you the Devices pursuant to this Order and the terms of the applicable Pricing Order. You may order additional Devices by providing us with a written request or purchase order, so long as such Device is commercially available. All additional purchase orders must be in writing and accepted by us. Once accepted by us, additional purchase orders will become part of and are incorporated into this Order and are subject to the terms and conditions set forth herein and the Master Contract.

2.5 Wireless Network or Satellite Changes; Equipment Updates. Over time, wireless network or satellite provider requirements may change and Devices may need to be upgraded to accommodate such changed requirements. You may be responsible for costs related to any such Device updates, if applicable. For any Device that is not upgraded, we cannot provide assurance that the Service will continue to be available. We will notify you in writing as soon as reasonably practicable after receiving notice from the wireless network or satellite provider that updates will be required. Our solutions include cellular connectivity.

2.6 Reasonable Use. Our ability to provide the Services is conditioned on your Reasonable Use of the Devices. "**Reasonable Use**" means: i) unlimited use for standard telematics, GPS and location data, and engine and accelerometer events; and ii) for any other purpose, use of the Service (a) at a level not to substantially exceed the average usage of all customers of the Service as determined on an hourly, daily or monthly basis and (b) that in CTS' reasonable discretion does not degrade the Service or impact our other customer's ability to access and utilize the Service. The Service is not intended to be, and shall not be, used with equipment, systems, or non-CTS approved applications that drive continuous heavy traffic or data sessions. We reserve the right to throttle down or otherwise limit the transfer of data by any Device if usage by a Device restricts, inhibits, disrupts, degrades or impedes our ability to deliver and monitor the Service, backbone, network nodes, and/or other network services provided, however, we shall notify you in advance of such action and the parties shall work together in good faith to resolve the issue prior to CTS taking any such action. Notwithstanding the foregoing, we reserve the right to take unilateral action and immediately throttle down or otherwise take any and all actions, including termination or suspension of the offending Device, limiting throughput or amount of data transferred by you, or requiring you to pay additional fees, if CTS reasonably believes interference or material impairment to CTS' network is imminent and immediate action is necessary, until such issue is resolved.

2.7 Lost Devices. During the Order Term, you will be responsible for the total replacement cost if a Device is lost. You will also be responsible for shipping, installation and device costs in the event a replacement is needed.

2.8 Updates. We will, when reasonably practical, cause Updates to automatically install over the air to the Device firmware.

**3. FEES.**

3.1 The fees set forth in the Cost Proposal will be invoiced directly by us as set forth in the Master Contract (unless you arrange to pay the fees by credit card). Additional fees may apply if there are multiple locations.

3.2 Pricing in this Cost Proposal is valid for 30 days post the Order Date and will be reevaluated at the time of contract renewal.

3.3 All applicable sales and use tax will be applied in addition to the fees below unless official proof of tax exemption is supplied.

4. **WARRANTIES.** During the Order Term, we warrant that our Support will allow the Devices that we install to operate as substantially described in the applicable Documentation ("**Good Working Order**") provided that the Device has been Updated (if applicable, in accordance with Section 2.8 above) and has not been subject to misapplication, misuse, modification, improper use with other software, damage, or negligence. Repair or replacement is your sole and exclusive remedy for this warranty. Removal and return of the Device that is not in Good Working Order will be at your expense and risk of loss. The failed Device must be received by us within 45 days of issuance of a return materials authorization ("**RMA**") number or you may be invoiced the Non-returned Fee as set forth in Section 5.1 below. Following issuance of the RMA number, we will advance replace the failed Device by shipping to you, at our expense, a replacement Device, which may be refurbished. We do

not warrant or support any third party owned products provided to you under a Cost Proposal (you must contact and pay that third party owner directly for any available support).

**5. EARLY TERMINATION.**

5.1 Fees; The Devices will remain our property until the natural expiration of its applicable Device Term and subject to payment of all fees for its use. Notwithstanding any other provision of the Agreement, if any Device Term is terminated early for any reason (including but not limited to any termination of the Agreement or an Order), you are responsible for and shall pay (a) with respect to each Device Term terminated early, the monthly fees payable to us for the Device multiplied by the number of months remaining in the Device Term for such Device and (b) all costs associated with the de-installation and return shipping of such Devices (collectively, the "Early Termination Fee"). Early Termination Fees are liquidated damages, are not a penalty but a reasonable estimation of our damages in the event of an early termination and are a part of our rates.

5.2 Survival. The rights and obligations under Sections 1, 2, 3, 5, 6, and 7 survive any expiration or termination of this Master Contract.

5.3 Early Termination Fee. Notwithstanding any other provision of the Master Contract, if the Master Contract or Order is terminated for any reason other than a material breach by us, you must pay an Early Termination Fee, calculated as follows: For each Device activated in your account as of the effective termination date, the monthly fees payable to us for the Device multiplied by the number of months remaining in the Device Term for such Device (the **"Early Termination Fee"**). Early Termination Fees are liquidated damages and not a penalty and are a part of our rates.

**6. LIMITATIONS OF LIABILITY.** Our entire liability and your sole and exclusive remedies for any damages whether in contract, tort or otherwise arising from this Order are: (i) for breach of warranty for the Devices, the repair and replacement remedies in Section 5; and (ii) for claims other than in subsection (i), the direct damages proven in an amount not to exceed the amount paid by you for the Devices in the 30 day period immediately preceding the date on which the claim arose. We have no liability for any Device that was not installed by us.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING WIRELESS CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING WIRELESS CARRIER AND ITS AFFILIATES AND CONTACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

**7. NO RIGHT TO DISTRIBUTE, RESELL, OR REMARKET.** You have no right under this Order and agree not to act as a distributor, reseller, or remarketer of the Devices without our prior written consent. We and our licensors retain all right, title and interest in and to the Devices, and other services provided under this Order, including but not limited to all copyright, patent, trade secret and other intellectual or proprietary rights. You may not remove any copyright notices or any confidential or proprietary legends.

**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:** 8/7/2023
**SUBJECT:** Sole-Source Cellebrite USA, Inc. - FY24

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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

The Rowan County Sheriff's Office uses Cellebrite USA, Inc. for technology services and maintenance to assist in complex and long-term investigations that require specialized software. RCSO crime lab uses the software for cell phone analysis to download data from phones and other electronic devices. Currently utilizing the Spanish version only, contract not to exceed $12,200.00.

**Recommendation:**
Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Cellebrite USA, Inc. for FY24; not to exceed $12,200.00.

**ATTACHMENTS:**
1. Sole Source Letter from Vendor
2. Quote

March 7, 2023

TO WHOM IT MAY CONCERN,

This letter is provided to inform you that a **Sole Manufacturer justification** exists because the solution identified in this document, required to satisfy the Agency's needs, are only manufactured, developed or made available from Cellebrite Inc. This letter identifies Cellebrite Inc. As the sole Developer, and Manufacturer of respective items listed below in
detail:

**Universal Forensic Extraction Device (i.e. UFED) Mobile Forensics solutions including UFED Touch 2, UFED 4PC, UFED Touch 3, Physical Analyzer and UFED Reader.**

Cellebrite Inc. was established in 1999 and is based in Parsippany, NJ and Vienna, VA, and is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users in the US, Latin America, Canada and Mexico. With more than 60,000 extraction licenses deployed in 150 countries, Cellebrite' s forensic extraction products have been deployed throughout the world, and our Cellebrite Analytics Enterprise Product is an extension of these forensic extraction products. Our forensic extraction customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

The UFED is a mobile forensics unlock, extraction, decoding, and analysis tool that extracts logical, file system, and physical data from mobile devices (i.e., smartphones, cell phones, tablets, GPS units, SIM cards, memory cards, and USB devices), including live and deleted data, contacts, phone numbers, call logs, text messages, SMS messages, app data (social network and other), location data, pictures, videos, and voice messages.
UFED technology provides digital forensic lab examiners, investigators, field personnel, and first responders with the capability to collect, protect and act decisively on mobile device data with the speed and accuracy a situation demands.

Our competitive advantages include:

- **Large, Established User Community.** Since 2007, Cellebrite has deployed more than 60,000 UFEDs in 100+

  countries to support law enforcement, intelligence services, border patrols, military forces, public safety agencies and commercial organizations.
- **Industry's Broadest Device & App Support.** Cellebrite has established collaborative business relationships with original equipment manufacturers (OEMs) and wireless carriers worldwide. These global partners send us more than 100 new handsets per month - most prior to actual consumer market release. This allows Cellebrite Mobile Forensics to develop mobile forensics support for new devices prior to our competition. We retain more than 15,000 mobile phones at our company headquarters for ongoing innovation and support.
- **Forensically Sound Evidence Every Time.** Unlike competitors' "black box" third-party boot loaders, UFED uses custom-designed, read-only boot loaders, which ensure forensically sound file system and physical extractions
- **Technology and Research and Development (R&D) Leadership.** Cellebrite provides the mobile forensic industry's most comprehensive Android, Apple iOS, Blackberry, and Windows Mobile support. Cellebrite has a staff of 250+ engineers—the most of any mobile forensics solution provider. We are committed to investing in the ongoing R&D to innovate around customer and market needs.
- **Best-in Class Training Ensures a Repeatable, Reproducible Mobile Forensics Process.** Open to all user levels, from beginners to advanced, Cellebrite certification training provides hands-on experience with Cellebrite products and applications, delivering the tools and knowledge required for evidence collection data analysis, searching, and reporting.
- **Physical Extraction Using Bootloader Method with Lock Bypass.** Cellebrite supports physical extraction while bypassing passwords, passcodes, and pattern locks from more than 4,500 different device types, including Android (900+ devices from HTC, Huawei, LG, Motorola, and Samsung); Apple iOS; and Windows Phone (Nokia and Lumia).

- UFED technology includes capabilities that are exclusive to Cellebrite and not available from any other company.

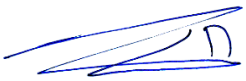
Exclusive Capabilities:

- Generic Android extraction for many android vendors such as Samsung, Motorola, LG, Google, Sony, OPPO and many others. The generic capabilities of UFED provides examiner with the ability to retrieve critical evidence in 3rd party applications.
- iOS full file-system capability for iPhones 5S – X running iOS 12.3 – 15.7.1.
- Decrypted Physical with lock bypass of more than 110 Samsung Exynos devices such as Galaxy S6 series, Galaxy S7 series, Galaxy S8 series, Galaxy S9 series, Galaxy Note 9, Galaxy Note 8 and many more A & J devices.
- Decrypting Qualcomm EDL a Lock bypassing decrypted physical extraction capability for Qualcomm Android devices. Widely supported chipsets: 8909, 8916, 8939, 8952, 8936, 8917, 8937, 8940 & 8953. Supported vendors includes Samsung, Huawei, Xiaomi, ZTE, Motorola, LG and other vendors.
- Automatically bypass locked Android devices with LockPick – lock bypass capability across a broader range of Android devices including Samsung flagship devices.
- Exclusive access to evidence from locked and encrypted low to mid-end Samsung devices with Qualcomm chipsets. The devices include: J3 (J327P, J327VL), J7 (J727V, J727P) & A9 (A9100, A9000). Chipsets include: 8917, 8937, 8953, 8976 and SDM 450.
- Capability for removing screen lock on 64 LG Android Devices. Users can now disable and remove the screen lock to gain access to critical evidence from some of the most popular and advanced LG Android OS devices including H870 G6, H820 G5, LM-X210MA, M210, MP260 and more.
- Access to hundreds locked and encrypted Android devices running the latest MediaTek (i.e. MTK) chipsets. Supported chipsets are 6757,6755,6797,6735,6750,6737,6753 & 6580.
- Exclusive Huawei Decrypting Bootloader Capability – New generic capability enables Lock-bypassing Physical and Full File System extractions for dozens of Huawei devices (including P10, Mate 10 and P9), equipped with HiSilicon Kirin chipsets from the following families: 62x, 65x, 658, 659, 92x, 93x, 95x & 96x.
- Lock Screen Removal (Disable User Lock) for 71 high/mid-tier Samsung Android devices. Supported devices include SM-G935T Galaxy S7 Edge, SM-J710FN Galaxy J7, SM-A700YD Galaxy A7 Duos and SM-A500W Galaxy A5
- Decrypted physical extraction of data from Apple iPhones 4S, 5, 5c
- Advanced Logical extraction of data from Apple devices up to the latest iPhone (11) with the latest iOS version (13.2.2)

- BlackBerry 10 file system extraction, backup acquisition & decryption
- Physical extraction for unlocked BlackBerry 7xxx/8xxx/9xxx devices (including NAND and NOR memory)
- Cellebrite's Virtual Analyzer – An industry-unique emulator to display forensically sound digital evidence from +3M Android apps.
- Physical extraction with password bypass for Nokia Lumia Windows Phone 8 devices, including the Lumia 520, 820, 822, 920, 928, and 1020
- Physical extraction while bypassing user lock for 3 Nokia 105 devices: RM-1133, RM-1134 and RM-1135
- Physical extraction while bypassing user lock and decoding support for 37 Huawei devices (Hisilicon)
- Physical extraction and decoding support for the latest TomTom devices, including the Go 1000 Point Trading and 4CQ01 Go 2505 Mm
- Provide support matrix – what is supported using username and password / application token.
- Provide traces and changes document that describe what traces the extraction process might leave.
- Supports extracting a token from the subject device in addition to the user name and password option for several of data sources including; Facebook, WhatsApp, Twitter, Gmail, Google(Location History, My Activity, Photos, Chrome, Calendar, Contacts, Drive, Bookmarks, Tasks), Mail (IMAP), Dropbox, iCloud(App, Calendar, Contacts, Drive, Photos, OneDrive, Notes, Reminder, Location), Instagram, VK, Telegram and more

Please feel free to contact Cellebrite with any questions.

Sincerely,



**Hagit Reuven**

**VP, Sales Operations**

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

To: Aaron Church, Rowan County Manager

From: Sheriff Travis Allen

Date: 6/25/23

Subject: Change Order Contract# 23043

**Department Comments:**

Change order to add new 2024 contract/funds to contract.
Technology services/maintenance

Vendor #: 14212

Contract #: 21126
Start Date: 7/1/23 End Date: 6/30/24
Auto Renew:

BA Completed: (Y/N)
Board Approved: (Y/N) _____

Date Requested: _____
Date: _____

**FY Breakout by Account:**

| Account | FY 23 | FY | FY | FY |
|---|---|---|---|---|
| 1154410-534030 | 6,100.00 | | | |
| | | | | |

**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.

Contract 23043

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite Digital intelligence for a safer world

# Quote

**Quote#** Q-286510-1
**Date:** Feb 06, 2023

**Billing Information**
Rowan County Sheriff's Office
232 N. Main Street
Salisbury, North Carolina 28144
United States
**Contact:** Travis Zimmerman
**Phone:** 704-206-8719

**Delivery Information**
Rowan County
130 West Innes St
Salisbury, NC 28144
United States
**Contact:** Travis Zimmerman
**Phone:** 704-206-8719

**End Customer:** Rowan County Sheriff's Office

| Customer ID | Good Through | Payment Terms | Currency | Sales Rep |
|---|---|---|---|---|
| SF-00038670 | Jul 07, 2023 | Net 30 | USD | John Robling |

| Product Code | Product Name | Qty | Start Date | End Date | Serial Number | Net Price/Unit | Net Price |
|---|---|---|---|---|---|---|---|
| B-UFD-10-001 | UFED 4PC Ultimate Subscription | 2 | Jul 01, 2023 | Jun 30, 2024 | 1115736039, 229375024 | 6,100.00 | ~~12,200.00~~ |

Spanish

| | |
|---|---|
| SubTotal | USD 12,200.00 |
| Shipping & Handling | USD 0.00 |
| Sales Tax | USD 854.00 |
| Total | USD 13,054.00 |

Comments:

Terms and Conditions:
- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by http://legal.cellebrite.com/us/index.html
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by https://legal.cellebrite.com/CB-us-us/index.html
- Premium: The following terms apply only to the following products: Cellebrite Premium http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfind
er: https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: Subject to the terms and conditions at http://legal.cellebrite.com/intl/Training.htm
- SaaS: https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

**Signature & Stamp:** _____ **Effective Date:**

**Name (Print):** _____ **Title:** _____

Please sign and email to Paola Francisco at paola.francisco@cellebrite.com

**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:** 8/7/2023
**SUBJECT:** Schedule Legislative Hearing for Z 04-23 and Quasi-judidical Hearing for SUP 02-23 for Bowtie Properties LLC for August 21, 2023

---

Bowtie Properties LLC (hereinafter – Bowtie) is requesting the rezoning of an approximate 4.02 acre portion of their 6.25 acre tract identified as Parcel ID 401-019 located at 350 Porter Road from Rural Residential (RR) to 85-ED-2.

Bowtie is also requesting a Special Use Permit (SUP) to amend the Planned Unit Development (PUD) for Speedway Business Park by adding the 4.02 rezoned acreage to the park and recombining with four (4) existing parcels as noted on the enclosed proposed plat. The plat identifies proposed reconfigured lot lines which, if approved, would be recorded as an amendment to the current Speedway Business Park plat for these four (4) lots and subject to the amended protective covenants for the park recorded as Book 1425 Page 531 on June 27, 2023 (enclosed).

This would be considered an amendment to the previously approved Conditional Use Permit 07-04 approved by the board on May 3, 2004 to establish the PUD consistent with section 21-34(c)(5) of the Zoning Ordinance.

Schedule hearing for August 21, 2023

**ATTACHMENTS:**
1. Staff Report
2. GIS Map
3. Rezoning Application
4. Site History and Evaluation Criteria
5. Proposed Revised Plat
6. Landscape Buffer
7. Speedway Business Park Amended Covenants recorded DB 1425 Page 531
8. SUP Application

DEPARTMENT OF PLANNING & DEVELOPMENT
JULY 26, 2023
STAFF CONTACT: SHANE STEWART

# REZONING (Z 04-23) & SPECIAL USE PERMIT (SUP 02-23): BOWTIE PROPERTIES LLC

**Requests:** Rezone Apx. 4.02 acre portion of tract from RR to 85-ED-2 & SUP to amend Speedway Business Park PUD

**Parcel ID:** Part of 401-019

**Location:** 350 Porter Rd.

**Lot size:** Apx. 6.25 acres

**Owner / Applicant:** Bowtie Properties LLC

**Watershed:** N/A

**PH II Stormwater:** Yes

**Floodplain:** N/A

**REQUESTS**

Bowtie Properties LLC (hereinafter – Bowtie) is requesting the rezoning of an approximate 4.02 acre portion of their 6.25 acre tract identified as Parcel ID 401-019 located at 350 Porter Road from Rural Residential (RR) to 85-ED-2.

Bowtie is also requesting a Special Use Permit (SUP) to amend the Planned Unit Development (PUD) for Speedway Business Park by adding the 4.02 rezoned acreage to the park and recombining with four (4) existing parcels distributed as follows:

| Parcel ID | Lot # | Owner | Acreage |
|---|---|---|---|
| 401A-023 | 5 | Bowtie | 1.144 |
| 401A-024 | 6 | LGC Holdings | 1.434 |
| 401A-025 | 7 | Bowtie | 0.877 |
| 401A-026 | 8 | Bowtie | 0.565 |

The enclosed plat identifies proposed reconfigured lot lines which, if approved, would be recorded as an amendment to the current Speedway Business Park plat for these four (4) lots and subject to the amended protective covenants for the park recorded as Book 1425 Page 531 on June 27, 2023 (enclosed).
This would be considered an amendment to the previously approved Conditional Use Permit 07-04 approved by the board on May 3, 2004 to establish the PUD consistent with section 21-34(c)(5) of the Zoning Ordinance.

**Note: The board must first consider the rezoning request and, if approved, would consider the SUP in a subsequent decision. Background information is provided for context supporting the need for each request. The board's decision on the rezoning portion may not consider or reference a specific development proposal or use.**

**BACKGROUND INFO**

After purchasing the subject property on February 4, 2020, Bowtie was issued for a zoning permit to construct a 3,000 sf "residential storage facility" – generally defined as a structure used to store personal property associated with one's off-site residence – addressed as 350 Porter Road. In the spring of 2022, planning staff became

aware that instead of accessing Porter Road, a driveway was constructed through an adjacent lot owned by Bowtie identified as Parcel ID 401A-023 located at 1191 Speedway Blvd. (Lot 5 in Speedway Business Park). In addition to the driveway encroachment, staff noticed a section of concrete, a mechanical unit, and a small amount of miscellaneous storage present in the required 40-foot buffer for the park.

In the spring of 2022, planning staff also became aware of an unpermitted 6,000 sf building expansion and small buffer encroachment and storage area on the adjacent Lot 6 identified as Parcel ID 401A-024 located at 1217 Speedway Blvd. owned by LGC Holdings LLC.

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

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

**CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT**

**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 landowner with an opportunity to engage in limited business or commercial activities. Multifamily uses are not allowed.

**85-ED-2**. In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

The rezoning area shares approximately 1,056 feet along the northern boundary of Speedway Business Park, which is part of an existing 92.35 acre Economic Development zoned area approved by the Board of Commissioners in 2003.

## CONFORMITY WITH ADOPTED PLANS / POLICIES

East Area Land Use Plan

- Located in Commercial / Industrial area of the future land use map.

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

## COMPATIBILITY OF USES

| MAJOR GROUP | INDUSTRY GROUP | RR | 85-ED-2 |
|---|---|---|---|
| **Residential** | | Most Permitted | Not 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 | Few Permitted |
| **Wholesale Trade** | | Most Permitted with SR | Most Permitted |
| **Retail Trade** | | Most Permitted with SR | Few Permitted up to 10% of AC |
| **Finance, Ins., & Real Est.** | | Most Permitted with SR | Few Permitted up to 10% of AC |
| **Services** | | Some Permitted with SR | Few Permitted up to 10% of AC |
| | Misc. Amusement & Rec. | Not Permitted | Not 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

- Six (6) RR zoned parcels containing three (3) residences.

- I-85
- Future development of Rowan RV (RV sales and service center) on parcel 401-108 located at 595 E. Ritche Rd, which is part of a 411 acre Commercial, Business, Industrial (CBI) zoned area.

South
- Speedway Business Park – 61 acre 12 lot business park established in 2005.

East
- Stafford Estates – 93 lot residential subdivision established in 1993.
- Koontz Elementary School located at 685 E. Ritchie Rd.

West
- Porter Road, I-85, and City of Salisbury zoning west of I-85.
- Two (2) CBI zoned parcels containing residences located at 300 and 306 Porter Rd.

**POTENTIAL IMPACT ON ROADS**

**Porter Rd. (SR 2582) –**

- Dead-end, partially state-maintained interstate service road currently providing access to the Speedway Business Park, Friendship Baptist Church, and five (5) residences.

**Speedway Blvd. (SR 2769) –**

- State-maintained local road currently providing access to twelve (12) lots within the park.

Based on the access requirement discussed above, future development within this proposed rezoning area would come through Speedway Blvd.

**POTENTIAL IMPACT ON SCHOOLS** N/A.

**POTENTIAL IMPACT ON UTILITIES** Lots within the park are served with public water and sewer from Salisbury-Rowan Utilities.

**Stormwater –** 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.

**ENVIRONMENTAL** Per the existing recorded plat for the park, a significant area of wetlands exist on lots 6 and 8, which may extend within the subject area. Future development within these areas may require subsequent wetland investigation.

**85-ED STANDARDS: SEC. 21-34** Development within an ED zoned are subject to the following requirements through the PUD process or as allowed for a stand-along development:

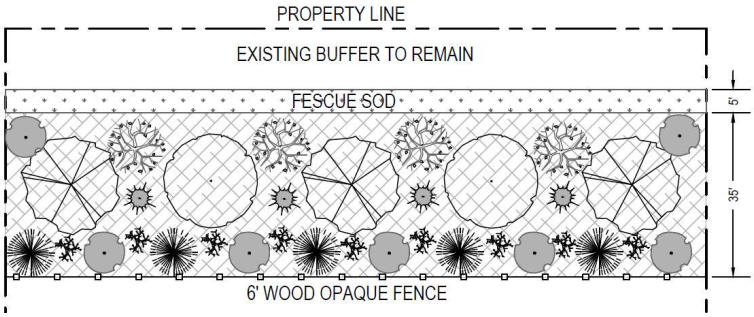
- Permitted use, special use, and ancillary use list in sections 21-34(c) (1) through (4). **Future development is subject to this standard and covenant requirements.**
- Subdivisions of land approved as a PUD through a Special Use Permit. **Although not a "division" of land creating a new tract, the recombined parcels are an amendment to the original PUD approval.**
- Forty (40) foot perimeter buffer. **Provided. See enclosed map.**
- Eighty (80) percent maximum lot coverage. **Added acreage increases opportunity for expansion on the adjacent properties.**
- Minimum lot size of five (5) acres for a single development and twenty (20) acres for a PUD, which vary based on 85-ED districts 1-4. **Speedway Business Park PUD will increase from 61 acres to 65.**
- Access to thoroughfare or interstate service road with one hundred (100) feet of frontage. **Portions of land will be reconfigured with parcels accessible to Speedway Blvd., which connect to Porter Road – an existing interstate service road.**
- Loading, maintenance, and outdoor storage located on side or rear of the building. **Future development is subject to this standard and covenant requirements.**
- Lighting along intersections, walkways, and parking lots. **N/A.**
- Similar building design throughout but not identical. **Future development is subject to this standard and covenant requirements.**
- Organized design of buildings, service areas, parking convenient and safe for pedestrians, employees, and visitors. **Future development is subject to this standard and covenant requirements.**
- Street trees and landscape entranceways / medians. **N/A. No new development streets proposed.**

**EVALUATION CRITERIA: SEC. 21-59** In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see enclosed applicant responses):

(1) Adequate transportation access to the site exists. Speedway Blvd. is an existing state maintained asphalt road providing access to twelve (12) existing parcels and uses in the park.

(2) The use will not significantly detract from the character of the surrounding area. Future improvements on the subject property are subject to 85-ED standards; covenant restrictions; and configured plat with an extension of the existing 150 foot buffer along

the eastern boundary and proposed plantings and fence to supplement along the western and northern edge of the revised Lot 5 (see enclosed buffer plan detail). Consistent with the current conditions of approval set by CUP 07-04, Type B screening requirements within the forty (40) foot buffer would provided where existing vegetation fails to screen view from adjacent properties.




(3) Hazardous safety conditions will not result. Since this request is modify the development limits of the park, staff does not anticipate any safety concerns.

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

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

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

**DECISION MAKING: REZONING** In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board 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. Planning Staff will provide the Planning Board recommended statements at the August meeting.

**STAFF COMMENTS** Lot dimension for the subject parcel containing a depth of 1,691 feet (1/3 mile) and an average width of 181 feet create limitation for a stand-alone development of the six (6) acre parcel. The over 1,000 foot common boarder shared with the Speedway Business Park provide an opportunity to expand the park through a PUD revision.

# Z 04-23: Bowtie Properties LLC

ROWAN COUNTY
NORTH CAROLINA
Be an original.

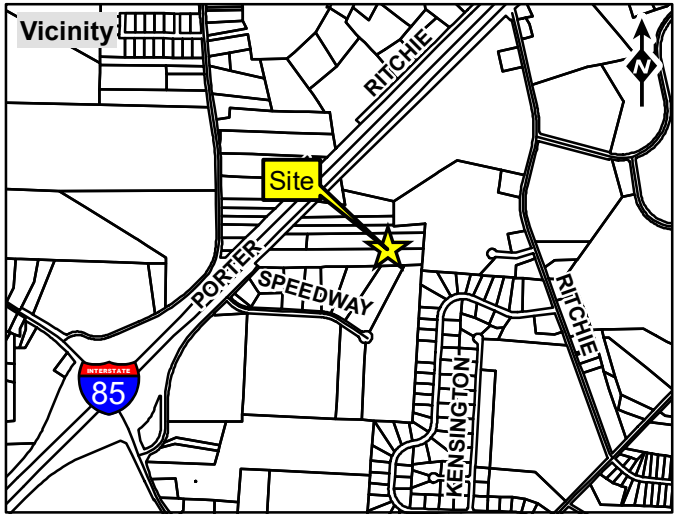
## Legend

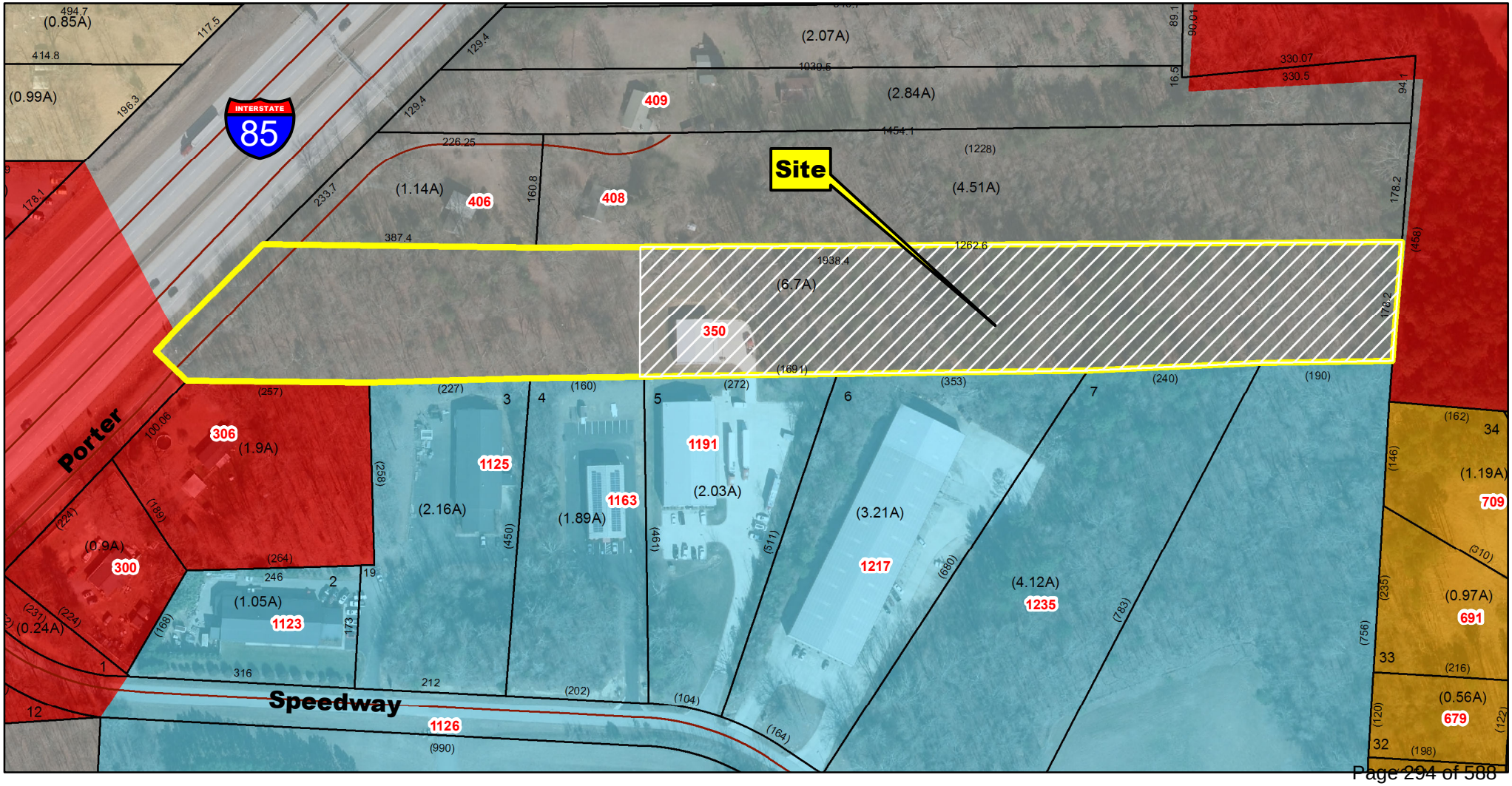
**Zoning**
- RS
- RR
- CBI
- 85-ED-2

- Rezoning Area
- Parcel ID 401-019
- Parcels
- Roads
- Salisbury ETJ
- 350 Address
- Feb / Mar 22 Aerials

0 100 200 Feet

Prepared by: Rowan County Planning & Development, 7/7/23



**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 04-23
Date Filed 6/15/23
Received By SAS
Amount Paid $500
**Office Use Only**

# REZONING APPLICATION

## OWNERSHIP INFORMATION:

Name: Bowtie Properties, LLC
Signature:
Phone: 336-215-3941 Email: bill.arndt@maksoninc.com
Address: PO Box 4197 Salisbury, NC 28145

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

Name: Bill Arndt
Signature:
Phone: 336-215-3941 Email: bill.arndt@maksoninc.com
Address: PO Box 4197 Salisbury, NC 28145

## PROPERTY DETAILS:

Tax Parcel(s): 401-019 Size (sq.ft. or acres): 5.56
Property Location: 350 Porter Rd
Current Land Use: Residential / Storage
Date Acquired: 2013 Deed Reference: Book 1342 Page 832

## REQUEST DETAILS:

Existing Zoning District Residential / S Requested Zoning District Commercial 8S-ED-2

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

Bowtie Properties, LLC would like to add additional buffers for surrounding homes as the property is unable to be developed in an economic way. That said we are requesting to add common are to the Speedway Business Park COA

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

Signature(s): _____

Date: 6-15-23

Name of Applicant / Agent: Bill Arndt

Address: PO Box 4197 Salisbury, NC 28148

Phone Number: 704-636-5505

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

---

**STATE OF** North Carolina **COUNTY OF** Rowan

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

My commission expires June 8, 2026.

SEAL

ANNETTE MUELLER NOTARY PUBLIC ROWAN COUNTY, NC

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**OFFICIAL USE ONLY**

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 7 / 24 / 23 3. Notifications Mailed: 7 / 7 / 23 4. Property Posted: 7 / 7 / 23 5. Planning Board Action: Approved 5 Denied 0 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

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# EVALUATION CRITERIA

MAKSON INCORPORATED

# Site History

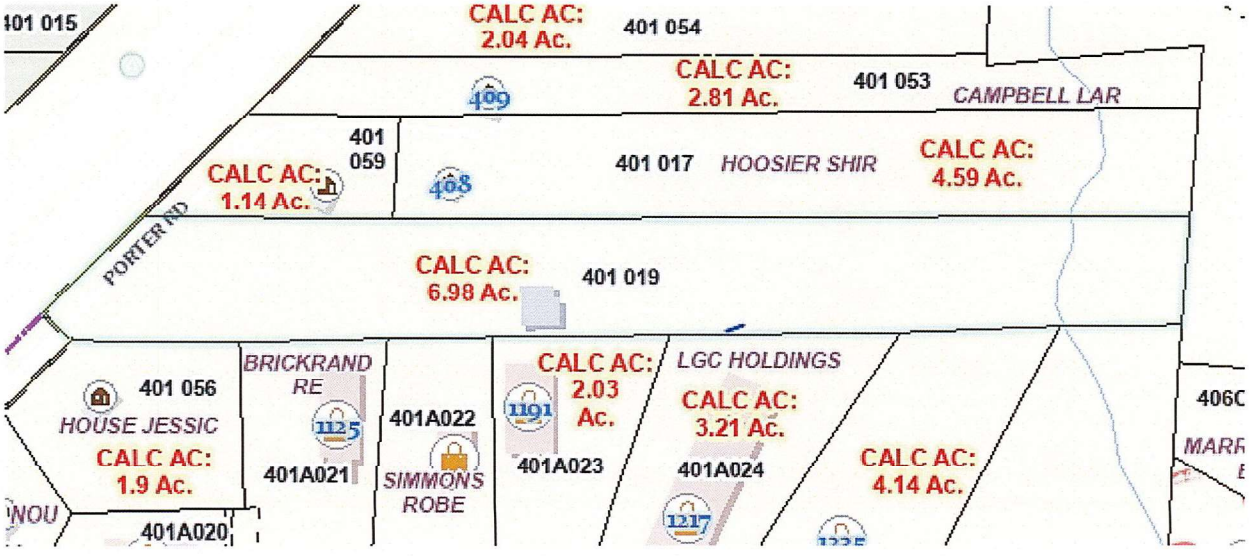
Parcel ID 401-019 which is 350 Porter Rd in Salisbury, NC was purchased by Bowtie Properties, LLC in 2013. It was initially zoned as Residential/ Storage, which has been used the zoned use to this date. Initially we looked at building homes but found it to be mostly undevelopable on the eastern side of the property. See photo below.

We have since discovered a more common-sense approach regarding the properties highest and best use. We would request expanding the properties we currently own on Speedway Blvd into the Bowtie Properties Parcel 401-019. This would add property to Speedway Business Park. By doing this we will create a larger permanent buffer to the Residential properties to the North and East. Further, we have the Declaration and Protective Covenants Amended by a legal firm from Winston Salem. In this packet you will find a copy of said Covenants as well as a proposed Plat. Upon approval we will deed a portion of our property to LGC Holdings which is a neighboring property to Bowtie Properties.

We have documentation from all Parcel owners on Speedway Blvd with exception of the Rowan County Parcel 401-001.

We are also sensitive to the surrounding neighboring property values and feel it would be an enhancement. The additional buffer added to the Speedway Business Park will not be developed thus maintaining a permanent buffer. We feel this change would add value to the surrounding properties due to the permanent nature of the additional property.

**Property 401-019**



MAKSON INCORPORATED

(1) Adequate transportation access to the site exists.

a. Traffic will continue to enter the property from Speedway Blvd. Therefore, we see no issues with site access regarding the proposed modifications.

(2) The use will not significantly detract from the character of the surrounding area.

a. We feel it will only enhance the natural look of the surrounding areas as the added property to Speedway Blvd is undevelopable.

(3) Hazardous safety conditions will not result.

a. There will be no hazardous safety conditions in the area.

(4) The use will not generate significant noise, odor, glare, or dust.

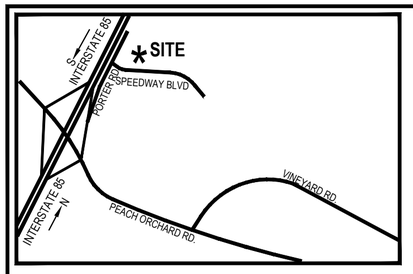
a. There will be no significant noise, odor, glare, or dust other than how Speedway Blvd is currently operating.

(5) Excessive traffic or parking problems will not result.

a. Traffic and parking will stay as Speedway Blvd is currently used per the zoning and use.

(6) The use will not create significant visual impacts for adjoining properties or passersby.

a. With the buffer requirements shown in the attached, the visual appearance will be enhanced at the rear property line.




VICINITY MAP
(NOT TO SCALE)

**REVIEW OFFICER CERTIFICATION**

I, _____, REVIEW OFFICER OF ROWAN COUNTY. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____ _____
REVIEW OFFICER DATE

**CERTIFICATE OF OWNERSHIP:**

I HEREBY CERTIFY THAT I AM THE OWNER/AGENT OF THE PROPERTY (LOTS 5, 7 & 8 AND THE LANDS NORTH OF THESES LOTS), SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF ROWAN COUNTY, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

_____ _____
AGENT/OWNER - BOWTIE PROPERIES, LLC DATE

**CERTIFICATE OF OWNERSHIP:**

I HEREBY CERTIFY THAT I AM THE OWNER/AGENT OF THE PROPERTY ( LOT 6 AND A 1.434 ACRE LOT SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF ROWAN COUNTY, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

_____ _____
AGENT/OWNER - LGC HOLDINGS, LLC DATE

**CERTIFICATE OF SUDIVISION :**

THIS PLAT HAS BEEN APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE ROWAN COUNTY SUBDIVISION ORDINANCE.

_____ _____
SUBDIVISION ADMINISTRATOR DATE
ROWAN COUNTY, NORTH CAROLINA

INTERSTATE HIGHWAY No. 85
PORTER ROAD (S.R. 2769)
VARIABLE PUBLIC R/W
NAD'83 - NSRS 2011
EDGE OF PAVEMENT
RIGHT-OF-WAY LINE
PRIVATE DRIVE
SPEEDWAY BLVD. (S.R. 2769) 60' PUBLIC R/W

SHIRLEY P. HOOSIER
D.B. 0633, PG. 333
PARCEL ID: 401 059

SHIRLEY P. HOOSIER
D.B.1055, PG. 872
PARCEL ID: 401 017

SHIRLEY P. HOOSIER
D.B.1055, PG. 872
PARCEL ID: 401 017

¾" REBAR FOUND (BENT)
N45° 03' 40"E - 165.81'
N88° 23' 42"E - 386.92'
¾" PIPE FOUND AT ⅝" REBAR FOUND N.C. GRID NAD-83 (2011) N = 685,102.42' E = 1,553,730.78'
¾" REBAR SET
146.86'
335.92'
¾" REBAR SET
N88° 55' 04"E - 1218.12' TOTAL
407.01'
¾" REBAR SET
219.80'
¾" REBAR SET
108.53'
AXLE FOUND AT TWO ⅝" REBARS N.C. GRID NAD-83 (2011) AT AXLE N = 685,125.42' E = 1,554,948.69'

NCDOT ALUM. CAPPED ⅝" REBAR
N44° 51' 24"W 51.92'
N88° 23' 58"E - 245.95'
N45° 35' 01"E 13.03'
⅝" REBAR FOUND N.C. GRID-NAD 83 (2011) N = 684,928.53' E = 1,553,253.96'
N88° 24' 15"E - 227.02'
AXLE FOUND
N89° 16' 07"E 6.74'
N89° 16' 07"E - 153.47'
⅝" REBAR FOUND
¾" REBAR SET
4"x4" CONCRETE MONUMENT FOUND

**6.250 TOTAL**
**LESS 4.02 AC. IN LOT DIVISIONS**
**2.230 ACRES NET**
BOWTIE PROPERTIES, LLC
D.B. 1342, PG. 832
PARCEL ID: 401 019

40' BUFFER/SETBACK LINE
**1.144 ACRES out of D.B. 1342, PG. 832 and COMBINED WITH LOT 5**
NEW LINE
N0° 55' 08"W - 161.53'
40' BUFFER/SETBACK LINE
EXISTING BUILDING
⅝" REBAR FOUND
N89° 15' 25"E - 271.25'
OLD LINE TO BE ABANDONED

40'
40' BUFFER/SETBACK LINE
**1.434 ACRES out of D.B. 1342, PG. 832 and COMBINED WITH LOT 6**
N18° 36' 45"E - 173.31'
NEW LINE
21.2'
20' UTILITY EASEMENT DEDICATED BY THIS PLAT
N89° 15' 25"E - 352.42'
OLD LINE TO BE ABANDONED
⅝" REBAR FOUND

40'
40' BUFFER/SETBACK LINE
**0.877 ACRES out of D.B. 1342, PG. 832 and COMBINED WITH LOT 7**
N33° 16' 52"E - 200.20'
NEW LINE
24.13'
N89° 15' 25"E - 239.69'
OLD LINE TO BE ABANDONED

40' BUFFER/SETBACK LINE
**0.565 ACRES out of D.B. 1342, PG. 832 and COMBINED WITH LOT 8**
NEW LINE
N28° 08' 31"E - 190.92'
N89° 06' 45"E - 185.89'
OLD LINE TO BE ABANDONED
4"x4" CONCRETE MONUMENT FOUND

ROWAN-SALISBURY BOARD OF EDUCATION
D.B.1039, PG. 936
PLAT BOOK 9995, PAGE 2739
PARCEL ID: 401 116
S4° 17' 45"W - 166.05'
STONE FOUND AT ⅝" REBAR N.C. GRID-NAD 83 (2011) STONE N = 684,957.84' E = 1,554,936.10'
S4° 53' 30"W 58.43'
STONE FOUND AT 1" REBAR

**LOT 3**
BRICKRAND REAL ESTATE, LLC
D.B. 1265, PG. 926
PLAT BOOK 9995, PG. 2728
PLAT BOOK 9995, PG. 5310
PARCEL ID: 401A021

**LOT 4**
ROBERT & MARY LOU SIMMONS
D.B. 1102, PG. 474
PLAT BOOK 9995, PG. 2728
PLAT BOOK 9995, PG. 5310
PARCEL ID: 401A022

N0° 47' 42"W - 461.22'
EXISTING BUILDING
CONCRETE
CONCRETE
**LOT 5 - 2.032 AC. + 1.144 AC. = 3.176 AC.**
BOWTIE PROPERTIES, LLC
D.B. 1273, PG. 151
PLAT BOOK 9995, PAGE 5310
PLAT BOOK 9995, PAGE 2728
PARCEL ID: 401A023

N18° 36' 45"E - 510.67'
EXISTING BUILDING
**LOT 6 -3.204 AC. + 1.434 AC. = 4.638 AC. TOTAL**
LGC HOLDINGS, LLC
D.B. 1248, PG. 288
PLAT BOOK 9995, PAGE 5310
PLAT BOOK 9995, PAGE 2728
PARCEL ID: 401A025

N33° 16' 52"E - 619.37'
**LOT 7 - 4.060 AC. + 0.877 AC. = 4.937 AC. TOTAL**
BOWTIE PROPERTIES, LLC
D.B. 796, PG. 645
PLAT BOOK 9995, PAGE 5310
PLAT BOOK 9995, PAGE 2728
PARCEL ID: 401A025

150' BUFFER/SETBACK LINE
**LOT 34**
EVELIN K. MARROQUINN
D.B.1379, PG. 158
PLAT BOOK 9995, PAGE 3001
PARCEL ID: 401 116
S3° 24' 06"W - 145.66'
¾" REBAR FOUND
150' BUFFER
S3° 24' 26"W - 235.02'
**LOT 33**
LUIS DE JESUS & JUANA H. SANTANA
D.B.1378, PG. 654
PLAT BOOK 9995, PAGE 3001
PARCEL ID: 401C115

TONY NOU VUE & LEE L. LY
D.B. 741 PG. 024
PARCEL ID: 401 100

JESSICA HOUSE
D.B. 1348 PG. 315
PARCEL ID: 401 056

**LOT 2**
BRICKRAND REAL ESTATE, LLC
D.B. 1228, PG. 210
PLAT BOOK 9995, PG. 2728
PLAT BOOK 9995, PG. 5310
PARCEL ID: 401A020

¾" REBAR SET
¾" REBAR FOUND
MAG NAIL w/SURVEY MARKER FOUND
GRAVEL DRIVE
N28° 08' 31"E - 761.63'
**LOT 8 - 6.178 AC. + 0.565 AC. = 6.743 AC. TOTAL**
BOWTIE PROPERTIES, LLC
D.B. 1265, PG. 285
PLAT BOOK 9995, PAGE 5310
PARCEL ID: 401A031
¾" REBAR FOUND
**LOT 32**
ROWAN COUNTY
D.B. 968, PG. 530
PLAT BOOK 9995, PAGE 3001
PARCEL ID: 401C114
S3° 21' 01"W - 119.90'
¾" REBAR FOUND
**LOT 31**
ROWAN COUNTY
D.B. 968, PG. 530
PLAT BOOK 9995, PAGE 3001
PARCEL ID: 401C114
S3° 19' 59"W - 196.30'
¾" REBAR FOUND
**LOT 30**
JOEL A. & VERONICA C. FLORES
D.B. 1105, PG. 437
PLAT BOOK 9995, PAGE 3001
PARCEL ID: 401D120
TIE LINE S3° 53' 24"W 33.72'
¾" REBAR FOUND

EDGE OF PAVEMENT
C1
C2
67.10'
TIE LINE N33° 21' 17"E 59.97'
⅝" REBAR FOUND
N56° 28' 47"W
⅝" REBAR FOUND
TIE LINE N56° 50' 39"W 51.53'
⅝" REBAR FOUND
EDGE OF PAVEMENT
S56° 48' 44"E - 201.58'
N56° 41' 14"W - 217.21' TIE LINE
¾" REBAR SET
C3
C4
C5
C6
C7
CONCRETE
CONCRETE
EXISTING BUILDING
⅝" REBAR FOUND
¾" REBAR SET
S89° 34' 29"E - 473.47'

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 103.96 | 380.00 | 15.68 | N79° 17' 14"W | 103.64 |
| C2 | 97.07 | 380.00 | 14.64 | N63° 58' 16"W | 96.81 |
| C3 | 26.62 | 30.00 | 50.85 | S81° 56' 41"E | 25.76 |
| C4 | 51.61 | 65.09 | 45.43 | N84° 51' 34"W | 50.27 |
| C5 | 71.09 | 65.17 | 62.50 | N30° 50' 32"W | 67.61 |
| C6 | 105.39 | 65.09 | 92.76 | N46° 48' 27"E | 94.25 |
| C7 | 91.95 | 65.26 | 80.73 | S46° 14' 50"E | 84.53 |
| C8 | 26.59 | 30.00 | 50.78 | N31° 13' 18"W | 25.73 |

NOTES:

1. TOTAL AREA THIS MAP = 21.724 ACRES
2. THIS SURVEY IS OF AN EXISTING PARCELS OF LAND
3. SUBJECT PROPERTY ADDRESS: SPEEDWAY ROAD, SALISBURY, NC
4. BOUNDARY INFORMATION OBTAINED FROM DEEDS AND PLATS OF RECORD & A FIELD RUN OPUS SURVEY.
5. BEARING BASIS. NCSPCS, NAD '83 - NSRS 2011, US SURVEY FOOT. GPS SURVEY - BY OPUS OBSERVATION.
6. AREAS COMPUTED BY COORDINATE GEOMETRY.
7. ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED.
8. SITE SERVED BY PRIVATE WATER AND SEPTIC.
9. ADJOINING LAND OWNERS WERE IDENTIFIED USING THE CURRENT ONLINE ROWAN COUNTY GIS TAX MAPS.
10. ACCORDING TO THE ONLINE FLOOD RISK INFORMATION SYSTEM (FRIS) FLOOD HAZARD BOUNDARY MAP No. 3710565800J, COMMUNITY NUMBER 370351, PANEL NUMBER 5658, EFFECTIVE DATE: 06/16/2009, THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (MINIMAL FLOOD RISK), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
11. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REPORT. THIS PLAT REFLECTS INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK, AND MAY NOT SHOW EVERY POSSIBLE CONDITION AFFECTING THIS PROPERTY.
12. PER ROWAN COUNTY, GIS ZONING MAP, THIS PROPERTY LIES WITHIN THE ROWAN COUNTY ZONING DISTRICT, AND AS SHOWN THIS PROPERTY IS ZONED "85-ED-2" WITH THE FOLLOWING SETBACKS: FRONT=75'; SIDE YARD=15' AND REAR YARD =25';
13. NO BURIAL GROUNDS OR CEMETERIES FOUND ON THIS SITE.
14. THIS SITE HAS ACCESS ALONG SPEEDWAY BLVD.
15. THIS PROPERTY IS NOT IN A WATER SUPPLY WATERSHED.

NORTH CAROLINA
ROWAN COUNTY

I, DANNY A. LONG, CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME (DEED DESCRIPTION RECORDED IN BOOK: 1342, PAGE 832 AND PLAT BOOK 9995, PAGE 5310); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK/PAGE'S AS SHOWN, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; BEFORE ADJUSTMENT, (Class "A") AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30th DAY OF MARCH, 2023.

THIS SURVEY CREATES A DIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, DANNY A LONG FURTHER, CERTIFY THIS TIE TO GRID AS SHOWN WAS DETERMINED FROM AN ACTUAL GPS (OR GNSS) SURVEY MADE BY ME AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THIS SURVEY.

CLASS OF SURVEY: A
POSITIONAL ACCURACY: HORZ: 0.0027m/0.010 FT. - VERT: 0.0031m/0.010 FT.
TYPE OF GPS (OR GNSS) FIELD PROCEDURES:STATIC/OPUS
DATE OF GPS SURVEY: 03/15/2023
DATUM/EPOCH: NAD '83(2011)
PUBLISHED/FIXED CONTROL: N/A
GEOID MODEL: GEOID 18
COMBINED GRID FACTOR: 0.99986036
UNITS: US SURVEY FOOT
EQUIPMENT USED: 2 SPECTRA SP85 BASE/ROVER

NORTH CAROLINA PROFESSIONAL SEAL L-4874 LAND SURVEYOR DANNY A. LONG

_____ _____
DANNY A. LONG, PLS L-4874 DATE

PRELIMINARY
COMMENT AND REVIEW

**THE PURPOSE OF THIS PLAT IS TO DIVIDE OUT THE LANDS OF BOWTIE PROPERTIES, LLC (D.B. 1342, PG. 832), AND COMBINE THEM WITH LOTS 5, 6, 7, & 8 - PLAT BOOK 9995, PAGE 5310, AS SHOWN**

***LEGEND***

| | |
|---|---|
| EXISTING MON (NOTED) | BOUNDARY LINE |
| SET IRON MON (NOTED) | DEED LINE |
| CALCULATED POINT | RIGHT OF WAY |
| TRAVERSE STATION | EASEMENT |
| SPIKE | OVERHEAD ELEC |
| CONCRETE MONUMENT | UNDERGRD ELEC |
| PK NAIL | WATER LINE |
| STONE | SEWER LINE |
| R/W MONUMENT | GAS LINE |
| WATER METER | STORM LINE |
| SEWER CLEANOUT | DITCH CENTERLINE |
| SEWER MANHOLE | NCDOT R/W FENCE |
| STORM MANHOLE | |
| FIRE HYDRANT | |
| UTILITY POLE | |
| SINGLE POLE SIGN | |
| DOWN GUY | |
| WATER VALVE | |

MINOR DIVISION and RECOMBINATIONPLAT OF
**LOTS 5 thru 8 - SPEEDWAY BUSINESS PARK - P.B. 9995, PG. 5310 AND THE LANDS OF BOWTIE PROPERTIES, LLC - D.B. 1342, PG. 832**
FOR
**BOWTIE PROPERTIES, LLC**
DATE OF MAP: MARCH 30, 2023
LITAKER TOWNSHIP
ROWAN COUNTY, N.C.
PROJECT #5430052022
DATE OF SURVEY: MARCH 15, 2023
DRAWN BY: DAL
FIELD CREW:TO

**BLUE RIDGE GEOMATICS, PA**
SURVEYING | GIS | MAPPING
NCBELS SURVEYING FIRM #C-3576
1520 MEADOWVIEW DRIVE
WILKESBORO, NC 28697
PHONE: 336-844-4088
http://bregeo.biz
DANNY A. LONG, PLS
1520 MEADOWVIEW DR.
WILKESBORO, NC 28697
PHONE: 828-773-8814
danny@brec.biz

GRAPHIC SCALE
100 0 50 100 200
1 INCH = 100'

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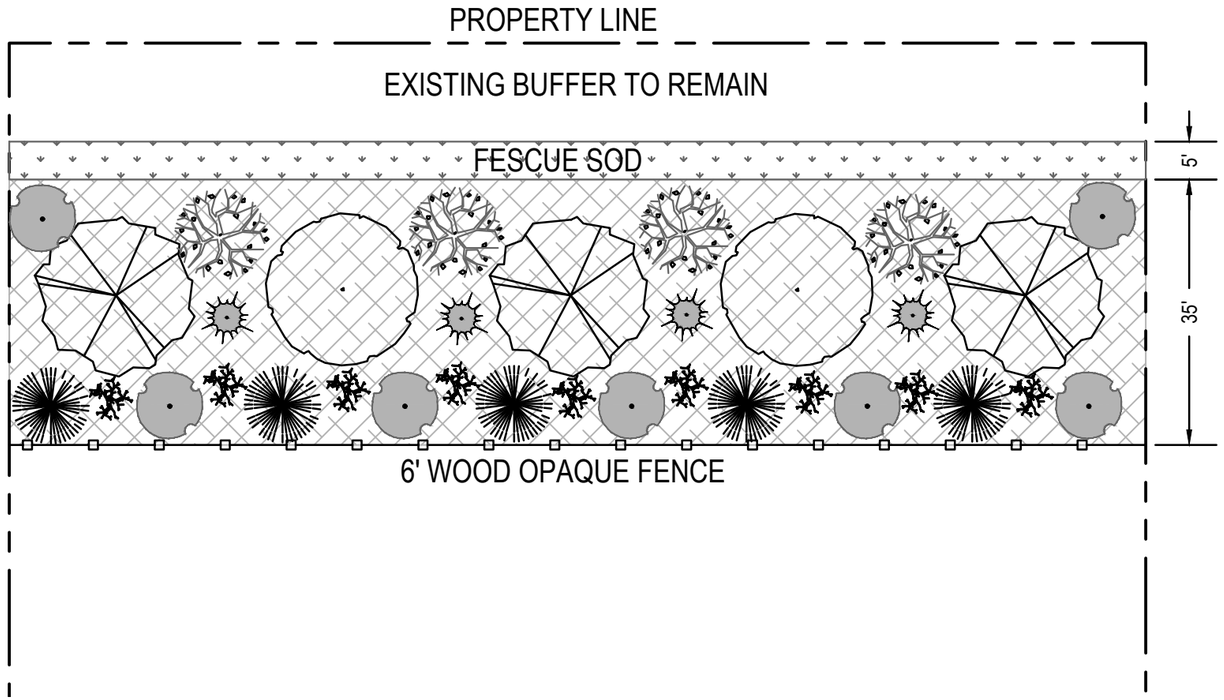
# TYPE B BUFFER




| LANDSCAPE PLANTING LEGEND | | | | | | |
|---|---|---|---|---|---|---|
| SYMBOL | LABEL | QTY. | SCIENTIFIC NAME | COMMON NAME | SIZE AT PLANTING | SPACING |
| | HY | 4 | Hydrangea paniculata | 'LIMELIGHT' PANICLE HYDRANGEA | 18" HEIGHT | 15' |
| | VB | 9 | VIRBURNUM | VIRBURNUM | 18" HEIGHT | 15' |
| | GGA | 5 | Thuja standishii x plicata 'Green Giant' | GREEN GIANT ARBORVITAE | 4'-6' HEIGHT | 30' |
| | NSH | 7 | Ilex X 'Nellie R. Stevens' | NELLIE STEVEN HOLLY | 4'-6' HEIGHT | 30' |
| | CM | 4 | Lagerstroemia | CREPE MYRTLE | 4'-6' HEIGHT | 30' |
| | RM | 2 | Acer rubrum | RED MAPLE | 4'-6' HEIGHT | 60' |
| | RB | 3 | Quercus phellos | WILLOW OAK | 4'-6' HEIGHT | 60' |
| DAYLILIES AND FESCUE TURF TO BE PLANTED THROUGHOUT BUFFER | | | | | | |

LANDSCAPE NOTES:
1. LARGE MATURING TREES TO HAVE A 1.5" CALIPER OR MORE AS MEASURE 6" ABOVE PLANTING LEVEL.
2. PLANTING AREA TO HAVE 6" OF DOUBLE GROUND HARDWOOD MULCH.


BREC
brec.biz
ENGINEERING | PLANNING | ENVIRONMENTAL
1520 MEADOWVIEW DRIVE
WILKESBORO, NC 28697
336.844.4088 http://brec.biz


DO NOT SCALE - PLANS MUST BE RECEIVED AS A COMPLETE SET

REVISIONS:

DATE:

SPEEDWAY BLVD.
SALISBURY, NC

BUFFER EXHIBIT

PREPARED FOR:
MAKSON INCORPORATED

SHEET SIZE: 11" X 17"
PROJECT NUMBER:
DRAWN BY: J.EDWARDS
APPROVED BY: J.CHURCH
SCALE: NTS (H) (V)
SHEET: EX - 1

THESE PLANS MEET APPLICABLE NRCS STANDARDS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGEMENT, AND BELIEF.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Doc ID: 015321510011 Type: CRP
Recorded: 06/27/2023 at 01:12:46 PM
Fee Amt: $0.00 Page 1 of 11
Revenue Tax: $0.00
Rowan, NC
J. E. Brindle Register of Deeds
BK 1425 PG 531

11/RZ SUE

# AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS

## SPEEDWAY BUSINESS PARK

## SALISBURY, NORTH CAROLINA

This amended and restated declaration of covenants, conditions and restrictions (the "Covenants") is made this 1 day of June, 2023, by Rowan County (the "Declarant") and all of the undersigned lot owners of Speedway Business Park in Rowan County, North Carolina.

WHEREAS, on April 19, 2004, Declarant enacted the original declaration of protective covenants for Speedway Business Park to ensure the proper use, development, maintenance and improvements thereof; to protect against the construction of improvements and structures of improper or unsuitable materials thereon; to ensure compliance with all applicable zoning ordinances, building codes and environmental laws and regulations; and to otherwise provide for the construction and development of first quality improvements thereon.

WHEREAS, to ensure the enforceability of and to amend portions of the Covenants contained herein, Declarant and all of the current lot owners of Speedway Business Park wish to amend and restate the Covenants as follows.

NOW, THEREFORE, in consideration of the mutual benefit and duties herein contained, the Covenants are hereby amended and restated. Declarant hereby declares that Lot 1 through and including Lot 12 of the parcel of real property described in Exhibit A, and as recorded in Plat Book 9995, Page 5310 (the "Property"), and all portions divided therefrom or added thereto, with the exception of Lot 11, shall be subject to, and held, sold and conveyed subject to the following conditions, covenants, reservations, easements, liens and restrictions, all of which shall run with, and benefit and burden, the Property described in Exhibit A and be binding on and inure to the benefit of all parties having any right, title or interest therein, together with their heirs, successors and assigns. Lot 11 is covered by a prior lease agreement and shall be exempt from the Covenants so long as it is used as a quarter midget racing facility operated by the Quarter Midget Association of North Carolina. If such use ever ceases, Lot 11 shall, at that time, become subject to all covenants, reservations, easements, liens and restrictions contained herein.

1. The Property subject to these Covenants shall be limited exclusively to non-residential use. Chapter 47F of the North Carolina General Statutes shall not apply to Speedway Business Park.
2. Lot 1 and Lot 12 of the Property shall be used exclusively for signage and landscaping surrounding the public right-of-way leading into Speedway Business Park and shall not be otherwise developed. The owners of Lot 1 and Lot 12 shall be responsible for the maintenance and landscaping of their respective lot. Should the owners of Lot 1 and/or Lot 12 fail to comply with this Paragraph Two, the Declarant may, in its sole and exclusive discretion, have the option of maintaining any signage or landscaping on Lot 1 and/or Lot 12 and the cost of such work shall constitute a lien on the said premises in favor of Declarant and against the respective lot owner. Subject to the restrictions of use as set forth in this Paragraph Two, the owners of Lot 1 and Lot 12 may enhance or otherwise modify their respective lot only upon the written approval of the Declarant or its authorized representative.
3. The Property shall not be subdivided by sale or otherwise into smaller tracts or parcels without the prior written consent of Declarant or its authorized representative.
4. No noxious, offensive or illegal trade or activity shall be conducted at the Property, nor shall anything be done thereon which may be or become a nuisance to the other Property owners.
5. The following uses of the Property shall not be permitted: commercial farming of animals, abattoirs, junk yards, a business of storage or processing of scrap materials and tanning of animal hides. Any other use of the Property, or any portion thereof shall require the prior written approval of Declarant or its authorized representative.
6. Temporary structures shall not be permitted except those of an owner, contractor or sub-contractor during the construction of improvements.
7. The minimum building setback from the street right of way shall be 75 feet for all parcels except #2 which shall be 50 feet and the minimum setback for parking areas shall be 10 feet. The side yard setback shall be a minimum of 15 feet. The rear yard setback shall be a minimum of 25 feet unless noted on the plat as more than 25 feet in which case the setback shown on the plat shall be complied with.
8. Off street parking sufficient for the intended use of the lot shall be provided. On street parking shall be prohibited.
9. The areas that are unimproved, where no building structure or paving exists, between the road right of way and the building shall be landscaped.
10. It is intended that a premium be placed on the preservation of the natural tree cover and other unique characteristics of the landscape, including wetlands. No freestanding trees in the landscaped or unimproved area having a trunk diameter of 6 inches or more at 3 feet above grade shall be removed and no wetland shall be disturbed without the written approval of Declarant or its authorized representative.
11. Walls facing a road or street must be finished on the exterior with architectural masonry units such as finished face brick, stone, precast concrete, drivet, or their equivalent as approved in

writing by Declarant or its authorized representative, excluding such materials as concrete and plain cinder block, unless otherwise approved in writing by Declarant or its authorized representative. Such exterior wall materials shall be detailed on the Elevation Plan.

12. Storage areas, tanks, and trash containers, etc., shall be completely screened from public view.

13. Exterior signs shall be located in the front landscape area and may be illuminated with ground lights. Freestanding signs shall be limited to one per parcel, not extend more than 10 feet above the ground level, and be a maximum of 50 square feet in area. A single wall sign shall be allowed on the front of the building with a maximum area of 2 square feet per linear foot of building facing the street. No wall sign, however, may exceed 100 square feet.

14. All utility services, including telephone and electric service, shall be underground.

15. All building plans and specifications shall be submitted to the Declarant or its authorized representative for written approval prior to any construction. The Declarant or its authorized representative must respond within 30 days of the submittal or thereafter the request shall be deemed approved. The plans and specifications submitted shall include, but not be limited to the following:

    a. A topographical plot showing existing contour grades, major trees and the location of all improvements, buildings, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot comers and at comers of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours are contemplated.

    b. Exterior Elevations.

    c. Exterior materials, colors, textures, and shapes.

    d. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.

    e. Parking area and driveway plan.

    f. Screening, including size, location and method.

    g. Utility connections and facilities and plans for the disposal of waste.

    h. Exterior illumination, including location and method.

    i. Fire protection system.

    j. Signs, including size, shape, color, location and materials a determination of 1) the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard, radiation, or liquid wastes that may be created and 2) whether or not the proposed use complies with then existing zoning ordinances, the Declaration, and other laws and governmental regulations applicable thereto.

16. Declarant reserves an easement and right of way over, under and along a ten-foot wide strip of land adjacent and parallel to the side and rear boundary lines of each tract (as may subdivided or added to) for the installation and maintenance of poles, lines, conduits, pipes and other equipment required to provide utility services.

17. All truck loading docks shall be located in the rear of the building unless otherwise consented to in writing by Declarant. Loading docks may be allowed on the sides of the building, under special circumstances, with the written approval of the Declarant or its authorized representative. Truck dock areas shall be maintained in a clean and proper manner, free from trash and material storage.

18. Any proposed use of vertical exhaust vents, smokestacks, antennae, mechanical housing or similar vertical attachments shall be subject to the approval of the Declarant or its authorized representative.

19. All lighting shall be shielded source and/or directed away from normal viewing angles from roadways and adjacent buildings.

20. Any fence which is located in a lot owner's front yard or otherwise in line-of-sight from any road shall be considered to be architectural in nature, subject to the approval of the Declarant or its authorized representative. Accordingly, the Declarant or its authorized representative shall approve and determine in writing the location, height, materials used and the type of screening required, if any.

21. All Property owners shall, at all times, maintain and keep such portion of the property in a safe, clean and wholesome condition, comply in all respects with all governmental regulations and shall contain and promptly remove from the property any trash, garbage or rubbish of any kind or nature whatsoever which may accumulate on the portion of the property owned by such owner. In addition, such owner shall cut all grass, including the road right of way, and maintain all other landscaping in a neat and presentable condition on any portion of the property owned or occupied by such owner. Should the owner fail to comply with this requirement, the Declarant, or his authorized representative, in his sole and exclusive discretion, shall have the option of maintaining the premises and the cost of such work shall constitute a lien on the said premises in favor of Declarant.

22. If at any time any building or other improvement on any part of the property is damaged or destroyed by any casualty or other occurrence, the owner of such portion of the property on which such building or other improvement was located shall promptly restore such building or improvement to the condition existing prior to such damage or destruction or raze such building or improvement and remove same from such portion of the property and landscape such portion of the property in a manner first approved by Declarant. Such restoration or razing shall be completed within 12 months from the incident of damage, destruction, casualty or other occurrence. Should the owner fail to comply with the requirement within the time above set forth, the Declarant or his authorized representative, in his sole and exclusive discretion, shall have the option of restoring or razing the damaged premise, and the cost of such work shall constitute a lien on the said premises in favor of Declarant.

23. The Declarant shall retain the right to annex adjoining real property into Speedway Business Park. Such annexation shall be exercised at Declarant's sole discretion. Should property be annexed into Speedway Business Park, such real property shall be subject to these Covenants. Should any property that is annexed into Speedway Business Park contain buildings or other structures that do not comply with these Covenants, such building or structure shall be deemed legal, non-conforming and such lot owner shall not be deemed to be in violation of these Covenants, so long as the basis for any claimed violation arises from the building or structure deemed legal, non-conforming.
24. The invalidation of any one of these Covenants specified herein shall in no way affect any of the other restrictions. The remaining restrictions and covenants shall remain in full force and effect. The failure to enforce any rights, reservations, restrictions, or conditions contained in this document, regardless of how long such failure shall continue, shall not constitute a waiver or a bar of such right to be enforced.
25. This declaration of restrictive covenants, and all parts thereof, shall be governed by, and construed, interpreted and controlled by and under the laws of the State of North Carolina.
26. Any restriction, etc. hereunder, or any portion thereof, may be altered, amended and modified by Declarant, or his heirs, successors and assigns, at any time, in his sole discretion, without the consent of any owner of any real property or portion thereof described on Exhibit A. However, any such amendment shall be prospective only and shall therefore not apply to these restrictions as to any person, firm or corporation having purchased any real property, or portion thereof, hereunder prior to the recording of such amendment.

(SEE SIGNATURE PAGES ATTACHED)

OWNER OF LOT 1, 11, 12

ROWAN COUNTY

By: _____ (SEAL)
Name: Greg Edds
Title: Chairman

STATE OF North Carolina

COUNTY OF Rowan

I, Sarah M. Pack, a Notary Public of the County of Randolph and State of North Carolina, certify that Greg Edds either being personally known to me or proven by satisfactory evidence (said evidence being personally known to me), who is the Chairman of ROWAN COUNTY personally appeared before me this day and acknowledged that he/she is the Chairman of ROWAN COUNTY and that as the Chairman of ROWAN COUNTY being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said entity for the purposes stated therein.

WITNESS my hand and notarial seal, this 26 day of June, 2023.

_____

Notary Public

Name: Sarah M. Pack

My Commission Expires: 4/24/27

SARAH M. PACK
Notary Public, North Carolina
Randolph County
My Commission Expires
4/24/27

OWNER OF LOT 2, 3

BRICKRAND REAL ESTATE, LLC, a North Carolina Limited Liability Company

By: _____ (SEAL)
Name: Tony Randall Basinger
Title: Sole Manager

STATE OF North Carolina

COUNTY OF Rowan

I, Annette Mueller, a Notary Public of the County of Rowan and State of North Carolina, certify that Tony Randall Basinger either being personally known to me or proven by satisfactory evidence (said evidence being NC License), who is the Manager/Member of BRICKRAND REAL ESTATE, LLC personally appeared before me this day and acknowledged that he/she is a Manager/Member of BRICKRAND REAL ESTATE, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 8TH day of May, 2023.

Annette Mueller

Notary Public

Name: Annette Mueller

My Commission Expires: June 3, 2026

ANNETTE MUELLER NOTARY PUBLIC ROWAN COUNTY, NC

OWNER OF LOT 4

ROBERT AND MARYLOU SIMONS FAMILY LIMITED PARTNERSHIP

By: _____ (SEAL)
Name: ROBERT W SIMONS
Title: GENERAL PARTNER, ROBERT AND MARYLOU SIMONS FAMILY LIMITED PARTNERSHIP

STATE OF PA

COUNTY OF Lancaster

I, Vickie L Smith, a Notary Public of the County of Lancaster and State of PA, certify that ROBERT W SIMONS either being personally known to me or proven by satisfactory evidence (said evidence being Personally Known), who is the GENERAL PARTNER of the ROBERT AND MARYLOU SIMONS FAMILY LIMITED PARTNERSHIP, personally appeared before me this day and acknowledged that he/she is a GEN. PARTNER of ROBERT AND MARYLOU SIMONS FAMILY LIMITED PARTNERSHIP, and that as a GENERAL PARTNER being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said Partnership for the purposes stated therein.

WITNESS my hand and notarial seal, this 11 day of May, 2023.

Vickie L. Smith

Notary Public

Name: Vickie L Smith

My Commission Expires: May 20, 2023

Commonwealth of Pennsylvania - Notary Seal
Vickie L. Smith, Notary Public
Lancaster County
My commission expires May 20, 2023
Commission number 1191943
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, the below signed lot owners of Speedway Business Park hereby agree to be bound by the restrictive covenants contained herein.

OWNER OF LOT 5, 7, 8, 9

BOWTIE PROPERTIES, LLC, a North Carolina Limited Liability Company

By: _____(SEAL)
Name: William David Eller
Title: OWNER/OPERATOR

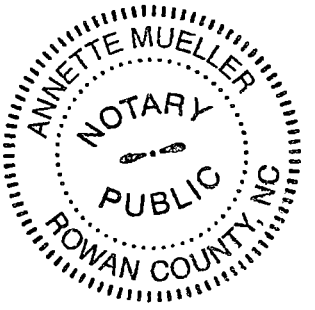
STATE OF North Carolina

COUNTY OF Rowan

I, Annette Mueller, a Notary Public of the County of Rowan and State of North Carolina, certify that William David Eller either being personally known to me or proven by satisfactory evidence (said evidence being State Drivers License), who is the Manager/Member of BOWTIE PROPERTIES, LLC personally appeared before me this day and acknowledged that he/she is a Manager/Member of BOWTIE PROPERTIES, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 12 day of June, 2023.

Annette Mueller
Notary Public
Name: Annette Mueller
My Commission Expires: June 8, 2026



OWNER OF LOT 6

LGC HOLDINGS, LLC, a North Carolina Limited Liability Company

By: Sandra S. Csanyi (SEAL)
Name: SANDRA S. Csanyi
Title: Manager/Member

STATE OF North Carolina

COUNTY OF Rowan

I, Annette Mueller, a Notary Public of the County of Rowan and State of North Carolina, certify that Sandra S Csangi either being personally known to me or proven by satisfactory evidence (said evidence being Driver License), who is the Manager/Member of LGC HOLDINGS, LLC personally appeared before me this day and acknowledged that he/she is a Manager/Member of LGC HOLDINGS, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 19 day of April, 2023.

Annette Mueller
Notary Public
Name: Annette Mueller
My Commission Expires: June 8, 2026

ANNETTE MUELLER NOTARY PUBLIC ROWAN COUNTY, NC

OWNER OF LOT 10

DLB PROPERTY VENTURES, LLC a North Carolina Limited Liability Company

By: _____(SEAL)
Name: Dave Blaney
Title: owner

STATE OF North Carolina

COUNTY OF Cabarrus

I, Lisa K Blaney, a Notary Public of the County of Cabarrus and State of North Carolina, certify that David Blaney either being personally known to me or proven by satisfactory evidence (said evidence being State Driver's License), who is the Manager/Member of DLB PROPERTY VENTURES, LLC, personally appeared before me this day and acknowledged that he/she is a Manager/Member of DLB PROPERTY VENTURES, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 11th day of April, 2023.

Lisa K Blaney

Notary Public
Name: Lisa K Blaney
My Commission Expires: March 31, 2026

Lisa K Blaney
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires March 31, 2026

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

Case # SUP 02-23
Date Filed 6/15/23
Received By SAS
Amount Paid $200
Office Use Only

## SPECIAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Bowtie Properties LLC
Signature: [signature]
Phone: 704 636 5505 Email: David.Eller@maksoninc.com
Address: 650 Kinpstree rd Salisbury NC 28146

APPLICANT / AGENT INFORMATION:

Name: Bill Arndt
Signature: [signature]
Phone: 336.215.3941 Email: Bill.Arndt@maksoninc.com
Address: 434 Calhoun St Salisbury NC 28144

PROPERTY DETAILS:

Tax Parcel: 401-019.31 Zoning District: Commercial/Residential
Date Acquired: 3/1/18 Deed Reference: Book 9995 Page 5310
Property Location: Speedway Blvd.
Size (sq. ft. or acres): 4.02 Street Frontage:
Current Land Use: Residential Storage 11/24/20 c/o - purchased 2013

Surrounding Land Use: North Residential
South Commercial / Residential
East Residential
West Industrial

PURPOSE & SECTION:

State purpose of special use permit:

To Combine Bowtie Properties with the adjacent property and deed a portion of Bowtie properties to LGB Holdings

Cite section(s) of Zoning Ordinance which permit is being requested:

85-ED-2

ATTACHED DOCUMENTS:

Applicant must a site plan based on information required in Section 21-52.

Attached: Yes [X] No [ ]

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

**OFFICIAL USE ONLY**

1. Signature of Coordinator: _____ 2. Board of Commissioners Public Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified: ___/___/___

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Anna Bumgarner, Finance Director
**DATE:** 8/7/2023
**SUBJECT:** Budget Amendments

---

See attached budget amendments.

Approve attached budget amendments.

**ATTACHMENTS:**
1. Budget Amendments

**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To increase 911 budget for CDW-G replacement monitors

Prepared by: Teresa Sharpless
Date: 7/21/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Appropriated Fund Balance - Restricted | R | 2244215-495010 | 44,000.00 | |
| Other Small Equipment | E | 2254215-561095 | 44,000.00 | |

| DEPARTMENT HEAD | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|
| Approved: ☑ | Approved: | Budget Revision # 01-495 |
| Disapproved: ☐ | Disapproved: | Date Posted: |
| Amended: | Amended: | Group Number: |
| Date: Jul 21, 2023 | Date: | Posted by: |
| Signature: Allen Cress | Signature: | Approved by: |

Anna R Burngasser

Ladies,

2254215-5761095
Other small equip

After July 1, we need to move $44,000 no taxes (47,100 with taxes) from the fund/savings, the $1.9 million fund to F/A – Furn & Equip 2254215-5760030 please. We had a rash of monitors go out, so we need to start replacing them all.

Thank you,

Allen

**From:** York, Phillip <Phillip.York@rowancountync.gov>
**Sent:** Thursday, June 22, 2023 3:00 PM
**To:** Cress, Allen <Allen.Cress@rowancountync.gov>
**Subject:** FW: [External] RE: For Clarification

Allen,
The amount for the BA from the fund balance for the Monitor project (Replacing 36 monitors) is $43,199 from CDW-G see below what we sent to The state. I have the 3 bids when we are ready to do the PO.

Thanks,

Phil York

**From:** York, Phillip <Phillip.York@rowancountync.gov>
**Sent:** Thursday, June 22, 2023 2:51 PM
**To:** Falco, Kristen L <kristen.falco@nc.gov>
**Cc:** Newberry, David C <david.newberry@nc.gov>
**Subject:** RE: [External] RE: For Clarification

Good afternoon,

I just wanted to reach out and let you know that Per our below conversation we will be replacing all 36 monitors at our 12 seats. They will be $1199 each for a total of $43,199.64 we are looking to take this from our fund balance and plan to start the county procurement process shortly after July 1 2023 Should you have any questions or issues with this please let me know.

Thank you,

# BA-01-495 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-21 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAuG83Ar50Seo-tUT8C1KughnzFS7LB3ns |

## "BA-01-495 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-21 - 2:02:07 PM GMT- IP address: 24.123.188.14

Document emailed to Allen Cress (allen.cress@rowancountync.gov) for signature
2023-07-21 - 2:03:44 PM GMT

Email viewed by Allen Cress (allen.cress@rowancountync.gov)
2023-07-21 - 4:30:32 PM GMT- IP address: 104.47.56.254

Document e-signed by Allen Cress (allen.cress@rowancountync.gov)
Signature Date: 2023-07-21 - 4:30:56 PM GMT - Time Source: server- IP address: 24.123.188.15

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-21 - 4:30:57 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-25 - 11:28:03 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-25 - 11:28:03 PM GMT

Adobe Acrobat Sign

**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To increase budget and recognize remaining funds for Woodleaf Park and add additional $3,810 needed to complete project

Prepared by: Teresa Sharpless

Date: 7/20/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Appropriated FB-Unrestricted | R | 1143390-495000 | 18,501.00 | |
| Woodleaf Community Park - ARPA | E | 1154112-583114-7030 | 2,888.00 | |
| Woodleaf Community Park | E | 1154112-583114 | 11,803.00 | |
| Woodleaf Community Park | E | 1154112-583114 | 3,810.00 | |

| DEPARTMENT HEAD | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|
| Approved: ☑ | Approved: | Budget Revision # 01-496 |
| Disapproved: ☐ | Disapproved: | Date Posted: |
| Amended: | Amended: | Group Number: |
| Date: Jul 25, 2023 | Date: | Posted by: |
| Signature: Anna R Burngarner | Signature: | Approved by: |

## Sharpless, Teresa F.

**From:** Odell, Mitzi C
**Sent:** Tuesday, July 18, 2023 6:27 PM
**To:** Sharpless, Teresa F.
**Cc:** Bumgarner, Anna R; Bevis, Lisa F
**Subject:** BA for Woodleaf Park

Good afternoon. Can you please do a BA to move the available amounts from FY23 to FY24 for the Woodleaf Park project? Please see below for screenshots. I also put a copy in your box as well. Please let me know if you need anything else.

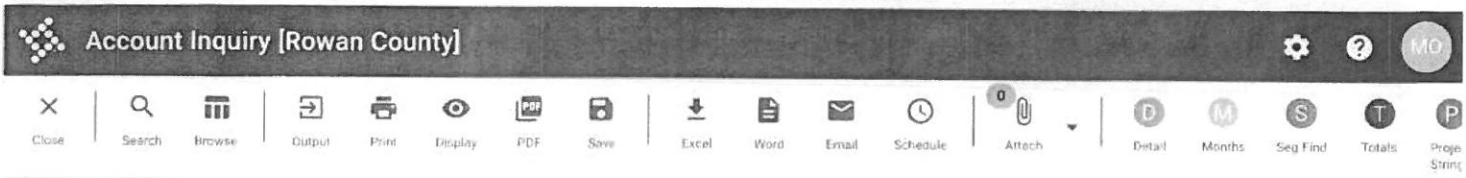
Thanks - Mitzi

FY23 to FY24

| | |
|---|---|
| 2,888.00 | 1154112-583114-7030 |
| 11,803.00 | 1154112-583114 |

FY24 only

We will need an additional 3,810.00 moved into one 1154112-583114 to enter a contract for this project.




Account Inquiry [Rowan County]

Account

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Fund | 1010 | GEN FD | Acct | 1010-41-4100-4112-0000-0000-000-5-583114- | | | |
| Org | 1154112 | GEN EXP | Acct name | WOODLEAF COMMUNITY PARK | | | Account Notes |
| Object | 583114 | WOODFLPRK | Type | Expense | Status | Active | |
| Project | | | Rollup | | | | |
| | | | Sub-Rollup | | | | |

Multi Yr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

| Yr/Per 2023/13 | Fiscal Year 2023 | Fiscal Year 2022 | Fiscal Year 2021 | Fiscal Year 2024 |
|---|---|---|---|---|
| Original Budget | 354,000.00 | 280,000.00 | 200,000.00 | .00 |
| Transfers In | 769,260.04 | 2,888.00 | 171,226.00 | .00 |
| Transfers Out | -428,914.04 | .00 | .00 | .00 |
| Revised Budget | 694,346.00 | 282,888.00 | 371,226.00 | .00 |
| Actual (Memo) | 3,000.00 | .00 | 13,992.00 | .00 |
| Encumbrances | 679,543.02 | .00 | .00 | .00 |
| Requisitions | .00 | | | .00 |
| Available | 11,802.98 | 282,888.00 | 357,234.00 | .00 |
| Percent used | 98.30 | .00 | 3.77 | .00 |

1 of 4 Display detail information for current account.

https://munisapp.rowancountync.gov/prod/munis/gas/app/ua/r/mugwc/glactinq 1/1

Account Inquiry [Rowan County]

Account

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Fund | 1010 | GEN FD | Acct | 1010-41-4100-4112-0000-0000-000-5-583114-7030 | | | |
| Org | 1154112 | GEN EXP | Acct name | WOODLEAF COMMUNITY PARK | | | Account Notes |
| Object | 583114 | WOODFLPRK | Type | Expense | Status | Active | |
| Project | 7030 | ARPA REVENUE REPLAC | Rollup | | | | |
| | | | Sub-Rollup | | | | |

Multi-Yr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

| Yr/Per 2023/13 | Fiscal Year 2023 | Fiscal Year 2022 | Fiscal Year 2021 | Fiscal Year 2024 |
|---|---|---|---|---|
| Original Budget | .00 | .00 | .00 | .00 |
| Transfers In | 356,000.00 | .00 | .00 | .00 |
| Transfers Out | -2,000.00 | .00 | .00 | .00 |
| Revised Budget | 354,000.00 | .00 | .00 | .00 |
| Actual (Memo) | 74,675.00 | .00 | .00 | .00 |
| Encumbrances | 276,437.00 | .00 | .00 | .00 |
| Requisitions | .00 | | | .00 |
| Available | 2,888.00 | .00 | .00 | .00 |
| Percent used | 99.18 | .00 | .00 | .00 |

2 of 4

Display detail information for current account.

# BA-01-496 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-21 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAZy0oMlJ9RRgrPhyDzmAlvg8z4T3GNsvs |

## "BA-01-496 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-21 - 2:21:02 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-21 - 2:21:50 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-25 - 11:36:56 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-25 - 11:36:56 PM GMT

Adobe Acrobat Sign

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 from Animal Services donations Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
Date: 07/20/23

BUDGET INFORMATION: Reviewed: _____

| ACCOUNT TITLE | | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Appropriated FB - Restricted | R | 1146430-495010 | 15,859 | |
| Supplies Other Small Equipment | E | 1156430-561095 | 15,859 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-499 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 25, 2023 | | Date: | Posted by: |
| Signature: Anna R Burrageur | | Signature: | Approved by: |

ROWAN COUNTY
ANIMAL SERVICES
For Fiscal Year Ended June 30, 2023

| Area of Reserve | Beginning Balance | Revenue Acct Number | Add: YTD Revenues | Account Numbers | Expenditures | Ending Balance |
|---|---|---|---|---|---|---|
| Animal Control Donations | - | 1146430-464023 | 15,858.50 | 1156430-561095 | | 15,858.50 |
| Total | $ - | | $ 15,858.50 | | $ - | $ 15,858.50 |

# BA-01-499 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-21 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAI_mRbUcivmhEc4tMqp9l0wBnYfiwf43B |

## "BA-01-499 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-21 - 2:46:02 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-21 - 2:46:44 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-25 - 11:35:05 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-25 - 11:35:05 PM GMT

Adobe Acrobat Sign

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Environmental Management. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditures in the new fiscal year.

Prepared by: Lisa Bevis
Date: 07/19/23

BUDGET INFORMATION: Reviewed: _____

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Fund Balance Restricted | R | 6144730-495010 | 73,846 | |
| E-Waste Management | E | 6154730-585013 | 73,846 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: _____ | Budget Revision # 01-506 |
| Disapproved: ☐ | | Disapproved: _____ | Date Posted: _____ |
| Amended: _____ | | Amended: _____ | Group Number: _____ |
| Date: Jul 25, 2023 | | Date: _____ | Posted by: _____ |
| Signature: Anna R Burngarner | | Signature: | Approved by: _____ |

ROWAN COUNTY
FUND 61 - ENVIRONMENTAL MANAGEMENT
For Fiscal Year Ended June 30, 2023

| Area of Reserve | Beginning Balance | Revenues | Account Numbers | Expenditures | Ending Balance | Less: Original Budget FY24 | Reserve Entry | Budget Amendment Notes |
|---|---|---|---|---|---|---|---|---|
| E-Waste Management | 74,471.94 | - | 6144730-435034/6154730-585013 | (625.66) | 73,846.28 | - | 73,846.28 | |

# BA-01-500 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-21 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAm1VlYxx2b9YQED1IQnmruTuJN8_0FEfF |

## "BA-01-500 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-21 - 2:52:45 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-21 - 2:53:47 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-25 - 11:33:53 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-25 - 11:33:53 PM GMT

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**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget DNP Nature Trail Project

Prepared by: Teresa Sharpless
Date: 7/20/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| NC Science Museum Grant | R | 1146235-434080 | 23,460.00 | |
| C/A Other Improvements | E | 1156235-574000 | 23,460.00 | |

| DEPARTMENT HEAD | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|
| Approved: ☑ | Approved: | Budget Revision # 01-502 |
| Disapproved: ☐ | Disapproved: | Date Posted: |
| Amended: | Amended: | Group Number: |
| Date: Jul 25, 2023 | Date: | Posted by: |
| Signature: Anna R Blumgarner | Signature: | Approved by: |

## Sharpless, Teresa F.

**From:** Odell, Mitzi C
**Sent:** Wednesday, July 19, 2023 10:52 AM
**To:** Sharpless, Teresa F.
**Cc:** Bevis, Lisa F; Boyd, Leslie H
**Subject:** FW: DNP Nature Center Trail - R&L Glover Enterprises, Inc.
**Attachments:** Award DNP Nature Center Trail - R&L Glover Enterprises, Inc. - BOC memo.pdf; revised_A104-2017_-_Dan_Nicholas_Nature_Center_Trail_070423_-_RLG_Signed_(1).pdf; R_L_Glover_Enterprises.pdf; Bid_Tab_-_Dan_Nicholas_-_Nature_Trail_6.29.23_SEALED.pdf; DanNich Nature Center Trail SPECIFICATIONS 050223.pdf; FINAL - DanNich Nature Center Trail 050223.pdf

Good morning. Can you please do a BA for $23,460.00 to the following accounts:

1146435-434080 NC Science Museums Grant (Revenue)
1156235-574000 C/A Other improvements (Expense)

I have copied Lisa and Leslie to ensure they are aware since this involves grant funds.

Please let me know if you need anything else.

Thanks,

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:** Farrow-Bennett, Jody M <Jody.Farrow-Bennett@rowancountync.gov>
**Sent:** Tuesday, July 18, 2023 10:02 AM
**To:** Hobbs, Joni H <Joni.Hobbs@rowancountync.gov>; Bringle, Don E <Don.Bringle@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
**Subject:** DNP Nature Center Trail - R&L Glover Enterprises, Inc.

Good morning,

The Board of Commissioners approved the Award and Contract for R&L Glover Enterprises, Inc for the DNP Nature Trail project.

Please see the attached documentation for this construction project. I will need this entered into Munis before I can send for signatures.

@Hobbs, Joni H please send Mitzi a memo for this job so she can attach it in Munis with all of the other documents.

@Odell, Mitzi C please send me the contract number once completed so I can send for signatures.

If you need anything more from me, please let me know.

Thank you,

ROWAN COUNTY NORTH CAROLINA *Be an original.*

Jody Farrow-Bennett | Director of Purchasing/Contract Administration
**Rowan County Purchasing Department**
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8178 [c] 980-234-1003
Jody.Farrow-Bennett@rowancountync.gov
www.rowancountync.gov

NORTH CAROLINA

# BA-01-502 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-21 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA9O77kTPi6UNNnGLsM2ifVsrU8GZUxUse |

## "BA-01-502 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-21 - 2:59:29 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
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Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-25 - 11:31:33 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-25 - 11:31:33 PM GMT

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# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY2023 for Soil & Water. Reserved funds represent money for a department for a restricted purpose.

Prepared by: Leslie Boyd
Date: 7/21/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | E/R | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| Fund Balance Restricted | R | 1145010-495010 | 3,341 | |
| Donation Expenditures | E | 1155010-583001 | 3,341 | |
| | | | | |
| | | | | |
| Conservation Easement Funding | R | 1145010-434026 | 10,000 | |
| Easement Monitoring | E | 1155010-583004 | 10,000 | |
| | | | | |
| | | | | |
| Conservation Easement Funding | R | 1145010-434026 | 214,621 | |
| Easement Monitoring | E | 1155010-583004 | 214,621 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-518 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 25, 2023 | | Date: | Posted by: |
| Signature: Anna R Burngarner | | Signature: | Approved by: |

**ROWAN COUNTY**
**SOIL AND WATER - RESERVES**
**For Fiscal Year Ended June 30, 2023**

| | Account Number | Account Name | Balance |
|---|---|---|---|
| Beginning Balance | | | $ 2,766.82 |
| Revenues | 1145010-464900 | Miscellaneous Donations | 1,717.50 |
| | 1145010-431300 | Tropical Storm ETA Grant | - |
| | 1145010-434026 | Conservation Easement Funding | 25,000.00 |
| | 1145010-434027 | StRAP Grant | - |
| | 1145010-433101-31000 | Outdoor Educ Learning Center | 881.02 |
| Sub-total | | Revenue | 27,598.52 |
| Less: Expenses | 1155010-583001 | Donation Expenditures | (1,143.25) |
| | 1155010-582025 | Tropical Storm ETA Grant | - |
| | 1155010-583004 | Easement Monitoring | (15,000.00) |
| | 1155010-585000 | StRAP Grant | - |
| | 1155010-585000-31000 | Outdoor Educ Learning Center | (881.02) |
| | | Expenses | (17,024.27) |
| **Ending Balance** | | | 13,341.07 |
| Less: Amount budgeted in Donation Expenditures in Original Budget | | | - |
| Less: Amount budgeted as Appropriated FB - Restricted and Donation Expenditures In Original Budget | | | - |
| | | | **$ 13,341.07** |

| | |
|---|---|
| Donation Expenditures | 3,341.07 |
| Easement Funding | 10,000.00 |
| | 13,341.07 |

# BA-01-518 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-21 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAApGGkW4wNmuWj2AFU1V9kvBY_GZCiUCu1 |

## "BA-01-518 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-21 - 7:00:45 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-21 - 7:01:31 PM GMT

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Signature Date: 2023-07-25 - 11:24:29 PM GMT - Time Source: server- IP address: 24.123.188.14

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2023-07-25 - 11:24:29 PM GMT

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# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Emergency Services. Reserved funds represent money for the Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 07/21/23

BUDGET INFORMATION: Reviewed:

| ACCOUNT TITLE | | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Appropriated FB - Restricted | R | 1144330-495010 | 24,571 | |
| Grant Expenditures | E | 1154330-585000 | 24,571 | |
| | | | | |
| State Rev-2021 Tier II Guides | R | 1144330-434000-43346 | 1,000 | |
| LEPC Grant Exp - Tier II Grant | E | 1154330-585074-43346 | 1,000 | |
| | | | | |
| Appropriated FB - Restricted | R | 1144330-495010 | 33,549 | |
| EM State Grant Optional ARPA | R | 1144330-434073-43347 | 19,937 | |
| FY22 Optional ARPA EM State Grant | E | 1154330-585000-43347 | 53,486 | |
| | | | | |
| Misc Donations | R | 1144330-464900-43348 | 25,000 | |
| Donations Expenditure | E | 1154330-585000-43348 | 25,000 | |
| | | | | |
| Appropriated FB - Restricted | R | 1144330-495010 | 2 | |
| Donations Expenditure | E | 1154330-583041 | 2 | |
| | | | | |
| Appropriated FB - Restricted | R | 1144332-495010 | 143 | |
| Donations Expenditures | E | 1154332-583041 | 143 | |
| | | | | |
| Appropriated FB - Restricted | R | 1144371-495010 | 291 | |
| Donation Expenditures | E | 1154371-583001 | 291 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-520 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 25, 2023 | | Date: | Posted by: |
| Signature: Anna R Bumgarner | | Signature: | Approved by: |

**ROWAN COUNTY**
**EMERGENCY SERVICES - RESERVES**
**For Fiscal Year Ended June 30, 2023**

| Area of Reserve | Beginning Balance | Revenues | Account Numbers | Expenditures | Ending Balance |
|---|---|---|---|---|---|
| E.M. Performance Grant | $ 24,570.57 | $ 53,406.77 | 1144330-434073; 1154330-510005 | $ (106,813.54) | $ 24,570.57 |
| 2021 Tier II Grant | - | - | 1144330-434000-43346; 1154330-585074-43346 | - | - |
| 2020 Homeland Security Grant | - | 60,000.00 | 1144330-434085-43343; 1154330-585000-43343 | (60,000.00) | - |
| 2022 Optional ARPA | - | 33,549.00 | 1144330-434073-43347; 1154330-585000-43347 | (13,611.62) | 19,937.38 |
| Misc Donations | 2.06 | 25,000.00 | 1144330-464900; 1154330-583041 | - | 25,002.06 |
| Natl Institute Health RACECARS | - | 20,625.00 | 1144330-431003; | - | - |
| Private Contributions | 142.99 | - | 1144332-464000; 1154332-583041 | - | 142.99 |
| Misc Donations | 410.73 | - | 1144371-464900; 1154371-583001 | (119.28) | 291.45 |
| | $ 25,126.35 | $ 192,580.77 | | $ (180,544.44) | $ 69,944.45 |

# BA-01-520 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-21 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAACksuesS5bMFL9Bqbhh5XkiPfRdO4558a |

## "BA-01-520 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-21 - 8:27:19 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-21 - 8:28:29 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-25 - 11:22:34 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-25 - 11:22:34 PM GMT

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# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Cooperative Extension. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 07/24/23

BUDGET INFORMATION: Reviewed: _____

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Fund Balance Restricted | R | 1144955-495010 | 107,833 | |
| PG Carolina Farm Credit | E | 1154955-585000-30002 | 303 | |
| Robertson Equipment | E | 1154955-585000-30006 | 1,407 | |
| Advisory Board | E | 1154955-583005 | 64 | |
| Extension - General | E | 1154955-583079 | 5,328 | |
| Horticulture | E | 1154955-583081 | 2,818 | |
| 4-H - General | E | 1154955-583073 | 70,682 | |
| 4-H General Sal Rowan Comm Found | E | 1154955-583073-30010 | 1,420 | |
| Local Foods | E | 1154955-583106 | 14,733 | |
| Livestock | E | 1154955-583082 | 4,030 | |
| Family Consumer Science | E | 1154955-583033 | 7,048 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: _____ | Budget Revision # 01-587 |
| Disapproved: ☐ | | Disapproved: _____ | Date Posted: _____ |
| Amended: _____ | | Amended: _____ | Group Number: _____ |
| Date: Jul 25, 2023 | | Date: _____ | Posted by: _____ |
| Signature: Anna R Bumgarner | | Signature: | Approved by: _____ |

**ROWAN COUNTY**
**COOPERATIVE EXTENSION - RESERVES**
**For Fiscal Year Ended June 30, 2023**

| Areas of Reserve | Beginning Balance | Revenue Acct Number | Add: YTD Revenues | Expense Acct Number | Less: YTD Expenses | Encumbrances | Ending Balance | Less: Original Budget FY24 | Reserve Entry |
|---|---|---|---|---|---|---|---|---|---|
| PG - Carolina Farm Credit | 567.00 | 1144955-433101-30002 | - | 1154955-585000-30002 | (263.88) | - | 303.12 | - | 303.12 |
| NRA Grant 20-21 | 49.27 | 1144955-433101-30003 | - | 1154955-585000-30003 | (49.00) | - | 0.27 | - | 0.27 |
| NRA Grant 21-22 | 9.36 | 1144955-433101-30004 | - | 1154955-585000-30004 | (9.00) | - | 0.36 | - | 0.36 |
| Robertson Electric | 141.52 | 1144955-433101-30005 | - | 1154955-585000-30005 | (142.00) | - | (0.48) | - | (0.48) |
| Robertson Equipment | 7,662.00 | 1144955-433101-30006 | - | 1154955-585000-30006 | (6,254.77) | - | 1,407.23 | - | 1,407.23 |
| Robertson Sewing | 133.74 | 1144955-433101-30007 | - | 1154955-585000-30007 | (134.00) | - | (0.26) | - | (0.26) |
| NRA Grant Shooting Sports | - | 1144955-433101-30012 | 2,300.00 | 1154955-585000-30012 | (2,300.00) | - | - | - | - |
| State Gov't Grant | - | 1144955-434000 | 10,000.00 | 1154955-585000 | (10,000.00) | - | - | - | - |
| Advisory Board | 64.27 | | - | 1154955-583005 | | | 64.27 | | 64.27 |
| Extension - General | 14,029.15 | 1144955-449001 | 10,914.33 | 1154955-583079 | (17,615.95) | | 7,327.53 | 2,000.00 | 5,327.53 |
| Horticulture | 4,312.46 | 1144955-449002 | 2,812.58 | 1154955-583081 | (4,307.54) | - | 2,817.50 | - | 2,817.50 |
| 4-H - General | 32,463.00 | 1144955-449003 | 26,970.18 | 1154955-583073 | (23,248.78) | - | 80,681.96 | 10,000.00 | 70,681.96 |
| 4-H - General Sal Rowan Comm Foundation | - | 1144955-449003-30010 | 7,000.00 | 1154955-583073-30010 | (5,579.80) | - | 1,420.20 | - | 1,420.20 |
| Local Foods | 1,540.59 | 1144955-449005 | 17,203.89 | 1154955-583106 | (4,011.44) | - | 14,733.04 | - | 14,733.04 |
| Livestock | 3,341.25 | 1144955-449006 | 4,404.08 | 1154955-583082 | (3,714.91) | - | 4,030.42 | - | 4,030.42 |
| Family Consumer Science | 6,641.79 | 1144955-453089 | 1,427.14 | 1154955-583033 | (1,021.15) | - | 7,047.78 | - | 7,047.78 |
| | $ 70,955.40 | | $ 83,032.20 | | $ (34,154.66) | $ - | $ 119,832.94 | $ 12,000.00 | $ 107,833.05 |

Includes $6,000 of funding plus county match of $1,662

# BA-01-587 - BOC 08-07

Final Audit Report 2023-07-25

| | |
|---|---|
| Created: | 2023-07-25 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJ2fPn0AFNNvnVKr4Nafc5L7gfIczO6CR |

## "BA-01-587 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-25 - 3:19:50 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-25 - 3:20:46 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-25 - 11:11:58 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-25 - 11:11:58 PM GMT

Adobe Acrobat Sign

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget for StreamFlow Rehabilitation Program (StRAP) Grant

Prepared by: Leslie Boyd
Date: 7/25/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | E/R | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Soil & Water Grant - Revenue | R | 1145010-434027 | 313,972 | |
| Soil & Water Grant - Expense | E | 1155010-585000 | 313,972 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-623 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 26, 2023 | | Date: | Posted by: |
| Signature: Anna R Burrgauer | | Signature: | Approved by: |

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director, Grants Admin/Gov't Relations
**DATE:** August 9, 2022
**SUBJECT:** Accept Grant Funding for Division of Soil & Water for StreamFlow Rehabilitation Program (StRAP)

The Rowan Soil and Water Conservation has had up to $313,972 in grant funding approved by the NC Department of Agriculture and Consumer Services Division of Soil and Water, for "StreamFlow Rehabilitation Program (StRAP)" under the Watershed Restoration Project. The funding agreement is effective from June 1, 2022, to December 31, 2024, with the option to extend if grantor and grantee mutually agree. The purpose of the project is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways.

Authorize the County Manager to accept funding up to $313,972 in funding by signing the Contract #22-080-4125 "StreamFlow Rehabilitation Project."

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

July 19, 2022

Chris Sloop
Rowan County Government
2727C Old Concord Road
Salisbury, NC 28146

**NOTIFICATION OF FUNDING OFFER**

Dear Chris Sloop,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that $313,972.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

*Electronic Signed Contract:*
Heather Reichert
Administrative Specialist
Heather.reichert@ncagr.gov

*Original signatures mail:*
Heather Reichert, Administrative Specialist
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0028
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

**Contract Check Off List for Grantee (Government State Funds)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Rowan County Government
**PROJECT TITLE/NAME:** Streamflow Rehab Assistance Program
**CONTRACT #:** 22-080-4125

| *GO Entities Only Check One Box* | | | | *Document Title* | *Department Use – Documents Attached or On File* | | | | *Grants and Contracts- Documents Attached or On File* | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| X | Yes | | No | Contractual "Check Off List for Grantee | Yes | | No | | Yes | | No | |
| X | Yes | | No | Contract Cover (To be signed, dated & witnessed) | Yes | | No | | Yes | | No | |
| X | Yes | | No | Attachment A – General Terms and Conditions – Government/University | Yes | | No | | Yes | | No | |
| X | Yes | | No | Attachment B – Scope of Work (includes Timeline and Line Item Budget) | Yes | | No | | Yes | | No | |
| X | Yes | | No | Attachment C – Certifications and Assurances Section | Yes | | No | | Yes | | No | |
| X | Yes | | No | Attachment D – NC OpenBook Supplemental Information | Yes | | No | | Yes | | No | |
| X | Yes | | No | Attachment E – Signature Card | Yes | | No | | Yes | | No | |
| | Yes | X | No | Attachment F – StreamFlow Assistance 50% Progress Report*** | Yes | X | No | | Yes | | No | |
| | Yes | X | No | Attachment G – Streamflow Rehabilitation Assistance Program (SIRAP) Quarterly Progress Report*** | Yes | X | No | | Yes | | No | |
| | Yes | X | No | Attachment H- Request for Payment form*** | Yes | X | No | | Yes | | No | |
| | | | | ** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract. | | | | | | | | |

Rev. 6/17, 4/22

***Attachments F, G and H do NOT need to be returned with the final contract

Departmental Use Only

CENTER:2740
ACCOUNT: 536431
AMOUNT: $313,872
TIME PERIOD: June 1, 2022-Dec. 31, 2024

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**North Carolina Department of Agriculture and Consumer Services**
**Division of Soil & Water Conservation**

**Streamflow Rehabilitation Assistance Program– Government**

**CONTRACT # 22-080-4125**

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Rowan County Government, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000336 and is physically located in Rowan County and is further located at 2727C Old Concord Road Salisbury, NC 28146.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends _June 30_.

**Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)
8. Request for payment form (Attachment H)

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

## I. Precedence Among Contract Documents:

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

## II. Effective Period:

This Contract shall be effective on **June 1, 2022**, and shall terminate on **December 31, 2024**, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

## III. Grantee's Duties:

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.
- Grantee will need to have *Fifty percent (50%) of award funds committed* (i.e., encumbered) with vendors by **February 28, 2023**. If by February 28, 2023, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

## IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **$313,972.00**. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By **February 28, 2023**, fifty percent (**50%**) of the award amount **$156,986.00** should be encumbered by contracts.

[X] a. There are no matching requirements from the Grantee.

[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

| | | |
|---|---|---|
| | In Kind | $ |
| | Cash | $ |

[ ] c. The Grantee's matching requirement is _____, which consists of:

| | | |
|---|---|---|
| | In Kind | $ |
| | Cash | $ |

The total Contract amount with matching funds is $ $313,972.00

**V. Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

**VI. Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

**VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**VIII. Reporting Requirements:**

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
  - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
  - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
  - First report will be due on or before the last day of October 2022.
  - The quarterly report will be submitted using the form shown as ***Attachment F- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report***. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
  - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
  - Grantee shall submit a *Streamflow Assistance 50% Progress Report (Attachment G)* by **end of business hours on February 28, 2023**. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report needs to be submitted to the Agency contract administrator via email. The report is also subject to the review and approval of the Soil & Water Commission.
  - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
  - Grantee will provide award letters for any subgrant.
  - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

**IX. Payment Provisions:**

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using ***Attachment H- StreamFlow Rehabilitation Assistance Program Project Invoice Form***, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be

made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program.
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

**Indirect costs are not allowable expenditures under this Contract.**

## X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

## XI. Contract Administrators:

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

**For the Agency:**

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| **Heather Reichert**<br>**1614 Mail Service Center**<br>**Raleigh, NC 27699-1614**<br>Telephone: 919-707-3768<br>Email: heather.reichert@ncagr.gov<br>Grants & Contracts General Email: [illegible] | Heather Reichert<br>Division of Soil & Water Conservation<br>216 West Jones Street<br>Raleigh, NC 27603 |

**For the Grantee:**

| Grantee Contract Administrator- Mailing Address | Grantee Principal Investigator or Key Personnel |
|---|---|
| Ann Kitalong-Will<br>Director, Grants Admin/Gov't Relations<br>130 W. Innes Street<br>Salisbury, NC 28144<br>P: 980-565-5159<br>E: ann.kitalong-will@rowancountync.gov | **Chris Sloop**<br>**Rowan County Government**<br>**2727C Old Concord Road**<br>**Salisbury, NC 28146**<br>**704-216-8999**<br>**chris.sloop@rowancountync.gov** |

## XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XIII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

**XI. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

**XIV. N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

(This space is internally left blank)

## XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

**Grantee:** Rowan County

| | |
|---|---|
| | 09/07/2022 |
| Signature of Authorized Representative | Date |
| Aaron Church | County Manager |
| Printed Name | Title |

**Witness:**

| | |
|---|---|
| | 09/04/2022 |
| Signature | Date |
| Anna Bumgarner | Director of Finance |
| Printed Name | Title |

**North Carolina Department of Agriculture and Consumer Services**

| | |
|---|---|
| | |
| Signature of Authorized Representative | Date |

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)

## General Terms and Conditions

### DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

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

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

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

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

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

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

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

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

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

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

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

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

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

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

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or

(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

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

### Indemnity

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

### Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### Intellectual Property Rights

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

### Compliance with Applicable Laws

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

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

**Executive Order 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

### Confidentiality

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

### Oversight

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors 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).

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

**Miscellaneous**

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

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

**Time of the Essence:** Time is of the essence in the performance of this Contract.

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

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

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

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

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

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

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Attachment B

| Streamflow Rehabilitation Assistance Program Scope of Work v.1 | | | | | | |
|---|---|---|---|---|---|---|
| Applicant Name: | Rowan County | | | | | |
| Payee Name | Rowan County | | Payee Tax ID | 56-6000336 | | |

**STREAM DEBRIS REMOVAL Revised Scope of Work** (Insert Additional Lines as Needed)

| | Stream/Drainage Channel Name | Linear Feet of Channel Proposed for Repair | Description of Damage | Planned Repair and Removal from Floodplain | Number of Known Beaver Dams | Estimated Cost to Repair |
|---|---|---|---|---|---|---|
| A | Third Creek-Knox Farm1 | 3700 | Woody debris removal | Removal and pile on same parcel outside floodplain | 0 | $ 92,500.00 |
| B | Sills Creek-RayHorton 1 | 7400 | Woody debris removal | Removal and pile on same parcel outside floodplain | 0 | $ 185,000.00 |
| C | Sills Creek-Chris Hoffner2 | 1458.88 | Woody Debris Removal | Removal and pile on same parcel outside floodplain | 0 | $ 36,472.00 |
| TOTALS: | | 12558.88 | | | 0 | $ 313,972.00 |

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|---|---|---|---|---|---|---|
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| | | | | | | |

**Project Timeline**

| | Time Period | Milestones |
|---|---|---|
| A | July - Sept 2022 | Receive contract, finalize contract, and put out for bids. |
| B | Oct - Dec 2022 | Begin work on debris removal if winning bid can begin work. |
| C | Jan - Mar 2023 | Debris removal |
| D | Apr - June 2023 | Debris removal |
| E | July - Sept 2023 | Debris removal |
| F | Oct - Dec 2023 | Debris removal |
| G | Jan - Mar 2024 | Expect debris removal to be complete and payment requested |
| H | Apr - June 2024 | |
| I | July - Sept 2024 | |
| J | Oct-Dec 2024 | |

## CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

### 2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

---

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

| Place(s) of Performance (Street address, city, county, state, zip code) | |
|---|---|
| GPS: 35° 43' 45.62" N 80° 44' 44.93" W | Knox Road, Cleveland, NC 27013 |
| GPS: 35° 40' 09.35" N 80° 39' 11.06" W | Lentz Road, Mt. Ulla, NC 28125 |
| GPS: 35° 39' 54.91" N 80° 39' 17.85" W | Lentz Road, Mt. Ulla, NC 28125 |

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

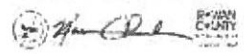
As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

**As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.**

| | |
|---|---|
| ROWAN COUNTY | |
| Grantee Organization Name | |
|  | 09/07/2022 |
| Signature of Authorized Representative | Date |
| AARON CHURCH | COUNTY MANAGER |
| Printed Name of Authorized Representative | Title |

Attachment D

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

**GRANTEE INFORMATION:**

Grantee Name: County of Rowan

County of Residence: Rowan

District Number *(MUST BE FILLED IN)*: 8

Tax Id Number: 56-6000336

UEI Number**: GCB7UCV96NW6

I have started the UEI process but not received a UEI number.

**Due to the SAM.gov migration from DUA Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: 06/30
(MM/DD) Format

Grantee's Website: www.rowancountync.gov

**PROJECT INFORMATION:**

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Rowan County was est. in 1753; appx ~1300 employees. Rowan Soil & Water Dist. Mission: To provide Rowa citizens with technical assistance and financial resources to carry out scientifically sound, sustainable practices that conserve soil & water.

Current project timeline: Begin date 08/2022

End Date 03/2024

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300*

Removal of debris from streams in Rowan County to mitigate flooding. Debris will be snagged from streams and removed from the 100 year floodplain for disposal at the landowners' discretion.

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

- [x] Single County
- [ ] Regional**
  - [ ] Mountains
  - [ ] Piedmont
  - [ ] Inner Coastal Plain
  - [ ] Tidewater
- [ ] Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

## CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

| SECTION I. | |
|---|---|
| Date: | 8/31/2022 |
| Legal Applicant Organization/Agency Name: | COUNTY OF ROWAN |
| Federal Tax Identification Number: | 56-6000336 |

**SECTION II.**

Certification:
By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)~~

| ~~Board Chair, Executive Director, etc.~~ | ~~Financial Representative, Treasurer, etc.~~ |
|---|---|
| Print Name & Title: | Print Name & Title: |
| Signature: | Signature: |

GOVERNMENTAL ENTITIES (Must match Contract signature)

| Authorized Governmental Official | Chief Fiscal Officer |
|---|---|
| Print Name & Title:<br>AARON CHURCH, COUNTY MANAGER | Print Name & Title:<br>ANNA BUMGARNER, DIRECTOR OF FINANCE |
| Signature: | Signature: |

## Streamflow Rehabilitation Assistance Progam Project Invoice Form (ver. 1, 4/2022)

Attachment H

| | | | |
|---|---|---|---|
| Please fill in Parts 1-7 and send, along with necessary backup, to: | Heather.Reichert@ncagr.gov | NOG NOT on SFL | ○ |
| Payee Organization Name | | Invoice # | |
| 1 Project Name: | Streamflow Rehab Project | Payment Authorization | |
| Contract Number | | Tax ID # | |
| Contract Expiration Date | | PO Line | |
| Request No.: | Date: | Payment Amount | |

| Contract Amount: | | Amount contract Funds Remaining: | | $0.00 |
|---|---|---|---|---|
| | a | b | c | d |
| 2 Activity | Contract Budget | Previously Spent from contract Budget | Total spent this invoice period from contract Budget | Total spent to date from contract Budget |
| SIRAP Contracts | | | | $ - |
| | | | Amount Requested this Invoice | $ - |

| ALL MATCHING FUNDS: | e | f | g | h |
|---|---|---|---|---|
| 3 Activity | Budgeted Match | Previously Reported Matching Funds | Total matching funds this invoice period: | Total matching funds to date: |
| Cash | | | | $ - |
| In-Kind | | | | $ - |
| Total | $ - | $ - | $ - | $ - |

| Progress on Stream Segments: | | | | |
|---|---|---|---|---|
| 4 Segment Description (Please refer to Scope of Work) *Please add rows as needed* | Feet Planned for Treatment | Feet of Stream Completed this Invoice | Total Feet of Stream Completed | Beaver Dams Removed |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | 0 | 0 | 0 | 0 |

| Progress on PL-566 Watershed Stucture Improvement: | | | | |
|---|---|---|---|---|
| 5 Planned Improvement (Please refer to Scope of Work) *Please add rows as needed* | Description of Completed Action | | | Extent of Completed Action (e.g., cu. yd. of sediment removed) |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | 0 | 0 | 0 | |

| Administration/Technical Assistance (Not to exceed 15% of total expended contract funds, not including matching funds) | Admin allowed (15% max): | Admin Previously Invoiced : | Total Admin this Invoice | Total Admin Invoiced to Date |
|---|---|---|---|---|
| | $ - | | | $ - |
| Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, Salary/Benefits for existing salaried staff not eligible, without prior written approval, Must attach supporting documentation) Please add rows as needed | Salary/Benefits | Equipment | Supplies | Total |
| 6 | | | | $ - |
| | | | | $ - |

| | |
|---|---|
| 7 Submitted by: | |
| Title | |
| Signature: | |
| E-mail Address: | |
| Telephone Number: | |

**DSWC Project Inspection Certification**

I certify that I have inspected the work completed and reported on the progress report and recommend approval of payment for this invoice.

Signature of DSWC or NRCS certifying official _____ Date _____

Please direct questions about this form to Heather Reichert, at (919)707-3788 or Heather.Reichert@ncagr.gov.

# BA-01-623 - BOC 08-07

Final Audit Report 2023-07-26

| | |
|---|---|
| Created: | 2023-07-26 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAdZZajKiDIPe1NLiB94A2wz9pV72T6aRC |

## "BA-01-623 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-26 - 12:44:16 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-26 - 12:45:11 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-26 - 8:32:35 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-26 - 8:32:35 PM GMT

Adobe Acrobat Sign

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize NC State Grant for Town of Spencer Yadkin River Business and Recreation Park

Prepared by: Leslie Boyd
Date: 7/25/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | E/R | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Revenue - Other State Grants | R | 1144112-431014 | 75,000 | |
| Grant Expenditure | E | 1154112-585000 | 75,000 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-625 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 26, 2023 | | Date: | Posted by: |
| Signature: Anna R Bumgarner | | Signature: | Approved by: |

# Appendix A
## Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

| | |
|---|---|
| **1. Organization:** | County of Rowan |
| **2. Grant ID:** | 20542 |

**3. Scope of Work, Objectives, Results, Performance Measures:**

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

| | |
|---|---|
| Objective(s): | OBJECTIVE 1: Rowan-Cabarrus Community College (RCCC) to acquire land necessary to build Technology Education Complex (Rowan County), with target completion date by 06/30/23.<br><br>OBJECTIVE 2: Town of Spencer to develop Master Plan for Yadkin River Business and Recreational Park and Associated Projects. Associated Projects would include connection of Yadkin River Business and Recreational Park to downtown business area, NC State Transportation Museum, and other Town amenities via NCDOT Project EB-5861. Target completion date of 06/30/2024. |
| Expected Results: | I. OBJECTIVE 1—RCCC acquires the land to build Technology Education Complex (TEC). The additional acres will support the bond-funded Technology Education Complex (TEC) planned for Rowan-Cabarrus' North Campus. The TEC is envisioned to include the construction of four (4) new buildings and will: 1) expand and enhance the programming capabilities of welding, machining, and automotive, 2) provide a fire training decontamination station, 3) provide a designated space for the College's Career and College Promise/Early College students<br>II. OBJECTIVE 2—Town of Spencer completes Master Plan for Yadkin River Business and Recreational Park and Associated Projects. |
| Performance Measure(s): | OBJECTIVE 1: RCCC acquires the land to build Technology Education Complex by the target completion date.<br><br>OBJECTIVE 2: Town of Spencer completes Master Plan for Yadkin River Business and Recreational Park and Associated Projects by the target completion date. |

| 4. Sub-grants: | | | | | | |
|---|---|---|---|---|---|---|
| a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization? | | Yes | ✓ | No | | |
| If yes, answer the following: | | | | | | |
| b. Name of Sub-recipient | c. Program Name | d. Amount to Sub-recipient | | | | |
| Rowan-Cabarrus Community College | Technology Education Complex | $425,000 | | | | |
| Town of Spencer | for Yadkin River Business and Recreation Park and Associate | $75,000 | | | | |
| | | | | | | |

**5. Budget:**

Below are general expenditure descriptions that can serve as a ***guide*** for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( 07/01/2022 ) and ending ( 06/30/2024 ).

| EXPENDITURE DESCRIPTION | AMOUNT |
|---|---|
| **Employee Expenses** (e.g. program related staffing). | 58,500 |
| **Services and Contract Expenses** (e.g. utilities, telephone, data, lease related expenses) | 1,500 |
| **Goods** (e.g. supplies and equipment) **Expenses** | 7,500 |
| **Administration Expenses** (e.g. overhead & project management) | 7,500 |
| **Other Expenses** (e.g. related charges not assigned above and described by recipient) | 425,000 |
| **Total Beginning Balance of the Project Fund** | 500,000 |

**Provide a breakdown of estimated expenses for each category below or as an attachment.**

See Attachment 1.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

| Aaron Church | County Manager |
|---|---|
| Printed Name | Title |
| ROWAN COUNTY | Feb 22, 2023 |
| Signature | Date |

## SCOPE OF WORK ATTACHMENT 1: Breakdown of Estimated Expenses

OBJECTIVE 1 (Rowan-Cabarrus Community College)
Land purchase (Other Expenses): $425,000

OBJECTIVE 2 (Town of Spencer)
Project will be contracted to a consulting firm in a lump sum amount. Listed amounts are estimates based on previous projects of this type. Actual cost breakdowns by categories can be provided as quotes are received from, and contracts let to consultants.

# Combined-Spencer-RCCC-Scope_of_Work

Final Audit Report 2023-02-22

| | |
|---|---|
| Created: | 2023-02-22 |
| By: | Ann Kitalong-Will (ann.kitalong-will@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA1IIpfXDKizlmjoUZBTlhcpDkzxkSDunl |

## "Combined-Spencer-RCCC-Scope_of_Work" History

Document created by Ann Kitalong-Will (ann.kitalong-will@rowancountync.gov)
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2023-02-22 - 9:28:17 PM GMT

Email viewed by Aaron Church (aaron.church@rowancountync.gov)
2023-02-22 - 9:37:27 PM GMT

Document e-signed by Aaron Church (aaron.church@rowancountync.gov)
Signature Date: 2023-02-22 - 9:37:40 PM GMT - Time Source: server

Agreement completed.
2023-02-22 - 9:37:40 PM GMT

Adobe Acrobat Sign

# North Carolina Office of State Budget and Management

**Contract # 20542**

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Rowan County (the "RECIPIENT") (referred to collectively as the "Parties").

1. **EFFECTIVE TERM:**

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2022, through June 30, 2024. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. **RECIPIENT'S DUTIES:**

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2022-74. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2022-74. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed $500,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) _____
b. Electronic Payment Form & Supporting Document _____
c. Scope of Work -- Appendix A _____
d. Policy addressing conflicts of interest _____
e. **Sworn** Statement of no overdue tax debts _____

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2022-74, Section 5.3; and 24.2.

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $120,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

**3. AGENCY'S DUTIES & PAYMENT PROVISIONS:**

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2022-74 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until June 30, 2024.

**4. FUNDS MANAGEMENT:**

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and

ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

**5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:**

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

**6. AGREEMENT ADMINISTRATORS:**

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

| RECIPIENT and AGENCY Point of Contact | |
|---|---|
| RECIPIENT Contract Administrator | AGENCY Contract Administrator |
| Name: Ann Kitalong-Will<br>Email: ann.kitalong-will@rowancountync.gov<br>Direct Phone: 980-565-5159<br>Fiscal year end MONTH: JUNE | Cole Jordan<br>NC Office of State Budget and Management<br>116 West Jones Street, 5th Floor<br>Raleigh, NC 27603<br><br>Direct Phone: 984-236-0633<br>Email: NCGrants@osbm.nc.gov |

7. **MONITORING AND AUDITING:**

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. **TAXES:**

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. **SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. **COMPLIANCE WITH LAW:**

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

**11. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

**12. AMENDMENTS:**

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

**13. AGREEMENT CLOSE-OUT PROCESS:**

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**14. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

**RECIPIENT NAME**

| Signature | Date |
|---|---|
| Aaron Church | County Manager |
| Printed Name | Title |

DocuSign Envelope ID: 79068849-D190-4861-B6FB-C12C7B762263

**NC OFFICE OF STATE BUDGET AND MANAGEMENT**

Signature Date

Printed Name Title

# BA-01-625 - BOC 08-07

Final Audit Report 2023-07-26

| | |
|---|---|
| Created: | 2023-07-26 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzeLCWKoJuXoNGVJeupuLdF9IzKpdAark |

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Agreement completed.
2023-07-26 - 8:30:31 PM GMT

Adobe Acrobat Sign

## ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for FY23 encumbrances

Prepared by: Teresa Sharpless
Date: 8/2/2023

BUDGET INFORMATION:

| Account Number | R/E | ACCOUNT DESCRIPTION | Increase | Decrease |
|---|---|---|---|---|
| 1154112-575000 | E | C/A - EQUIPMENT (RADIOS) | 7,949,883.00 | |
| 1154112-583114 | E | WOODLEAF COMMUNITY PARK | 691,346.00 | |
| 1154112-583114-7030 | E | WOODLEAF COMMUNITY PARK | 279,325.00 | |
| 1154112-532017 | E | CONSULTING SERVICES | 46,176.00 | |
| 1154112-532010 | E | ATTORNEY | 25,000.00 | |
| 1154112-574004 | E | C/A: ROWAN TRANSIT RELOCATION | 24,430.00 | |
| 1154134-583118 | E | ADA TRANSITION PLAN | 47,038.00 | |
| 1154135-543005 | E | R&M-BUILDINGS | 17,226.00 | |
| 1154330-575090 | E | C/A-FURN&EQUIP | 237,488.00 | |
| 1154332-575035 | E | C/A - VEHICLES | 9,105.00 | |
| 1154371-575035 | E | C/A - VEHICLES | 1,644,425.00 | |
| 1154410-575035 | E | C/A - VEHICLES | 197,070.00 | |
| 1154410-575036 | E | C/A:VEHICLE EQUIPMENT | 65,590.00 | |
| 1154410-556000 | E | UNIFORMS | 62,890.00 | |
| 1154410-575037 | E | C/A:VEH EQMT INSTALLATION | 18,630.00 | |
| 11544162-575005 | E | C/A:ASSET FORFEITURE | 51,500.00 | |
| 11544165-575085 | E | C/A:ASSET FORFEITURE | 72,582.00 | |
| 1156110-573000-7030 | E | C/A - BLDG | 20,925.00 | |
| 1143390-495000 | R | APPROPRIATED FB - UNRESTRICTED | 11,460,629.00 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: LHB ✓ | | Approved: | Budget Revision # 01-642 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 8/2/23 | | Date: | Posted by: |
| Signature: Lea F. Berrier | | Signature: | Approved by: |

| Org | Object | Project | Project Strings | Description | BA Needed | |
|---|---|---|---|---|---|---|
| 1154112 | 575000 | | | C/A - EQUIPMENT (RADIOS) | 7,949,882.01 | |
| 1154112 | 583114 | | | WOODLEAF COMMUNITY PARK | 691,346.00 | |
| 1154112 | 583114 | 7030 | | WOODLEAF COMMUNITY PARK | 279,325.00 | |
| 1154112 | 532017 | | | CONSULTING SERVICES | 46,176.00 | |
| 1154112 | 532010 | | | ATTORNEY | 25,000.00 | |
| 1154112 | 574004 | | | C/A: ROWAN TRANSIT RELOCATION | 24,430.00 | |
| 1154134 | 583118 | | | ADA TRANSITION PLAN | 47,037.18 | |
| 1154135 | 543005 | | | R&M-BUILDINGS | 17,226.00 | |
| 1154330 | 575090 | | | C/A-FURN&EQUIP | 237,488.00 | |
| 1154332 | 575035 | | | C/A - VEHICLES | 9,104.37 | |
| 1154371 | 575035 | | | C/A - VEHICLES | 1,644,424.08 | |
| 1154410 | 575035 | | | C/A - VEHICLES | 197,070.00 | |
| 1154410 | 575036 | | | C/A:VEHICLE EQUIPMENT | 65,590.00 | |
| 1154410 | 556000 | | | UNIFORMS | 62,889.32 | |
| 1154410 | 575037 | | | C/A:VEH EQMT INSTALLATION | 18,630.00 | |
| 11544162 | 575005 | | | C/A:ASSET FORFEITURE | 51,500.00 | |
| 11544165 | 575085 | | | C/A:ASSET FORFEITURE | 72,582.00 | |
| 1156110 | 573000 | 7030 | | C/A - BLDG | 20,925.00 | |
| | | | | | | 11,460,624.96 |

# BA-01-642 - BOC 08-07

Final Audit Report 2023-07-26

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|---|---|
| Created: | 2023-07-26 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAPAxruRHXeMXFWXMYc2j5IaN1X6nh6j08 |

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Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-26 - 8:28:38 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-26 - 8:28:38 PM GMT

Adobe Acrobat Sign

## ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for FY23 encumbrances

Prepared by: Teresa Sharpless

Date: 7/26/2023

BUDGET INFORMATION:

| Account Number | R/E | ACCOUNT DESCRIPTION | Increase | Decrease |
|---|---|---|---|---|
| 3758093-577005 | E | CIP - BUILDINGS | 22,264,739.00 | |
| 3758093-577010 | E | CIP - ARCHITECT | 242,845.00 | |
| 3744124-495000 | R | APPROPRIATED FB - UNRESTRICTED | 22,507,584.00 | |
| | | | | |
| 5156010-590003 | E | CLAIMS EXPENSE | 126,431.00 | |
| 5146010-495000 | R | APPROPRIATED FB - UNRESTRICTED | 126,431.00 | |
| | | | | |
| 6154720-574011 | E | C/A-LANDFILL CELL | 10,678,623.00 | |
| 6144720-495000 | R | APPROPRIATED FB - UNRESTRICTED | 10,678,623.00 | |
| | | | | |
| 6354550-573011 | E | C/A - HANGAR | 307,405.00 | |
| 6354550-574069 | E | C/A-INSTRUMENT LANDING SYSTEM | 209,997.00 | |
| 6354550-533064 | E | TREE REMOVAL SERVICES | 179,083.00 | |
| 6354560-533001 | E | CONTRACTED SERVICES | 16,351.00 | |
| 6354560-574000 | E | C/A - OTHER IMPROVEMENTS | 4,650.00 | |
| 6344550-495000 | R | APPROPRIATED FB - UNRESTRICTED | 696,485.00 | |
| 6344560-495000 | R | APPROPRIATED FB - UNRESTRICTED | 21,001.00 | |
| | | | | |
| 20900-100 -575035-017 | E | C/A - VEHICLES | 36,418.00 | |
| 20910-100 -573000-114 | E | C/A - BLDG | 2,625.00 | |
| 7344119-495000 | R | APPROPRIATED FB - UNRESTRICTED | 39,043.00 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-643 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 26, 2023 | | Date: | Posted by: |
| Signature: Anna R Bumgarner | | Signature: | Approved by: |

| Org | Object | Project | Project Strings | Description | BA Needed | |
|---|---|---|---|---|---|---|
| 1154112 | 575000 | | | C/A - EQUIPMENT (RADIOS) | 7,949,882.01 | |
| 1154112 | 583114 | | | WOODLEAF COMMUNITY PARK | 691,346.00 | |
| 1154112 | 583114 | 7030 | | WOODLEAF COMMUNITY PARK | 279,325.00 | |
| 1154112 | 532017 | | | CONSULTING SERVICES | 46,176.00 | |
| 1154112 | 532010 | | | ATTORNEY | 25,000.00 | |
| 1154112 | 574004 | | | C/A: ROWAN TRANSIT RELOCATION | 24,430.00 | |
| 1154134 | 583118 | | | ADA TRANSITION PLAN | 47,037.18 | |
| 1154135 | 543005 | | | R&M-BUILDINGS | 17,226.00 | |
| 1154330 | 575090 | | | C/A-FURN&EQUIP | 237,488.00 | |
| 1154332 | 575035 | | | C/A - VEHICLES | 9,104.37 | |
| 1154371 | 575035 | | | C/A - VEHICLES | 1,644,424.08 | |
| 1154410 | 575035 | | | C/A - VEHICLES | 197,070.00 | |
| 1154410 | 575036 | | | C/A:VEHICLE EQUIPMENT | 99,290.43 | |
| 1154410 | 556000 | | | UNIFORMS | 62,889.32 | |
| 1154410 | 575037 | | | C/A:VEH EQMT INSTALLATION | 18,630.00 | |
| 11544162 | 575005 | | | C/A:ASSET FORFEITURE | 51,500.00 | |
| 11544165 | 575085 | | | C/A:ASSET FORFEITURE | 72,582.00 | |
| 1156110 | 573000 | 7030 | | C/A - BLDG | 20,925.00 | |
| | | | | | | 11,494,325.39 |
| 3758093 | 577005 | | | CIP - BUILDINGS | 22,264,738.50 | |
| 3758093 | 577010 | | | CIP - ARCHITECT | 242,844.45 | |
| | | | | | | 22,507,582.95 |
| 5156010 | 590003 | | | CLAIMS EXPENSE | 126,430.67 | |
| | | | | | | 126,430.67 |
| 6154720 | 574011 | | | C/A-LANDFILL CELL | 10,678,622.39 | |
| | | | | | | 10,678,622.39 |
| 6354550 | 573011 | | | C/A - HANGAR | 307,404.28 | |
| 6354550 | 574069 | | | C/A-INSTRUMENT LANDING SYSTEM | 209,996.70 | |
| 6354550 | 533064 | | | TREE REMOVAL SERVICES | 179,082.90 | |
| 6354560 | 533001 | | | CONTRACTED SERVICES | 16,351.01 | |
| 6354560 | 574000 | | | C/A - OTHER IMPROVEMENTS | 4,650.00 | |
| | | | | | | 717,484.89 |
| 7354119 | 575035 | | 20900-100 -575035-017 | C/A - VEHICLES | 36,417.47 | |
| 7354119 | 573000 | | 20910-100 -573000-114 | C/A - BLDG | 2,625.00 | |
| | | | | | | 39,042.47 |
| | | | | | 45,563,488.76 | 45,563,488.76 |

# BA-01-643 - BOC 08-07

Final Audit Report 2023-07-26

| | |
|---|---|
| Created: | 2023-07-26 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAW0uSk3So67-_3C8EJ3AT2bM3BkfetutO |

## "BA-01-643 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Signature Date: 2023-07-26 - 8:36:19 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-26 - 8:36:19 PM GMT

Adobe Acrobat Sign

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Register of Deeds. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 07/26/23

BUDGET INFORMATION: Reviewed:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Fund Balance Restricted | R | 1144181-495010 | 80,907 | |
| Contracted Services | E | 1154181-533001 | 40,907 | |
| C/A - Equipment | E | 1154181-575000 | 40,000 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-653 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 26, 2023 | | Date: | Posted by: |
| Signature: Anna R Burngasser | | Signature: | Approved by: |

**ROWAN COUNTY**
**REGISTER OF DEEDS - RESERVED FOR AUTOMATION AND ENHANCEMENT PRESERVATION FUND**
**For Fiscal Year Ended June 30, 2023**

| | Account Number | Account Name | Balance |
|---|---|---|---|
| Beginning balance | | | $ 149,302.85 |
| Revenues | 1144181-425002 | Automation and Enhancement Fund | 72,885.19 |
| Sub-total | | | 222,188.04 |
| Less: | 1154181-533001 | Contracted Services | (37,622.69) |
| | 1154181-534030 | Tech Serv & Maint | (12,480.00) |
| | 1154181-553005 | Telephone | - |
| | 1154181-561005 | Office Supplies | (4,567.12) |
| | 1154181-561095 | Other Small Equipment | (1,898.00) |
| | 1154181-564060 | Microfilm | (4,587.40) |
| | 1154181-575000 | C/A: Equipment | (55,326.26) |
| | 1154181-576030 | F/A: Equipment/Furnishings | - |
| Ending Balance | | | $ 105,706.57 |
| Ending Balance | | | $ 105,706.57 |
| FY 2024 Fund Balance Restricted | | | (24,800.00) |
| FY 2024 BA Expenses | | | $ 80,906.57 |

**Boyd, Leslie H**

---

**From:** Bevis, Lisa F
**Sent:** Wednesday, July 26, 2023 10:09 AM
**To:** Boyd, Leslie H
**Subject:** FW: FY23 Reserves

**From:** Aldridge, Shane M <Shane.Aldridge@rowancountync.gov>
**Sent:** Wednesday, July 26, 2023 9:19 AM
**To:** Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
**Subject:** RE: FY23 Reserves

Good morning, Lisa

I hope you are having a great week so far.

I spoke with John and we would like the funds to be allocated as follows:

**1154181-533001 Contracted Services: $40,907.00**
**1154181-575000 C/A – Equipment: $40,000.00**

Thank you!!!

**Shane M. Aldridge**
**Senior Assistant Register of Deeds**
**Rowan County Register of Deeds**
402 N. Main St. | Suite 102 | Salisbury, NC 28144
P (704) 216-8642 | F (704) 216-8644
**www.rowancountync.gov/rod**

**From:** Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
**Sent:** Monday, July 24, 2023 10:13 AM
**To:** Aldridge, Shane M <Shane.Aldridge@rowancountync.gov>
**Cc:** Boyd, Leslie H <Leslie.Boyd@rowancountync.gov>
**Subject:** FY23 Reserves

Hi Shane,
Which expense accounts would you like the FY23 ROD reserves, approximately $80,907, to be carried forward into in FY24?
Thanks.
Lisa

Lisa F. Bevis | Assistant Finance Director
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] 704-216-8162 [f] 704-216-8166
www.rowancountync.gov

# BA-01-653 - BOC 08-07

Final Audit Report 2023-07-26

| | |
|---|---|
| Created: | 2023-07-26 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAACS8OIzI9QXHox9-DzgbxEaPmqvtt_WVf |

## "BA-01-653 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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2023-07-26 - 7:59:22 PM GMT

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Signature Date: 2023-07-26 - 8:17:39 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-26 - 8:17:39 PM GMT

Adobe Acrobat Sign

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for Parks & Recreation. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 07/26/23

BUDGET INFORMATION: Reviewed:_____

| ACCOUNT TITLE | | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Fund Balance-Restricted | R | 1146231-495010 | 28,146 | |
| Senior Games Activities | E | 1156231-583054 | 28,146 | |
| | | | | |
| | | | | |
| Fund Balance-Restricted | R | 1146231-495010 | | 836 |
| Donations | E | 1156231-583041 | | 836 |
| | | | | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-654 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 26, 2023 | | Date: | Posted by: |
| Signature: Anna R Burrgaiser | | Signature: | Approved by: |

**ROWAN COUNTY**
**PARKS DEPARTMENT - RESERVES**
**For Fiscal Year Ended June 30, 2023**

| Project Areas | Beginning Balance | Revenue Acct Number | Add: YTD Revenues | Expense Acct Number | Less: YTD Expenses | Ending Balance | Original Budget 2024 Expenditures | Carryforward to FY 2024 BA | Carryforward to FY 2024 Balance |
|---|---|---|---|---|---|---|---|---|---|
| Golf Donations | 985.00 | 1146230-464019 | - | 1156230-583047 | - | 985.00 | - | - | 985.00 |
| Murtis Nicholas Memorial | 96,296.23 | 1146230-464058 | 800.00 | 1156230-583041 | - | 97,096.23 | - | - | 97,096.23 |
| Restricted Donations | 7,839.92 | 1146231-464100 | 1,566.30 | 1156231-583041 | (2,402.52) | 7,003.70 | 7,840.00 | (836.30) | - |
| Senior Games Donations | 37,144.71 | 1146231-464020 | 9,805.00 | 1156231-583054 | (8,803.79) | 38,145.92 | 10,000.00 | 28,145.92 | - |
| Ellis Park Fund Donations | 3,583.71 | 1146237-464100 | 200.00 | | - | 3,783.71 | - | - | 3,783.71 |
| Sloan Park Fund | 11,354.50 | 1146238-464100 | 100.00 | 1156238-583097 | - | 11,454.50 | - | - | 11,454.50 |
| Sloan Park - Historic Tree Fd. | 5,533.89 | | | | - | 5,533.89 | - | - | 5,533.89 |
| Dunn's Mountain Park | 14,246.71 | 1146239-464100 | - | 1156239-583097 | - | 14,246.71 | - | - | 14,246.71 |
| | $ 176,984.67 | | $ 12,471.30 | | $ (11,206.31) | $ 178,249.66 | $ 17,840.00 | $ 27,309.62 | $ 133,100.04 |

# BA-01-654 - BOC 08-07

Final Audit Report 2023-07-26

| | |
|---|---|
| Created: | 2023-07-26 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJeZ_BUDfBF9yZ3euiUenFHclULxa5rGQ |

## "BA-01-654 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Signature Date: 2023-07-26 - 8:13:39 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-26 - 8:13:39 PM GMT

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# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for the Library. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 07/24/23

BUDGET INFORMATION: Reviewed:_____

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Appropriated FB - Restricted | R | 1146115-495010 | 26,679 | |
| Memorial/Gifts Expense | E | 1156115-582035 | 26,679 | |
| | | | | |
| | | | | |
| | | | | |
| Cannon Foundation Grant | R | 1146110-431004-43100 | 924 | |
| Other Small Equipment | E | 1156110-561037-43100 | 924 | |
| | | | | |
| | | | | |
| Robertson Grant | R | 1146110-431131-30011 | 30,000 | |
| Salaries - Part Time | E | 1156110-510015-30011 | 27,750 | |
| Medicare Tax | E | 1156110-520010-30011 | 410 | |
| Social Security | E | 1156110-520020-30011 | 1,730 | |
| Workers Compensation | E | 1156110-520025-30011 | 110 | |
| | | | | |
| Restricted Local Grants | R | 1146110-464099-30011 | 10,094 | |
| Salaries - Part Time | E | 1156110-510015-30011 | 9,352 | |
| Medicare Tax | E | 1156110-520010-30011 | 137 | |
| Social Security | E | 1156110-520020-30011 | 581 | |
| Workers Compensation | E | 1156110-520025-30011 | 24 | |
| | | | | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-1655 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 27, 2023 | | Date: | Posted by: |
| Signature: Anna R Bumgarner | | Signature: | Approved by: |

**ROWAN COUNTY**
**LIBRARY - RESERVES**
**For Fiscal Year Ended June 30, 2023**

| | | | | | |
|---|---|---|---|---|---|
| Beginning Balance | | | $ 46,366.74 | | |
| Revenues: | | | | | |
| Library Federal Aid Grant | 1146110-431083 | | | | |
| Library Non-Recur State Aid Grant | 1146110-434069-6102 | 109,834.00 | | | |
| Library State LSTA Grant | 1146110-434082 | 30,723.00 | | | |
| SLNC Bright Ideas Grant | 1146110-434087-6101 | 8,077.53 | | | |
| Cannon Foundation Grant | 1146110-431004-43100 | 25,000.00 | | | |
| Robertson Grant | 1146110-431131 | | | | |
| Robertson Grant | 1146110-431131 | | | | |
| Restricted Local Grants | 1146110-464099-30011 | 13,500.00 | | | |
| Restricted Donations | 1146115-464100 | 1,123.35 | 190,257.88 | | |
| Expenditures: | | | | | |
| Library Non-Recur State Aid Grant | 1156110-564005/575090-6102 | | | | |
| Grant: LSTA | 1156110-575090 | 30,723.00 | | | |
| Library State LSTA Grant | 1156110-561095/576000/575090-6101 | 8,077.53 | | | |
| Cannon Foundation Grant | 1156110-561037/561095/576030-43100 | 24,076.21 | | | |
| Robertson Grant | 1156110-510015/520010/520020/520025-30008 | | | | |
| Robertson Grant | 1156110-51015/520010/520020/520025-30011 | | | | |
| Restricted Local Grants | 1156110-51015/520010/520020/520025-30011 | 3,405.99 | | | |
| R&M - Vehicles | 1156115-543020 | | | | |
| Other Small Equipment | 1156115-561095 | 4,670.00 | | | |
| Microfilm | 1156115-564060 | | | | |
| Periodicals | 1156115-564070 | | | | |
| C/A - Furn & Equipment | 1156115-575090 | | | | |
| F/A - Furn & Equipment | 1156115-576030 | 7,062.00 | | | |
| Memorials/Gifts Expense | 1156115-583035 | 18,290.94 | | | |
| Program Activities | 1156115-583000 | | | | |
| | | | 80,133.87 | | |
| Ending Balance | | | $ 147,531.05 | $ 26,679.25 | |

| | |
|---|---|
| 109,834.00 | Non-rec Grant |
| 923.79 | Cannon Grant |
| 10,000.00 | Restricted Local Grant |
| 94.01 | Restricted Local Grant |
| 26,679.25 | Bal from Begin Amount plus donations minus 6115 expenses |
| | This is the carry forward for non grant amounts |
| 147,531.05 | |

# GENERAL JOURNAL ENTRY

## FY-24

COPY

Date of Entries: July 13, 2023

Entries Prepared By: Leslie Boyd

Approved By: _____

Date Posted: _____

COPY

| JE# | ACCOUNT | EXPLANATION | DR | CR |
|---|---|---|---|---|
| | 11-243500 | Deferred Revenue | $ 109,834.00 | |
| | 1146110-434069-6102 | Library Non-Recur State Aid Grant | | $ 109,834.00 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | 11-243500 | Deferred Revenue | $ 923.79 | |
| | 1146110-431004-43100 | Cannon Foundation Grant | | $ 923.79 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | 11-243500 | Deferred Revenue | $ 10,000.00 | |
| | 1146110-464099-30011 | Restricted Local Grants | | $ 10,000.00 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | 11-243500 | Deferred Revenue | $ 94.01 | |
| | 1146110-464099-30011 | Restricted Local Grants | | $ 94.01 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | | Total | $ 120,851.80 | $ 120,851.80 |

COPY

# GENERAL JOURNAL ENTRY

## FY-23

Date of Entries: July 13, 2023

Entries Prepared By: Leslie Boyd LMB

Approved By: LRB

Date Posted: _____

copy

| JE# | ACCOUNT | EXPLANATION | DR | CR |
|---|---|---|---|---|
| | 1146110-434069-6102 | Library Non-Recur State Aid Grant | $ 109,834.00 | |
| | 11-243500 | Deferred Revenue | | $ 109,834.00 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | 1146110-431004-43100 | Cannon Foundation Grant | $ 923.79 | |
| | 11-243500 | Deferred Revenue | | $ 923.79 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | 1146110-464099-30011 | Restricted Local Grants | $ 10,000.00 | |
| | 11-243500 | Deferred Revenue | | $ 10,000.00 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | 1146110-464099-30011 | Restricted Local Grants | $ 94.01 | |
| | 11-243500 | Deferred Revenue | | $ 94.01 |
| | | ***Move Reserves from FY 23 to FY24*** | | |
| | | | | |
| | | | | |
| | | Total | $ 120,851.80 | $ 120,851.80 |

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL
**DATE:** 5/3/23
**SUBJECT:** GRANT AGREEMENT: Accept funding for RPL from the Blanche & Julian Robertson Foundation

The Blanche & Julian Robertson Family Foundation as awarded a second grant to the Rowan Public Library in the amount of $30,000. The funds will support the Salisbury Post Morgue Preservation Project (SPMPP) to digitize the archival material owned by the Salisbury Post. The SPMPP is an on-going collaboration between RPL and the Post to preserve these important historical documents and make them easily available to the public and historians.

**Recommendation**:
1. Approve accepting the funds awarded to Rowan Public Library from the Blanche & Julian Robertson Family Foundation.
2. Approve the attached BA to recognize the grant funds from Robertson Family Foundation to the Library.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Award Notification | 5/3/2023 | Exhibit |
| Award Acceptance | 5/3/2023 | Exhibit |
| Budget Amendment | 5/5/2023 | Cover Memo |

*Budgeted in FY23 but not received

# BA-01-655 - BOC 08-07

Final Audit Report 2023-07-27

| | |
|---|---|
| Created: | 2023-07-27 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAd11eyIPFYyfkLTIEw_W7S18sOkSWtFMq |

## "BA-01-655 - BOC 08-07" History

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Signature Date: 2023-07-27 - 3:24:48 PM GMT - Time Source: server- IP address: 24.123.188.14

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2023-07-27 - 3:24:48 PM GMT

Adobe Acrobat Sign

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Kelly Natoli, Assistant County Manager / Human Resources Director
**DATE:** 8/7/2023
**SUBJECT:** Additional Excess Liability NCACC

---

Adding $3 million in excess liability coverage. The additional premium cost is $119,609 for the period 8/8/2023 - 7/1/2024.

Board of Commissioners to approve an additional premium cost of $119,609 for an additional $3 million in excess liability coverage from NCACC.

**ATTACHMENTS:**
1. Sfn01p10023072711310

# NCACC Risk Management Pools
# Liability and Property

**08/08/2023 to 07/01/2024** Quoted on: **7/27/2023**

**Renewal Estimate** **EXCESS LIABILITY**

County or Entity: **Rowan County**

Excess Liability provides excess General Liability, Automobile Liability, Public Officials or Law Enforcement Liability limits. The Excess Liability comes into play when the primary limits have been exhausted. The Excess Liability allows the member to purchase a single increased limit, and use the limit where it is necessary. The Excess Liability does not increase each individual Liability limit, but is available in any covered Liability area should the need arise. The Pool's Excess Liability extends limits above the Pool's contract only.

Higher limits can be purchased in the form of the Excess Liability options as follows:

| EXCESS LIABILITY | ANNUAL CONTRIBUTION | SELECT LIMIT |
|---|---|---|
| $3,000,000 excess of $2,000,000 underlying | $ 119,609 | |

EXCESS LIABILITY LIMIT ONLY APLLES WHEN SELECTED.

**Approved by:**

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

***Please return this document with your signed proposal.***

**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:** 8/7/2023
**SUBJECT:** Sole-Source Cengage Learning - 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 Library uses Cengage Learning for the Gales Educational Courses. This agreement is to provide an annual subscription agreement with Cengage Learning not to exceed $12,089.08.

**Recommendation:**
Board of Commissioners to approve the sole-source and authorize the County Manager to approve an annual subscription agreement with Cengage Learning not to exceed $12,089.08.

**ATTACHMENTS:**
1. Quote

[http://www.gale.cengage.com/]

# QUOTE

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Prepared By: Mir Loving, Subscription Renewal Specialist, (800) 877-4253 x18464, mir.loving@cengage.com [mailto:mir.loving@cengage.com]

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07/26/2023
Pricing on this Proposal Guaranteed: 07/31/2023

Presented To: Melissa Oleen
Prepared By: Mir Loving, Subscription Renewal Specialist, (800) 877-4253 x18464, mir.loving@cengage.com (mir.loving@cengage.com)

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EMPOWER CHANGE

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Jody Farrow-Bennett, Purchasing and Contract Administration Director, Aaron Church, County Manager
**DATE:** 8/7/2023
**SUBJECT:** Award Feasibility Study for Dredging High Rock Lake - Geosyntec Consultants

---

Rowan County solicited Statements of Qualifications from interested and qualified professionals who specialize in feasibility studies and dredging large bodies of water. The County received these qualifications on Thursday, July 20, 2023. Four responses were received. After careful evaluation, completion of scoring and interviews, Geosyntec Consultants have been selected. The County would like to award Geosyntec Consultants with the opportunity to move to the next phase, and authorize the County Manager to begin negotiations on the scope of work and pricing for a future contract.

Attached are the RFQ request, Addendum, qualification response, evaluation and cost proposal letter.

**Recommendation:**
Board of Commissioners to award Geosyntec Consultants and authorize the County Manager to negotiate terms of the contract.

**ATTACHMENTS:**
1. Bid Document
2. Evaluation
3. Cost Proposal Request
4. RFQ
5. Addendum 1

Images Courtesy of Bing Maps

RFQ 2023-032

# Feasibility Study- Dredging High Rock Lake

July 20, 2023

*Prepared by:*

Geosyntec consultants

Geosyntec Consultants of NC, P.C.

Brian Weyer, PE
2501 Blue Ridge Road, Suite 430
Raleigh, North Carolina 27067
(704) 654-1133
brian.weyer@geosyntec.com

*Prepared for:*

130 West Innes Street, Suite 31
Salisbury, North Carolina 28144

Geosyntec Consultants
2501 Blue Ridge Road, Suite 430
Raleigh, North Carolina 27067

Geosyntec Consultants of NC, P.C.

July 20, 2023

Jody Farrow-Bennett
Rowan County Purchasing Department
130 West Innes Street, Suite 31
Salisbury, North Carolina 28144

**Subject: Statement of Qualifications in Response to RFQ 2023-032 Feasibility Study – Dredging High Rock Lake**

Dear Jody,

Geosyntec Consultants, Inc. (Geosyntec) appreciates the opportunity to submit this statement of qualifications to assist Rowan County (County) with a feasibility study for dredging High Rock Lake in response to the County's Request for Qualifications #2023-032 dated June 22, 2023 including Addendum #1 (the RFQ).

Our North Carolina dredging specialists are excited to apply our decades of dredging experience on this unique and critical opportunity! Sediments and dredging are a niche focus of Geosyntec so much so that we have a 200-person Sediment Action Group available and capable to solve project conditions. Working alongside our dredging specialists are a host of over 119 staff located in the Carolinas and Tennessee whose niche practices focus upon dams, stormwater control measures, hydraulic and hydrological modeling, sediment characterization, permitting, civil design and bid support, and construction administration and management. The day-to-day key staff to be dedicated to the projects include:

- Brian Weyer, PE, a North Carolina resident, grew up in Mooresville and spent many weekends in his youth fishing for bass on High Rock Lake. Brian brings over 11 years of applying his professional engineering skills to dredging projects – in-water dredging prisms, side slopes, material properties (geotechnical) and handling, landside staging / dewatering / access, logistics, and constructability. His experience not only includes a wide range of technical skills in the sediments and civil engineering fields, but also successful implementation of projects as Project Manager leading multiple-disciplinary teams on large design and construction projects not only in North Carolina but across a range of sites in the United States. He is cognizant to keep the client's best interests in mind throughout all phases of the project listening to the client and stakeholder groups to make sure the results of the project meet the objectives and needs of these groups.

- Corry Platt, CEP, brings 30 years and over 30 million cubic yards of dredging experience – assessment/planning/permitting, characterization, hydraulic and mechanical construction-phase, innovative dewatering, and beneficial reuse – from hands-on experience gained at project sites across the eastern US and internationally, including mechanically dredging a pond and reusing the dredged material at the West Cary Stream Restoration for the USACE and Town of Cary.

On the surface our project development sequence of work likely will mirror others…it's typical work elements: survey, characterize, quantify, design drawings, permit applications, bid support, construction-phase support. Our notable value add is we do it underwater and with mud, which is much different than our landside-project-experienced peers. We intend to leverage this experience for the County through:

- Cost-conscious and practical designs

- Focused pre-design investigations, assessments, and characterizations using vendors and subcontractors with proven past experience and specialty equipment and crews.

- Identifying, explaining, and implementing a holistic approach to the means and methods with a Sediments as a Resource mindset can result in a near-zero waste project, thousands of cubic yards of topsoil-equivalent dewatered sediments, reduced community impact (land disturbance, obnoxious odors, greenway closures, truck traffic, lost revenue, etc.), and less capital cost expenditure.

- Identifying appropriate and unique funding opportunities through available grant programs. Geosyntec has a proven track record of success with grants and other federal funding for our clients having written and or/assisted our clients in more than $110M in successful grant awards for federal, state, and local grant programs.

Our experience combines civil design, geotechnical analysis, water resources, dredging optimization, dredged material containment area design/management, beneficial use of dredged material, environmental permitting, ESG and resiliency.

We are excited about this opportunity and look forward to hearing from you! If you have any questions, please do not hesitate to contact Brian Weyer at (704) 654-1133.

Sincerely,

Corry Platt, CEP
Senior Principal
Corry.platt@geosyntec.com

Brian Weyer, PE (NC, OH, VA, MA)
Project Engineer
Brian.weyer@geosyntec.com

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# Experience of the Firm

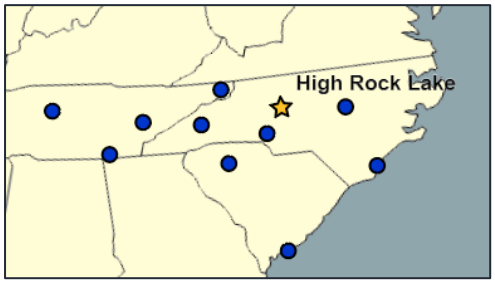
## Company Overview

Geosyntec Consultants of NC, P.C. (Geosyntec) is a consulting and engineering firm that works with private- and public-sector clients to address new ventures and complex problems involving our environment, natural resources, and civil infrastructure. Since our founding in 1983, we have built top tier practices to meet our clients' needs in civil site engineering and design; environmental planning and management; resilience and sustainability; water and natural resources; geotechnical and geological analysis, modeling, and engineering; contaminated site assessment and cleanup; transactional due diligence and consultation; and air quality management and air pollution control. In August 2021, Geosyntec bolstered our business capabilities and capacity within the coastal, ports, and waterfront markets with the acquisition of Applied Technology and Management (ATM), an international consulting firm specializing in marina and waterfront design, consulting and engineering, coastal engineering, and water resources engineering.

## Our Local Presence

Within North Carolina, Geosyntec serves our clients from four offices – Raleigh, Charlotte, Wilmington and Asheville – with 119 technical staff at offices in the Carolinas and Tennessee. Our regional resources are supported by the strength of our combined staff exceeding 1,900 engineers, scientists, and related technical and project support personnel from more than 90 offices in the U.S. and overseas. Our Project Manager, Brian Weyer, is based in Raleigh and is in close proximity to the site and can be available for site visits and in-person meetings as needed by the County.

***Geosyntec Local Office Locations***




## Experience with Similar Projects

Geosyntec is a national leader in sediment projects. **Geosyntec staff have worked on more than 200 sediment, wetland/marsh remediation, and restoration design projects** over several decades. Our investigation, dredging, remediation, and restoration experience includes sites with a range of sediment systems from small, intermittent flow streams to large man-made and natural lakes, ponds, rivers, estuaries, and bays. Our multidisciplinary approach brings together nationally recognized in-house specialists in engineering, construction management, ecology and biological sciences, environmental microbiology and geochemistry, risk assessment and applied toxicology, and wetland sciences to address the complex issues associated with contaminated sediment management. Geosyntec has worked at both coastal and freshwater sediment sites, working with municipalities, federal agencies, nonprofit organizations, and industrial clients under a variety of regulatory guidelines to bring critical thinking, cost-effective solutions to their sediment-related challenges.

**WATCH how Geosyntec assists clients with beneficial reuse of dredged sediments.**

Our applied project and research partnerships have led to cost-conscious designs and project implementations across:

- planning, design, and implementation of dredging, dredged material management (including beneficial reuse), and sediment management projects;
- dam safety and breach analysis, stormwater control measures selection and design;
- design of waterfront, water resource and transportation facilities;
- geotechnical and seismic analysis for critical infrastructure; and
- brownfield redevelopment, contamination assessment, remedial design and removals.

## Experience with Grants or Other Federal Funding Opportunities

Geosyntec's dedicated funding experts routinely assist public, private, and federal sector clients in navigating the often-complex system of funding applications, awards, and grant program requirements. Our grant writing expertise and understanding of alternative funding mechanisms can support your overall strategy for securing additional federal funds, local and state incentives/grants, and available tax credits.

Our team works to identify funding opportunities that can be applied for by our clients, mapping programs and resources to clients' capital projects. We approach funding research by evaluating their short- and long-term program objectives and the funding programs' eligibility criteria. We routinely work with our clients to establish grant eligibility, registration, workflows, application priorities, grant frameworks, partnerships, budgets, full grant applications, and submittal.

### PROVEN TRACK RECORD OF SUCCESSFUL FUNDING APPLICATIONS

Geosyntec's professional staff have written and/or assisted our clients in more than $110M in successful grant awards for federal, state, and local grant programs, including clean energy, infrastructure, water resources, redevelopment, coastal protection, and legacy environmental concerns

Augmenting our grant services and technical consulting services, Geosyntec also provides grant administration and funding resource support. This assistance can vary from supporting documentation to full engagement for the following:

- Pre-award activities, including preparation of grant work plans, application for federal assistance, and grant budget
- Preparation of quarterly reports and annual reports for site-specific or funding progress
- Disadvantaged Business Utilization Reports
- Financial Status Reports
- Eligibility determinations and database entry
- Narrative of funding and project success
- Environmental Justice and Justice 40 Plans and reporting
- Development of technical design and requests for proposal documents
- Community outreach support for both public meetings and one-on-one with stakeholders

**Grant Funding Experience**

**City of Jacksonville Beach & City of St. Augustine, FL FEMA Hazard Mitigation Grant Program**

Successfully secured funding for the City of Jacksonville Beach to rehabilitate and/or repair 29 oceanfront stormwater outfall structures. Assisted the City of St. Augustine in securing funds for resiliency improvements along the Avenida Menendez sea- wall to support larger City-led resilience and public waterfront access initiatives.

## Why Choose Geosyntec

Geosyntec possesses a unique set of capabilities and ingenuity to successfully deliver for Rowan County. Some of our key attributes and value-added services highlighted in this submittal include:

- Our experienced dredging practitioners know that the dredged material's end-use determine schedule, receiving facility layout and function, and material handling and bulking, which contributes to the selection of the dredging method and sizing, and defines engineering and permitting.
- Our sediments and dredging practitioners bring demonstrated successful projects in freshwater lakes and coastal waterways. We are trend-setters in dewatering and beneficial reuse performing several national firsts – innovative dewatering tool, thin-layer application on an active organic agricultural field, topsoil-equivalency for ecological restoration, and waste minimization – including securing grant funding, collaborating with university researchers, and engaging end users and community specialist interest groups.
- We're comfortable with critically assessing the physical (geotechnical) and chemical (pollutant) characteristics and developing constructible and practical dredging plans (including dredge management units in event certain locations or depth intervals requiring special handling and segregation).

- We're accustomed to translating the dredging-related jargon into common English!
- We are frequently in contact with NCDEQ, USACE, USEPA, and others. We regularly prepare and defend detailed designs and permit applications, if challenged by the regulator or external parties.
- Our project team is committed to listening and understanding our client's needs. We are open and honest about our capabilities with the goal of providing the highest quality product to the County.
- We serve as our client's grant program partner and ensure that their funding research, administration, and project execution are compliant and successful.

**Local Relevant Experience**
**Lake Mattamuskeet, North Carolina**

We're supporting the North Carolina Coastal Federation with performing a watershed scale study, assessing the dredging of its 7-mile long conveyance canal to improve water quality and reduce flooding.

## Examples of Relevant Experience

The following projects are Geosyntec contracts with similar sediment management and designs to the scope of work outlined in the RFQ documents. As demonstrated below, our team has a wide range of experience on projects in North Carolina and in multiple states across the country.

### Lake Sediment Removal Alternatives Evaluation and Design, Western Piedmont, NC

**Client:** Confidential Client

Relevance: Piedmont lake, hydraulic and mechanical dredging evaluation, in-lake rehandling and mechanical dredging, beneficial reuse

Geosyntec is working with a confidential client on sediment removal alternatives analysis and design documents for the dredging of sediment from a piedmont lake. The lake has received decades of sediment infill that reduced its storage capacity by over half, resulting in exposed sediment above normal pool elevation in upper reaches. For various reasons, the lake water level cannot be lowered and must remain at normal pool elevation over the course of any removal work. Upstream development has created a watershed that is heavily impacted by even small weather events, causing high streamflow velocities and flashy water levels in the lake. Typical of piedmont lakes, the wooded slopes constrain the construction work space and access.

Hydraulic dredging was ruled out largely due to vessel draft and the sediment's properties being inconsistent with mechanical press dewatering. Mechanical dredging with in-lake rehandling and dewatering using typical earthwork construction equipment (versus more expensive yet specialized dredging equipment) and a specialized, portable dam system able to be deployed in the lake to isolate the work area from high stream flows and flashy water levels. Implementing unique construction sequencing and techniques allowed the construction timeline to be significantly reduced over typical dredging methods, saving the client time and budget to execute the project, while reducing the impacts of weather events on the work.

Geosyntec determined the volume of accumulated sediment, generated practical alternatives, and designed a mechanical dredging program and engineering controls to reduce widespread future sedimentation. **Our team developed alternatives and associated cost estimates for dredging and sediment removal from the lake, evaluating both hydraulic and mechanical dredging options and mechanical removal with typical earthworks equipment and specialized amphibious dredging equipment.** The team has advanced the selected alternative to 100% design documents.

Project staff that are currently working on this project include, Brian Weyer, Corry Platt, Savannah Volkoff, Matthew Burnette, and Alessandra Braswell. This project has been under contract since August 2022 and is currently ongoing.

## Lake Mattamuskeet Watershed Restoration Plan and Dredging Plan, Hyde County, NC

**Client:** North Carolina Coastal Federation

Relevance: hydraulic and mechanical dredging alternatives, agricultural and wetland restoration beneficial reuse

The Lake Mattamuskeet watershed, located in Hyde County, floods frequently due to an insufficient gravity drainage system, sea level rise, and extreme weather events. Additionally, the lake is Clean Water Act Section 303(d)-listed for elevated pH and chlorophyll α, and the population of submerged aquatic vegetation has declined in the last several decades. To address these impairments, a coalition of county, state, and federal stakeholders collaborated in the development of a Lake Mattamuskeet Watershed Restoration Plan.

After securing funding through various entities, Geosyntec was selected to conduct a watershed-scale study evaluating engineering modifications to the drainage network to improve water management capabilities within the watershed and reduce flooding, under both existing and relative sea level rise (RSLR) scenarios.

Our team developed costing and operations scenarios for dredging of the southern drainage canal that has not been maintained since its initial construction, resulting in a potential dredging volume of over 300,000 CY of sediment. As part of this scope development, the Geosyntec team is evaluating disposal options for the dredged material that will **optimize timeline and costs for permitting and operations, including confined disposal facility placement and beneficial use supporting hundreds of acres of marsh restoration along the Pamlico Sound,** providing critical coastal resiliency to the shoreline of Hyde County.

Project staff that are currently working on the Lake Mattamuskeet project include Alessandra Braswell, Brian Weyer, Savannah Volkoff, Matthew Burnette, and Corry Platt. This project has been under contract since June 2020 and is currently ongoing.

## Lake Aldo Leopold Silt Recovery Project, Grayslake, IL

**Client:** Prairie Crossing Homeowners Association

Relevance – dredging alternatives, engineering & construction, environmental permits, multiple stakeholders

Prairie Crossing, a residential subdivision, is known as the premiere conservation design development in northeastern Illinois. The subdivision maintains over 175 acres of open space as native prairie or wetlands, including an actively managed 23-acre manmade lake. The lake, which is home to five Threatened and Endangered (T&E) Species requires periodic maintenance to keep its pristine habitat and water quality. Following shoreline restoration work led by Brian Valleskey in 2015 (with a previous employer), the PCHOA – Environmental Team retained Geosyntec for a multi-year phased sediment recovery project. **The Environmental Team desired a consultant experienced in lake management, dredging, and the management of dewatered sediments to execute the project in a way that preserves the natural character of the lake and surrounding green infrastructure investments.** Geosyntec has developed engineering designs, equipment specifications, and permit applications necessary to perform the work. The PCHOA – Environmental Team requested that Geosyntec manage the project from start through construction. The effort included the management of both specialty task subcontractors and the main contractor performing silt removal and dewatering. Geosyntec collaborated with the client to define the project based on representative lake sediments and desired protection levels for the surrounding shoreline, wetlands, and restored native prairie areas. As permitting needs and dewatering site uses

evolved, Geosyntec communicated to the client how permitting and construction timelines would be impacted with engineering revision(s) necessary to accommodate possible relocation of the sediment disposal area.

Beyond the development of engineering and construction documents, Geosyntec provided the services to obtain authorization for the unique permits associated with dredging return water and potential T&E impacts. Geosyntec helped to develop project targeted specifications that would minimize ecological impacts during the hydraulic sediment removal process ensuring the PCHOA can meet its stringent permitting requirements. Geosyntec also provided construction oversight to ensure the contractor complied with soil erosion and sediment control (SESC) specifications and used equipment and methods consistent with the engineering plans. Dredging is a niche service, and Geosyntec staff demonstrated their value numerous times by providing recommendations that eventually reduced the overall construction scope for the project. For example, based on a more thorough review of sediment analyses Geosyntec determined that the sediments were heavily biomass-based and could be removed with low suction equipment. Low suction equipment minimizes substrate disturbance and reduces horizontal sediment drift during dredging. **Additionally, Geosyntec recommended the silt recovery project be performed in two rather than three phases, thus reducing the overall timeline and saving more than $100,000 in mobilization and property restoration costs.**

Staff currently supporting the Lake Aldo Leopold project include Brian Valleskey. The project has been under contract since 2021 and is currently ongoing.

## Miacomet Pond Dredging Design Project – Nantucket, MA

**Client:** Town of Nantucket

Relevance: nutrient laden organic sediment hydraulic dredging, bathymetry, sampling and chemical & physical sampling, environmental permits, engineering design drawings, community stakeholders

Miacomet Pond is an inland 40-acre freshwater lake, defined as a statutory "Great Pond" by the State of Massachusetts, on the island of Nantucket that suffers from internal phosphorous loading, cyanobacteria/blue-green algae blooms, and accumulations of highly organic sediment. The Geosyntec team is providing comprehensive environmental and engineering services to generate a constructable and permitted dredging program consistent with the recommendations of the Water Resource Services' 604b report for Miacomet Pond. Specifically, Geosyntec is serving as the overall project manager, leading the assessment and engineering design tasks, including concept plan, dredging and reuse/disposal method and quantities and drawings, as well as providing subject matter expertise on permitting, dredging, beneficial use, and nutrient loading.

Staff currently working on the Miacomet Pond project include Corry Platt, Brian Weyer, and Savannah Volkoff.

## Lake Springfield Plan Hydrology Study Phase 1 – City of Springfield, MO

**Client:** Crawford Murphy and Tilly (Prime), City of Springfield Economic Vitality

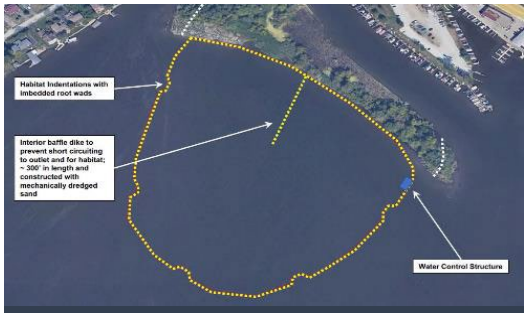
Relevance: Grant funded lake assessment and watershed work including water quality and sediment sampling efforts

The Lake Springfield Dam—originally constructed in 1956 for the purpose of supplying cooling water to the James River Power Plant is being reimagined (as of 2022/2023) following the decommissioning of the power plant in 2021. The Lake Springfield, formed by the damming of the Upper James River, MO, is an important but underutilized recreational asset for the City of Springfield, MO (City) and the surrounding communities. The Lake is impaired for Aquatic Life Uses for Chlorophyll-a (nutrients), and aquatic vegetation dominates many parts of the lake where sediment input from the upstream James River has deposited over the years. The City is undertaking the development of Lake Springfield Plan to enhance the area into a recreational focal point of the region, improve water quality and spur economic development around the Lake. **The project was funded using US Economic Development Administration (EDA) grants.**

Geosyntec's scope included review of existing reports and studies, record drawings and registration permits, hydrologic and hydraulic models, and water quality data; assessed watershed land-use changes and management practices; performed statistical analysis of stream gage data; performed bathymetry and sediment profile survey; collected and assessed lake water quality and sediment samples; assessed dam infrastructure for regulatory compliance and potential modification alternatives; and prepared and presented technical report summarizing findings. Geosyntec participated in several stakeholder meetings where highly technical information was presented to many community stakeholder groups for feedback.

Staff currently working on the Lake Springfield project include Corry Platt and Brian Weyer.

## Pistakee Lake Design Modifications – Fox Lake, IL




**Client:** Fox Waterway Agency

Relevance: Dredged material management, beneficial reuse and ecological enhancement

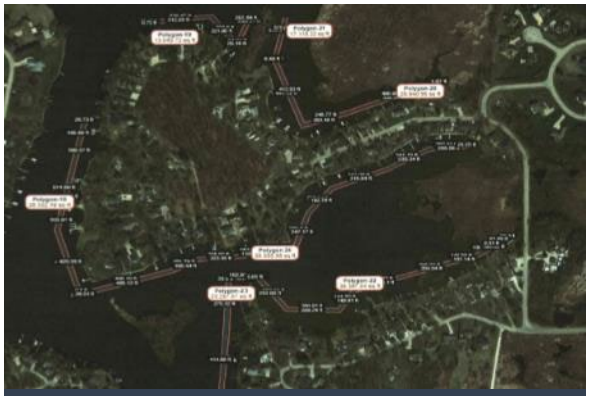
The Fox Waterway Agency (FWA) has been working collaboratively with the Illinois Department of Natural Resources (IDNR) and the United States Army Corps of Engineers (USACE) staff to create an in-lake island structure immediately south of Illinois Route 12 using dredged material. The FWA has proposed the placement of Lake dredged material to expand the existing Island on the north side of Pistakee Lake near the U.S. Highway 12 bridge crossing. To better understand this facility's feasibility, the IDNR requested a hydraulic analysis that proves compliance through Parts 3700, 3704, and 3708 of the Illinois Administrative Code.

FWA hired Geosyntec to develop a hydraulic model to understand the potential impacts the proposed island layouts have on the Lake Pistakee (Fox River) water surface elevation and compliance with Part 3700, 3704, and 3708 of the Illinois Administrative Code and use these results as a decision-making tool on how to proceed with constructing the Island. Geosyntec also developed engineering and supporting permit compliance materials needed to apply for the Section 3700 permits for placement within a State Waterway.

**Geosyntec performed island sizing optimization to maximize the facility sediment storage capacity, minimize floodplain mitigation needs, and strategically enhance the facility to be utilized as a localized ecological enhancement for Pistakee Lake.** Geosyntec developed an HEC-RAS model to help FWA show IDNR that the 17-acre Trinski Island Scenario could be configured not to cause compliance-related issues with Part 3700, 3704, and 3708 of the Illinois Administrative Code, a water surface elevation rise less than 0.1 feet. The FWA has retained Geosyntec to update the design plans using the 17-acre island configuration and currently going through the permitting process with IDNR and USACE.

Staff currently working on Lake Pistakee project include Brian Valleskey.

### Lake Tichigan – Fox River Channel Dredging – Waterford and Racine County, WI



**Client:** Fox Waterway Agency

Relevance: Dredging design, constructability for optimized construction schedule, permitting expertise

The Waterford Waterway Management District (WWMD) issued a Request for Proposals (RFP) to assist in furthering their desire to remove 120,000 cubic yards of sediment for navigational dredging of approximately 3 miles of the Fox River in Wisconsin starting at the Tichigan Lake extending southward to Waterford. The project had begun in 2013 and has stagnated with previous attempts. The WWMD has established the project to improved access and waterway navigation for over 100 property owners on the impoundment. The RFP requested the creation of bid documents and specifications including payment terms and initial recruiting of dredging contractors capable or executing such a project while negotiating permit conditions with the Wisconsin Department of Natural Resources (WDNR).

Geosyntec was specifically asked to assist on the project and served as a subcontractor to Kieser & Associates (KA) to provide expertise in dredging design, permitting, methodology, and contractor and construction management. Geosyntec reviewed the previous consultant's work and other project progress to date to establish appropriate specifications and bid documents to clearly convey the work necessary to obtain bids and provided feedback to contractors. Geosyntec also assisted the District in discussing terms for the execution of the project and necessary components needed to convey the project elements to the WDNR and developed suggested improvements to streamline the project and improve execution and permitting

Geosyntec optimized project components, including access points, material placement options, sediment management considerations, and trucking costs. Geosyntec developed the necessary bid documents and specifications per the RFP, but also conducted additional value engineering that ultimately resulted in the WWMD obtaining an agreement with a contractor to undertake the project within budget. **Geosyntec's knowledge of dredging in general, permitting and construction of dredging in Wisconsin, and experience with the local contractors of the regional provided the end client with and executable project that had previously stalled for eight (8) years.**

Staff currently working on the Lake Tichigan project include Brian Valleskey.

# Project Team

The core project team has local project experience and are very familiar with sediment assessment, design, and construction projects. All work or project assignments issued to Geosyntec under this contract will be managed by Brian Weyer, PE, the Geosyntec Project Manager, who has availability to perform the project. We are committed to fully maintaining a qualified staffing capacity and deliver project execution with the ability to pivot with unforeseen change. We closely manage our workload to ensure that committed project goals are met without exception, and this level of effort will be maintained for the work performed under contract to Rowan County. Based on a review of workforce projections, the key team members as shown in Table 1 – Project Team Biographies will be able to start work immediately and will have ample time to commit throughout the life of the contract. The core project personnel including our project manager and senior technical advisor, are located in Raleigh and are available to attend consultation meetings with the County upon request, even at short notice.

*Table 1: Project Team Biographies*

**Role: Project Manager**

**Availability: 35%**

Raleigh, NC

**Brian Weyer, PE (NC, OH, VA, MA)**

Mr. Weyer grew up in Mooresville, NC, less than 1-hour from High Rock Lake and spent many weekends chasing the elusive bass around the coves of the Lake. He has spent most of his life in North Carolina and received his multiple degrees in civil engineering from the University of North Carolina at Charlotte. He brings more than 11 years of experience in civil/geotechnical engineering design and construction in upland, nearshore and offshore environments, including coastal, river and inland waterway environments, ports, harbors, marshes, community lakes, industrial waste ponds and wetlands. His experience includes numerous investigation, feasibility studies and design projects for both contaminated and clean sediment dredging. A specialty of Brian's is working with clients to identify cost effective methods of beneficial reuse of sediments and turning what was once considered a waste into a resource. He is the design engineer responsible for one of the nation's first beneficial reuse of dredged material facilities dedicated to annual dewatering and reuse of approximately 75,000 cubic yards of sediment from a USACE managed navigable waterway on the Great Lakes, owned and operated by the local municipality. Brian developed and implemented the sediment characterization program at both the Port of Wilmington and Port of Morehead City used in providing design sediment parameters for one of the United States first Water Injection Dredges, purchased in 2019 by the North Carolina State Ports Authority and used annually to perform maintenance dredging at both ports. His experience not only includes a wide range of technical skills in the sediments and civil engineering fields, but also successful implementation of projects as project manager leading multiple-disciplinary teams on large design and construction projects not only in North Carolina but across a range of sites in the United States. He is cognizant to keep the client's best interests in mind throughout all phases of the project listening to the client and stakeholder groups to make sure the results of the project meet the objectives and needs of these groups.

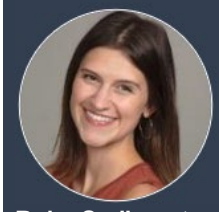
**Role: Senior Technical Advisor**

**Availability: 20%**

Raleigh, NC

**Corry Platt, CEP**

Mr. Platt is a Certified Environmental Professional (CEP) with 30 years of pre-construction permitting, siting, and regulatory experience coupled with construction-phase contract administration, at-risk construction management, inspection, reporting, training, and QC hands-on applications. He has applied his sediments, dredging, and dredged material management skills on a variety of multi-faceted projects. His aptitude with understanding the interdependencies of permitting/regulatory, engineering, cost estimating, construction, and business operation provides effective project development integration. His sediments / dredging niche skills have been applied to pre-dredge sediment characterization, dredged material handling, dewatering, stabilized dredged material, beneficial use, contaminated sediments, construction forecasting, and construction-phase quality control. He has added value to energy, government, military, industrial, and commercial clients often functioning as an owner's agent, technical specialist, or contractor's advisor. He's dredged over 10 million cubic yards, characterized and planned over 30 million cubic yards of pre-dredge sediments across the eastern US. Corry carried from early concept through final construction, the hydraulic dredging of 8 million cubic yards including construction of three lakeshore dikes to retain the dredged sediment at the first inland US drinking water and hydropower lake that was dredged without being taken offline.

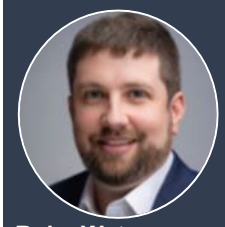


**Role: Sediment Sampling and Assessment Specialist**

**Availability: 30%**

Raleigh, NC

**Savannah Volkoff, Ph.D.**
Dr. Volkoff is a Professional Scientist with six years of academic and laboratory experience at Duke University and four years of environmental consulting experience. She specializes in sediment investigation, beneficial sediment reuse evaluations, emerging contaminant site assessment, and litigation support. Savannah supports reporting and technical communications with regulators, clients, and legal teams. Savannah is accustomed to implementing projects in conformance with the USACE/EPA Inland Testing Manual, USACE engineering manuals, and NCDEQ protocols. Savannah's ability to synthesize data across multiple sources into functional and simplified tables, charts, and graphs has advanced project understanding and decision basis while substantially improving stakeholder 'plain English' communications and focusing project teams on critical data gaps.

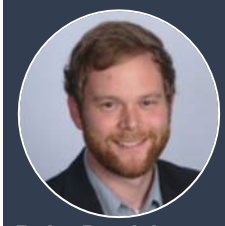


**Role: Water Resource Specialist**

**Availability: 10%**

Raleigh, NC

**Matthew Burnette, PG (NC), PH, CFM**
Mr. Burnette helps state, municipal, and private clients in addressing water resources-related concerns. His experience includes the development and application of advanced hydrologic, hydraulic, and water quality computer models to support dam and levee breach analysis, reservoir operations, spillway design, downstream consequences analysis, flood mapping, and the prioritization of potential water quality improvement projects. Matthew has assisted clients as a program manager, project manager, and technical director for water resources projects ranging from river basin-scale assimilative capacity studies to the rehabilitation of aging or failing neighborhood drainage infrastructure. Following Hurricane Florence in 2018, Matthew served as owner's project manager for the disaster recovery effort from initial inspections through construction services for the removal of accumulated sediment and vegetative debris throughout more than 80 miles of stormwater infrastructure maintained by the City of New Bern (North Carolina).

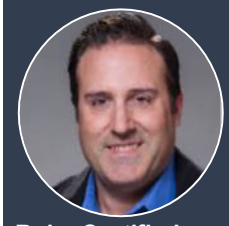


**Role: Dredging Sequencing**

**Availability: 20%**

Knoxville, TN

**Dillon O'Donnell, PE (AL, TN)**
Mr. O'Donnell has extensive experience with construction-phase dredging projects representing both Contractors and Owners. He has provided support for United States Army Corps of Engineers Contractor Quality Control requirements, Owner's Representation as a Quality Assurance Representative, as well as operational support including bathymetric surveying, managing dredging and disposal operations for large-scale hydraulic and mechanical dredging contracts, and re-designing dredge-cut layouts to improve efficiency. He also has experience providing production analysis of hydraulic dredging data collected in real time to provide data-based recommendations to increase daily production rates on construction contracts in excess of $200 million.



**Role: Certified Lake Manager**

**Availability: 20%**

Oak Brook, IL

**Brian Valleskey, CFM, CLP**

Mr. Valleskey is a Senior Scientist in Geosyntec's Oak Brook, Illinois office and has 20 years of experience managing sediment in natural and manmade lakes. He is a Certified Lake Professional (CLP) with an understanding of the complex dynamics occurring within lakes and reservoirs, particularly those that may be affected by sediment accumulation. During his employment with Geosyntec, he has undertaken the lead on multiple lake dredging efforts, with results expected to improve navigability, aesthetics, and water quality. Complimentary to the removal of sediment, Brian is actively engaged in projects exploring alternative sediment management and beneficial reuse, ranging from land application to repurposing sediment for ecosystem enhancement. During the course of his career has worked with removal and temporary and permanent containment systems and methods, maximizing options for clients and providing them a full range of options based on the various limitations any project may dictate. Brian also has experience working with contractors on hydraulic and mechanical sediment removal efforts and understands the dynamics of the market.

**Role: Grant Funding Specialist**

**Availability: 10%**

Oklahoma City, OK

**Amy Dzialowski**

Ms. Dzialowski is a Senior Principal specializing in environmental planning, stakeholder engagement, public-private partnership development, compliance, and program funding experience. As an urban planner with environmental, land use and government expertise, she understands the many challenges of compliance and development initiatives. She works closely with public and private sector clients to deliver advisory services, environmental strategies, public participation, and funding plans. She routinely facilitates public-private collaborations through engagement and education. She has served as the steering committee liaison for many large projects involving multiple jurisdictions, communities, and lead agencies. Amy is also a nationally recognized expert in environmental and government grant programs. She has worked with dozens of grant funded programs across the United States; focused on community revitalization and redevelopment. She has successfully secured more than $60 million in grant funds and brings an understanding of best practices, program strategy, and partnership development. She speaks regularly at state and national conferences about the benefits of land recycling for economic development, sustainability and resilience. Amy also serves her community as a city councilor. In this role, she has developed policy around grant and funding programs, utility services, land use, economic development, and rate structures. She has supported broad general fund decisions and provided budget direction across municipal departments. She has participated in and directed multiple public-private partnership contract developments, bid processes, and worked with public and private entities to define roles and risk.

**Role: Dredging & Shoreline Interface**

**Availability: 15%**

Wilmington, NC

**Robert Neal, PE (FL, NC, SC)**

Mr. Neal joined ATM in July 2022 as a member of the coastal team. His coastal engineering experience includes the design and implementation of shoreline stabilization and shallow draft navigation initiatives including feasibility and dredge material management, cost estimating, grant acquisition, and analysis of environmental considerations for project implementation. Robert has successfully designed and permitted navigation dredging initiatives across coastal North Carolina and Florida. He designed and permitted the only known non-federal nearshore placement of beach material to provide the most practical alternative for navigation improvements within an environmentally sensitive community in southeastern North Carolina. Robert also worked with the client to identify the least cost alternative for disposal of non-beach compatible material in a private upland landfill. He has managed the successful implementation of several navigation initiatives from feasibility through construction in Pamlico Sound, Bogue Sound, Mason Inlet, and southwest Florida. Robert understands a successful project requires extensive coordination with stakeholders and regulatory agencies. His experience includes the successful restoration of Wainwright Island through a partnership with North Carolina Audubon to provide beneficial use of dredge material for migratory birds traversing the North Carolina Coast. In addition, he served as the Engineer of Record for the design of Atlantic Harbor Maintenance Dredging & Living Shoreline. The project

| | |
|---|---|
| | team included the North Carolina Coastal Federation and entailed stabilizing the shoreline of White Point peninsula to provide a dredge material placement facility for maintenance of Atlantic Harbor of Refuge. Coordination efforts with State and Federal agencies supplemented by stakeholder input provided significant benefits to advance the dredging initiatives. Robert also understands the importance of grant funding to assist local communities with the implementation of dredging improvements. He has secured funding through the North Carolina Shallow Draft Navigation fund to provide a 75% cost share for local government agencies and has supported resilience grants through the National Fish & Wildlife Foundation and the North Carolina Department of Environmental Quality (NCDEQ). He brings a balance of local government and private consultant experience which supports a value driven approach to accomplishing projects. This enhances a project's benefit analysis to provide the optimal solution for addressing stakeholders concerns and maximizing funding opportunities. |
| <br>**Role: Water Resource Technical Advisor**<br>**Availability: 20%**<br>Raleigh, NC | **Alessandra Smolek Braswell, PhD, PE (NC)**<br>Dr. Braswell is a Water Resources Engineer based in North Carolina with more than nine years of experience in water resources and environmental engineering. She specializes in urban stormwater management, stormwater master planning, and sedimentation modeling. Her experience includes planning, design, and permitting of stormwater control measures (SCMs) for public and private land development projects; hydrologic and hydraulic modeling for flood control; sedimentation analyses; developing watershed-level stormwater management strategies; green infrastructure (GI) and low-impact development (LID) design; National Pollutant Discharge Elimination System (NPDES) permitting compliance; expert witness support to evaluate compliance with stormwater management regulations; erosion and sediment control design for linear construction projects; and development of stormwater ordinances and other technical documents. |

## Key Subcontractors

Fleming Engineering, Inc. (FEI), is a multi-discipline land surveying and civil engineering firm professionally licensed in NC, SC, VA, MD, and KY. Their surveying staff have provided topographic and bathymetric survey services for a wide range of clients in central North Carolina for over 20 years. Fleming's survey capabilities include typical land surveying, sUAS surveys, GIS mapping, transportation surveying, wetland mapping and FEMA flood surveys. Fleming is a key part of the Geosyntec team and will provide bathymetric survey services for this project. Their crews have multiple vessels including small, remote-controlled units that are capable of surveying in extremely shallow waters. Fleming's capabilities include both single beam and multibeam bathymetric surveys, able to provide high-density, high-quality survey data that is critical in developing dredging and design alternatives, or to provide a lower density data set to cover a large area in a shorter timeline. Their equipment has been used on many highly technical projects involving water bodies with both deep and shallow areas, resulting in a complex meshing of two surveys to provide a complete and accurate survey surface. Fleming has provided their services just upstream of High Rock Lake along the Yadkin River to inform dredging designs.

Athena Technologies, Inc. is a HUBZone-certified small business incorporated in South Carolina in 1987. Athena specializes in vibracore sediment sampling for geotechnical and environmental studies and geological training. Geosyntec's staff has worked with Athena for decades on several high-profile sediment's projects. Athena is specialty firm with the capabilities to collect high-quality sediment samples for analysis to inform the feasibility study. Their staff are highly skilled and experienced with a wide range of sampling equipment, capable of collecting sediment samples in places where other firms have been unsuccessful. Their fleet of sampling vessels also allows for access to a wide range of environments along for sample collection in both deep and shallow water areas.

Alpha Analytical, Inc., now owned by PACE, is the largest full-service environmental laboratory in the Northeast and ranks 6th among environmental laboratories in the country. Alpha Analytical, Inc. utilizes advanced technologies to achieve project-specific detection limits to analyze SVOCs, SPME PAH, pesticides, AVS / SEM, and the associated TOC / black carbon, lipids, and grain size analyses.

Geotechnics, Inc. is a leader in geotechnical and geosynthetic testing supporting projects worldwide in energy, landfills, dams and waterways, civil design, industrial design, and highways and bridges. Geotechnics would be subcontracted to perform the geotechnical physical characterization of the sediment samples collected during the field investigation.

# References

Below are three (3) client references who are familiar with the quality of work done by Geosyntec on similar projects.

*Table 2: Client References*

| Client | Address |
|---|---|
| North Carolina Coastal Federation | Alison Flynn<br>637 Harbor Road, PO Box 276, Wanchese, NC 27981<br>(252) 473-1607 ext. 302 |
| Town of Nantucket | Jeff Carlson<br>Town of Nantucket<br>Natural Resources Director<br>131 Pleasant Street<br>Nantucket, MA 02554<br>(508) 228-7230 |
| Premier Residential Management Company | Heather McArthur<br>4180 Route 83, Suite 14<br>Long Grove, IL 60047<br>(847) 415-2540 |

# Other Supporting Data

## Project Approach & Methodology

Not all 15,180 acres of High Rock Lake require dredging. A focused and incremental process can draw out and prioritize lake areas using a combination of stakeholder input, scientific measurements, engineering realities, constructability considerations, and funding limitations. Integrating experience-based practical means and methods of the dredging and dredged material management, including beneficial reuse of the dredged sediment, facilitates defining implementable subprojects. Applying these multi-faceted factors improves competitive award of grant funding applications by demonstrating the benefits to the community, water quality, fishery, and sustainability. Our five-step process brings the High Rock Lake dredging from concept to reality.

### Step 1 – Data Compilation

Stitching together the existing lake characterization data across multiple sources into a functional data visualization is the focus of Step 1. Oftentimes in a large lake multiple entities have performed studies, mappings, and surveys for their own purposes and objectives that can provide critical characterization information relevant to the dredging and dredged material management saving time and cost. Examples that we intend to combine include fishermap.org bottom mapping, County mapping and reports, NCDEQ's water quality work group studies, university-led research, Cube Hydro (and its predecessors) Federal Energy Regulatory Commission filings/resource reports, US Geological Survey historical mapping and water resources reports, and information from other stakeholders such as High Rock Lake Association (HLRA), Yadkin River Keeper, and Eagle Creek Energy RE and others.

Historical and contemporary data are relevant because understanding and quantifying sediment accumulation facilitates prioritization and the longevity of implemented projects. Coincidental to centralizing the existing data from multiple entities,

we expect to perform a preliminary bathymetry (hydrographic survey) in a cost-conscious yet informative manner. The preliminary bathymetry is expected to include lake-length transects and cross-lake transects in select areas.

## Step 2 – Listening Sessions

The purpose of the Listening Sessions center around early engagement and involvement of stakeholders' objectives and unpublished data. Oftentimes, the lake's frequent users know problem areas, where conditions have changed overtime, and what defines success from his or her perspective. These factors are important to integrate into the project.

Bringing the project to the stakeholders occurs through the Listening Sessions. We envision virtual and in-person sessions that blend education and hands-on workshop full of open dialogue, marking up maps, visual aids explaining the types of dredges and dredging methods, and our first-hand experience beneficially reusing dredged sediment as marketable soil, fertilizer equivalents, in-water islands, or submerged aquatic/fishery habitats. The intended outcome of the Listening Sessions besides forging relationships and obtaining unpublished data is to obtain the priorities and perspectives of the lake community, which will be applied when screening practical alternatives and advocating for grant funding applications.

## Step 3 – Prioritizing Practical Alternatives

Dredging projects are driven by the dredged material management or dredged sediment disposition. Aligning the means, methods, and production rates of the dredge itself with the handling, transport, dewatering, and final product's required properties for a successful project are tailored based on sediment texture (i.e., clay/silts vs. sands or organics) and physical lake conditions (e.g., water depth, distance between dredging and disposition sites, infrastructure to work around such as marinas, boat ramps, intakes, and electric transmission line crossings).

The information from Steps 1 and 2 will feed identifying individual areas of the lake with common conditions and stakeholder interest. To each sub-area, we'd identify the following in a matrix form:

- Estimated dredging footprint (lateral area and depth);
- Estimated quantity of sediment to dredge;
- The practical means and methods for dredging (mechanical or hydraulic dredging including reasonable dredge size);
- The reasonable disposition / beneficial reuse / end product options;
- The support area for equipment mobilization and temporary work space; and
- The relative cost and schedule.

The matrix would be robust as each identified sub-area may have three to five alternatives and it is reasonable to expect three to five common sub-areas across the lake such as: a) open water, b) near infrastructure, c) high-energy cove, d) low-energy cove, and e) repetitive algal blooms, where each are subdivided into water depth conditions of i) less than 10 feet deep, ii) greater than 10 feet deep and, where known, the uncertainties / data gaps are listed.

While it can be difficult to select the sub-area with the best and highest use of available dredging funds, a weighted average ranking can cull out the winning few or a trend of which alternatives warrant deeper study. The weighted averaging ranking will be done in coordination with the County and the Stakeholders that were involved in Step 2.

At the end, the practical alternatives, dredging locations, disposition method, and uncertainties to resolve through sub-area specific study will be clearly identified.

Besides advancing the engineering analysis, the alternatives analysis and ranking are pertinent to future project permitting, listening sessions and community engagement, and grant funding applications.

## Step 4 – Securing Funding

An outcome of Step 3 is a project with a laser-focus on high-ranking sub-projects with educated, engaged, and informed stakeholders. While initial funding is in-hand, additional funds are expected to be necessary over time[1]. We've found that grant application reviewers find value in supporting projects and project teams that incrementally build on data, performed

[1] For illustrative purposes, dredging one foot across the lake's 15,180 acres yields 24.5 million cubic yards of sediments to be dredged, which when hydraulically dredged with unrestricted disposition generally costs (industry rule of thumb value) of $10 per cubic yard or $245 million in aggregate.

work, and measured improvements. Our five-step process gives the County and its Stakeholders a competitive advantage over other grant applicants.

The prioritized alternatives from Step 3 will be compared against grant opportunities in a multi-faceted manner. Rather than focusing solely on water resource type grants, we'd examine the ability to successfully win grants across the variety of after-dredging benefits – both in-water, to aquatic resources, to advancing industry research, and upland beneficial reuse of the dredged material. We'd scope and describe the Step 3-identified priority alternatives relative to a specific grant opportunity, which may emphasize one or a combination of the following examples:

- Harmful algal blooms and water quality
- Pre-disaster flood mitigation and water quantity
- Fish habitat and fisheries management
- Infrastructure resilience and energy independence
- Economic development, community involvement, recreation, and tourism

We expect to support the County and its Stakeholders in application preparation, grant administration and reporting, and incrementally adding together awarded grants to see the priority projects come to fruition.

## Step 5 – Implementation

Transitioning the priority alternative into the nuts-and-bolts of a constructable project occurs in Step 5 through two parallel and often overlapping tracts – environmental permitting and engineering design. Built off the preceding steps' work, the two tracts have the following components:

- Common:
  - Surveys: bathymetric surveys in 25 to 50 ft spaced transects across the dredging limits[2] and landside topographic survey of staging and upland dewatering sites.
  - Sediment properties including collection of sediment cores followed by chemical, physical, and nutrient analyses to ascertain the specific opportunities for beneficial reuse along with incorporation into means and methods of the dredged sediment handling.
- Permitting
  - Narrative, permit drawings, and impact quantification inclusive of minimization measures through work sequencing and best management practices. A programmatic narrative and work site-specific drawings and minimization measures is a reasonable and expeditious work product.
  - Pre-application, application site visits/tours, responses to public and interagency comments, and meetings with Federal (US Army Corps of Engineers) and State (NC Department of Environmental Quality) organizations to obtain the pertinent and primary Clean Water Act Sections 404/401 permit.
- Engineering Design
  - Engineering drawings – typically 20 sheets with cover, notes, plan and section views, and details – to support the bidding and construction of the in-water work coupled with 5 to 10 sheets of the upland staging and dredged sediment handling work space showing plan view, erosion control measures, grading, processing and handling sequence, and restoration.
  - Summary of Work, specifications, prequalification of bidders, bid packages and advertising, bid review, and pre-construction submittal reviews are common work elements supportive to the engineering drawings.
  - Construction-phase compliance, owner representative, and resident engineer are common construction phase roles we offer.

Our five-step approach can bring success to Rowan County as it has to other lake dredging projects we've implemented. Each of the five steps will have project-specific adjustments and emphasis that we will evaluate and guide the County through while advocating for the priority projects, County investment, and Stakeholder wants with a mindset and objective of delivering a buildable project.

[2] In general accordance with US Army Corps of Engineers Engineering Manual for Hydrographic Survey.

**Rowan County**

**Request For Qualifications**

**Feasibility Study -Dredging High Rock Lake #2023-032**

| Firm Name | Qualifications of Firm and Key Personnel/Proximity | Availability | Experience with Similar Projects | Experience with Grants or Federal Funding Opportunities | Methodology | Sub-Total | References | Total | % | Ranking |
|---|---|---|---|---|---|---|---|---|---|---|
| | Max Score 15 | Max Score 20 | Max Score 30 | Max Score 20 | Max Score 10 | Max Score 90 | Max Score 5 | Max Score 100 | | Rank 1 - 5 |
| **Edgewater Resources** | | | | | | 0 | | 0 | 0% | **0** |
| **Summit** | | | | | | 0 | | 0 | 0% | **0** |
| **Geosyntec Consultants** | | | | | | 0 | | 0 | 0% | **0** |
| **TRC** | | | | | | 0 | | 0 | 0% | **0** |
| | | | | | | 0 | | 0 | 0% | **0** |
| | | | | | | 0 | | 0 | 0% | **0** |
| | | | | | | 0 | | 0 | 0% | **0** |

**Comments / Notes:**

**Rowan County Purchasing Department**
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178

Date: July 27, 2023

Geosyntec Consultants
Brian Weyer, PE
2501 Blue Ridge Road, Suite 430
Raleigh, North Carolina 27067

Dear Mr. Weyer,

Rowan County has received four Feasibility Study – Dredging sets of qualifications for our future High Rock Lake Project. We would like to thank you for your response and appreciate the time and effort involved in putting together the requested information. As noted in the original request for qualifications (RFQ), the County anticipates awarding a single master contract. This contract would be for a term of up to five years, to the selected firm.

After careful review, evaluation, interviews, and completion of scoring, as the number one selection during this process, the County would like to move to the next phase with Geosyntec Consultants and work to negotiate a contract together.

Please let me know if you have any questions or concerns with our request. We look forward to starting a new relationship with Geosyntec Consultants.

Sincerely,

J. M. Farrow-Bennett

Jody Farrow-Bennett
Purchasing Director

# REQUEST FOR QUALIFICATIONS

# FOR

# ROWAN COUNTY

## Feasibility Study- Dredging High Rock Lake
## # 2023-032


**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8178

jody.farrow-bennett@rowancountync.gov


Date Issued: Thursday, June 22, 2023

Date Due: Thursday, July 20, 2023, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

# Rowan County

## Request for Qualifications (RFQ)

This Request for Qualifications (RFQ) is a solicitation for Statements of Qualifications (SOQ) from interested and qualified engineering and/or environmental consulting firms. Rowan County anticipates awarding a single contract with a consultant firm to perform a feasibility study for dredging portions of High Rock Lake.

**Statements of Qualifications (SOQ) for the Feasibility Study – Dredging High Rock Lake request will be accepted until Thursday, July 20, 2023, at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. SOQs received after this time will not be opened. Faxed proposals will not be accepted. SOQ should be clearly marked "RFQ 2023-032 Feasibility Study- Dredging High Rock Lake" and emailed or delivered to:

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

Once the RFQ is public all questions related to the RFQ shall be directed to the Purchasing Director. Any contact related to the RFQ with County Staff and/or Board of Commissioners will be prohibited and cause for rejection. All questions shall be submitted in writing to the Purchasing Director by 5pm ET on Friday, July 7, 2023.

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 submittals and waive any technicalities or irregularities. For complete details, consult the RFQ.

This is the 22nd day of June 2023.

Rowan County

J. M. Farrow-Bennett

By: Jody Farrow-Bennett
Rowan County Director of Purchasing

# 1. Section 1: Introduction & General Instructions

1.1. Intent of Request

The purpose of this Request for Qualification (RFQ) is to provide qualified professional consulting firms with a common, uniform set of specification to assist them in the development of their response and to provide a uniform method for the County to fairly evaluate such responses and subsequently select a firm from which to hire for the consulting portion of the project. The respondent must be licensed to do business in North Carolina.

1.2. Schedule:

| Task | Date |
|---|---|
| Release RFQ | Thursday, June 22, 2023 |
| Questions | Friday, July 7, 2023, 5pm ET |
| Accept Qualifications | Thursday, July 20, 2023, 3pm |
| Interview (if applicable) | Week of July 24, 2023 |
| Award Contract on or after | August 7, 2023 |

# 2. Section 2: Requirement/Scope

To be considered for selection, the Consultant shall be qualified and capable of providing the following services:

1. Perform a survey of the lake bottom to quantify existing sediment.
2. The collection and analysis of lake bottom sediment samples to identify sediment characteristics with regards to handling and reuse/disposal requirements.
3. Identification of sediment reuse/disposal options and associated costs.
4. Identify the permitting requirements and environment impacts of dredging.
5. Engineer analysis of the costs and benefits of dredging options.
6. Assist with any possible grant or funding opportunities throughout the course of the project.
7. Collaborate with the County to create a Request for Proposal (RFP) and respond to respondent inquiries.
8. Provide Project Management, oversight, and coordination services throughout the entire process.

# 3. Section 3: SOQ Submission Requirements

3.1. Submission and Deadline

**One (1)** electronic SOQ should be submitted in .pdf format using software such as Adobe, CutePDF or PDF Writer.

The address of electronic deliveries is: jody.farrow-bennett@rowancountnc.gov and address for mailings and hand-deliveries is:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
Subject: **"RFQ 2023-032 Feasibility Study- Dredging High Rock Lake"**

If the respondent prefers to send one (1) paper document, then the package shall be sealed and plainly marked "RFQ 2023-032 Feasibility Study- Dredging High Rock Lake."

SOQs received after the deadline of Thursday, July 20, 2023, at 3:00 PM ET, will not be considered.

All questions regarding this RFQ shall be submitted by 5 pm, July 6, 2023, by email to the same email address listed above.

No Contact shall be made with any Rowan County staff or elected officials once this RFQ is released to the public. Rowan County reserves the right to reject any and /or all SOQ's and to waive informalities therein.

This will not be a public opening. Once a decision has been made all respondents will receive notification.

3.2. Submission Format

To facilitate review of your SOQ by Rowan County, it is requested that your submission conform to the following format:

**Coversheet** – List project title ("RFQ 2023-032 Feasibility Study- Dredging High Rock Lake") the name of your firm, and the name, address, email address and telephone number of a contact person for questions concerning the proposal submitted.

**Experience of the Firm** – Provide a narrative of your firm's prior experience and qualifications in planning and administrative work for similar projects. Provide a list of similar projects completed within the last five (5) years. Also, please reference the experience of firm personnel in working with similar projects.

**Project Team** – Provide a list of the project team members that you propose to use on this project and identify the responsibility of each team member and their current office location. Provide a brief resume for each person, detailing specific similar project experience.

**References** – Provide the name, address, email address and telephone number of at least three (3) references familiar with the quality of work done by your firm on similar projects.

**Other Supporting Data** – Include any other information you feel to be relevant to the selection of your firm for this project. The entire SOQ must not exceed fifteen (15) pages, excluding the cover sheet and letter of introduction. SOQ's exceeding 15 pages will not be considered.

# 4. Section 4: SOQ Evaluation and Selection

## 4.1. General Evaluation Procedure

Criteria to be used in screening and ranking of the SOQ and selection of the successful firm are as follows:

**Qualifications of the Firm, Including Firm Personnel** – Preference shall be given to those firms and personnel with experience and training in planning and administration for similar projects, as outlined in this RFQ.

**Availability -** Preference shall be afforded to those firms, who in the opinion of Rowan County are able to adequately respond to requests for consultation meetings and meet project administration requirements.

**Experience with Similar Projects** – Qualifications of the Project Manager and those personnel that will be assigned to the project, including the location of their office, will be considered. Preference shall be given to project teams with specific experience in similar projects and any familiarity with the region and proposed projects, as outlined in this RFQ.

**Methodology** –The firm's system of methods, principles, understand of our detailed project requirements will be evaluated.

## 4.2. Evaluation Criteria

The evaluation criteria are intended to allow the County to evaluate specific aspects of a Respondent's experience, technical competence, and capability to perform.

The County will evaluate and rank the responsive SOQs by scoring the qualitative evaluation criteria set forth below to generate a Shortlist. The total number of points that will be used in evaluating all factors for this SOQ is 100, allocated as shown below:

1. **30% =** Experience with Similar Projects
2. **20% =** Experience with Grants or other Federal Funding opportunities.
3. **20% =** Availability
4. **15% =** Qualifications of Key Personnel
5. **10% =** Methodology
6. **5% =** References

## 4.3 Contract

After all the SOQ's have been reviewed, if applicable interviews completed; the firm selected will be invited to negotiate a contract with Rowan County for services to perform the requested feasibility study. Rowan County reserves the right to contract with the selected firm for all or a portion of the services described in this Request for Qualifications.

A detailed scope of work will be developed and agreed to by the Firm and Rowan before project is undertaken. This detailed scope of work and associated fees will be developed into a work

authorization and included as an attachment to the contract. The terms of the contract will not be exclusive, and the contract may be cancelled by either party for any reason at any time.

## 5. Section 5: General Comments

1. Any cost incurred by respondents in preparing or submitting a proposal shall be the respondents' sole responsibility.

2. All responses, inquiries or correspondence relating to this RFQ will become the property of the County.

3. The County reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications. It is the intention of the County to negotiate contracts for services at fair and reasonable prices with what it determines to be the best qualified Consultant.

4. The County may or may not conduct interviews. If interviews are held, firms are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than two hours and will be conducted at the J. Newton Cohen, Sr. Rowan County Administration Building located at 130 West Innes Street.

5. 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)

**Rowan County Purchasing Department**
130 West Innes Street • Salisbury, NC 28144
Phone: 704-216-8178
Email: jody.farrow-bennett@rowancountync.gov

Addendum I RFQ #2023-032 Feasibility Study - Dredging High Rock Lake

This Addendum is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original specification shall remain in effect in their respective order.

***NOTES:***
***1. THIS ADDENDUM DOES NOT CHANGE THE SUBMITTAL DATE.***

1. **Are the following available to be provided?**
   - Pre-existing hydrographic (bathymetry) survey(s) of the lake or portions thereof.
     *Yes. Provided after consultant selected. The surveys were conducted in 2001 by or under the direction of AWARE Environmental Inc.*
   - Historical pre-flooding land survey of the lake or portions thereof.
     *Unknown at this time.*
   - Pre-existing studies characterizing the lake sediments or portions thereof.
     *Yes. Provided after consultant selected. The study was conducted in 2001 by or under the direction of AWARE Environmental Inc*
   - County or Publicly-owned lands with lake shoreline access.
     *Yes. Provided after consultant selected.*
   - County or Publicly-owned lands within 1 mile of the lake shoreline that the County or Stakeholders have identified or otherwise considered for dredged sediment dewatering.
     *Unknown.*

2. **With regard to RFQ Section 2 Bullet 1, have targeted areas of the lake been identified and, if so, available to be provided?**
   *Not at this time*

3. **With regard to RFQ Section 4.3, are the County's intended contractual terms and conditions available to be provided?**
   *Please See attached sample Contract with Terms & Conditions.*

4. **Are there grant reporting requirements and, if so, available to be provided?**
   *Not at this time*

5. **In addition to the County, is a stakeholder group in-place and, if so, available to be identified and provided?**
   *Yes. High Rock Lake Association*

6. **Is there a page restriction on letter of introduction?**
   *No*

7. **Are resumes included as part of the 15-page restriction or can they be included as an appendix that will be evaluated?**
   *Yes, they are included*

8. **One of the evaluation criteria is "Availability". Can you please expand upon how you would like us to demonstrate this?**
   *Availability is generally when the consultant is able to start work on the project and availability of staff once selected for the project. For example, will staff be available to attend local meetings routinely?*

9. **Within the evaluation criteria, you highlight that "Methodology" will be assessed. Can you confirm this is a "project approach"? If so, can you confirm where you would like this to be within the submission format of the proposal?**
   *Methodology is the method within which the project will be conducted and the specific methods that will be used for each action item identified in Section 2. 1 through 8.*

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and _____ ("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: _____ |
| Title: County Manager | Title: _____ |

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

B. Term of the Agreement.

C. Payment to the Provider.
Total cost $
Contract includes 10% contingency of $

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.

F. Contact Information.

| THE COUNTY | THE PROVIDER |
|---|---|
| AARON CHURCH, | _____ |
| COUNTY MANAGER | _____ |
| 130 West Innes Street | _____ |
| Salisbury, NC 28144 | _____ |
| Telephone: 704-216-8180 | _____ |

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

| THE COUNTY | THE PROVIDER |
| --- | --- |
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: _____ |
| Title: County Manager | Title: _____ |
| 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)

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Ann Kitalong-Will, Grants Administration and Governmental Relations, Travis Allen, Sheriff

**DATE:** 8/7/2023

**SUBJECT:** GRANT AGREEMENT: Sheriff's Office request to accept grant funding for SCAAP from US OJP

---

The US Office of Justice Programs has approved a funding application for a payment award entitled 2020 FY2020 State Criminal Alien Assistance Program (SCAAP), to be used for "correctional purposes" as defined by OJP. The funding is in the amount of $14,416; there are no local match requirements.

Recommendation: Approve the County Manager to execute the funding agreement and accept the funds from OJP for the SCAAP award.

**ATTACHMENTS:**

1. FY20 SCAAP Funded Award
2. Budget Amendment

## Award Letter

June 16, 2022

Dear ,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by ROWAN, COUNTY OF for a Payment Award (non-grant) under the funding opportunity entitled 2020 BJA FY 2020 State Criminal Alien Assistance Program Program Requirements and Application Instructions. The approved payment amount is $14,416.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term “award” should be understood as this payment award.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven’t already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations on your payment award.

Maureen Henneberg
Deputy Assistant Attorney General

## Award Information

**This award is offered subject to the conditions or limitations set forth in the award instrument.**

### Recipient Information

**Recipient Name**
ROWAN, COUNTY OF

**UEI**
GCB7UCV96NW6

**Street 1**
130 W INNES ST

**Street 2**

**City**
SALISBURY

**State/U.S. Territory**
North Carolina

**Zip/Postal Code**
28147

**Country**
United States

**County/Parish**
——

**Province**
——

## Award Details

**Payment Award Date**
6/16/22

**Award Type**
Initial

**Award Number**
15PBJA-20-RR-00496-SCAA

**Supplement Number**
00

**Payment Award Amount**
$14,416.00

**Funding Instrument Type**
Reimbursement

| Assistance Listing Number | Assistance Listings Program Title |
|---|---|
| 16.606 | |

### Statutory Authority

The FY 2020 program is authorized by 8 U.S.C. § 1231(i) and Consolidated Appropriations Act, 2020, Pub. L. No. 116-93, 133 Stat 2317, 240. See also 28 U.S.C. § 530C(a).

☐ *I have read and understand the information presented in this section of the award instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the award instrument.**

**1**

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes", as required by 8 U.S.C. § 1231(i)(6).

**2**

In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

☐ *I have read and understand the information presented in this section of the award instrument.*

## SCAAP Certifications

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the FY 2020 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

☐ *I have read and understand the information presented in this section of the award instrument.*

## SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for “correctional purposes,” as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable “correctional purposes.”

☐ Salaries for corrections officers

☐ Overtime costs

☐ Corrections work force recruitment and retention

- [ ] Construction of corrections facilities
- [ ] Training/education for offenders
- [ ] Training for corrections officers related to offender population management
- [ ] Consultants involved with offender population
- [ ] Medical and mental health services
- [ ] Vehicle rental/purchase for transport of offenders
- [ ] Prison industries
- [ ] Pre-release/reentry programs
- [ ] Technology involving offender management/inter-agency information sharing
- [ ] Disaster preparedness continuity of operations for corrections facility

- [ ] *I have read and understand the information presented in this section of the award instrument.*

## Award Acceptance

**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil

penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

| Title of Approving Official | Name of Approving Official | Signed Date And Time |
|---|---|---|
| Deputy Assistant Attorney General | Maureen Henneberg | 6/16/22 12:03 AM |

## Authorized Representative

### Entity Acceptance

Title of Authorized Entity Official

——

Signed Date And Time

——

**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget for Sheriffs Department SCAAP Grant

Prepared by: Teresa Sharpless
Date: 7/28/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| SCAAP Grant | R | 1144419-431021 | 14,416 | |
| Other Small Equipment | E | 1154419-561095 | 14,416 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ☑ | | Approved: | Budget Revision # 01-710 |
| Disapproved: ☐ | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: Jul 28, 2023 | | Date: | Posted by: |
| Signature: Anna R Bumgarner | | Signature: | Approved by: |

## Award Letter

June 16, 2022

Dear ,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by ROWAN, COUNTY OF for a Payment Award (non-grant) under the funding opportunity entitled 2020 BJA FY 2020 State Criminal Alien Assistance Program Program Requirements and Application Instructions. The approved payment amount is $14,416.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term "award" should be understood as this payment award.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations on your payment award.

Maureen Henneberg
Deputy Assistant Attorney General

## Award Information

**This award is offered subject to the conditions or limitations set forth in the award instrument.**

### Recipient Information

**Recipient Name**
ROWAN, COUNTY OF

**UEI**
GCB7UCV96NW6

**Street 1**
130 W INNES ST

**Street 2**

**City**
SALISBURY

**State/U.S. Territory**
North Carolina

**Zip/Postal Code**
28147

**Country**
United States

**County/Parish**
--

**Province**
--

## Award Details

**Payment Award Date**
6/16/22

**Award Type**
Initial

**Award Number**
15PBJA-20-RR-00496-SCAA

**Supplement Number**
00

**Payment Award Amount**
$14,416.00

**Funding Instrument Type**
Reimbursement

| Assistance Listing Number | Assistance Listings Program Title |
|---|---|
| 16.606 | |

**Statutory Authority**

The FY 2020 program is authorized by 8 U.S.C. § 1231(i) and Consolidated Appropriations Act, 2020, Pub. L. No. 116-93, 133 Stat 2317, 240. See also 28 U.S.C. § 530C(a).

☐ *I have read and understand the information presented in this section of the award instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the award instrument.**

1

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes", as required by 8 U.S.C. § 1231(i)(6).

2

In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

☐ *I have read and understand the information presented in this section of the award instrument.*

## SCAAP Certifications

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the FY 2020 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

☐ *I have read and understand the information presented in this section of the award instrument.*

## ⌄ SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable "correctional purposes."

☐ Salaries for corrections officers

☐ Overtime costs

☐ Corrections work force recruitment and retention

- [ ] Construction of corrections facilities
- [ ] Training/education for offenders
- [ ] Training for corrections officers related to offender population management
- [ ] Consultants involved with offender population
- [ ] Medical and mental health services
- [ ] Vehicle rental/purchase for transport of offenders
- [ ] Prison industries
- [ ] Pre-release/reentry programs
- [ ] Technology involving offender management/inter-agency information sharing
- [ ] Disaster preparedness continuity of operations for corrections facility

- [ ] *I have read and understand the information presented in this section of the award instrument.*

## Award Acceptance

**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil

penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

| Title of Approving Official | Name of Approving Official | Signed Date And Time |
|---|---|---|
| Deputy Assistant Attorney General | Maureen Henneberg | 6/16/22 12:03 AM |

### Authorized Representative

### Entity Acceptance

Title of Authorized Entity Official

— —

Signed Date And Time

— —

# BA-01-710 - BOC 08-07

Final Audit Report 2023-07-28

| | |
|---|---|
| Created: | 2023-07-28 |
| By: | Teresa Sharpless (teresa.sharpless@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA0kSjVoLbqv3iGTR9lRbvnXI9YKA1moZQ |

## "BA-01-710 - BOC 08-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-07-28 - 2:34:29 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-07-28 - 2:35:14 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-07-28 - 5:41:23 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-07-28 - 5:41:23 PM GMT

**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:** 8/7/2023
**SUBJECT:** Rowan County Asset Policy

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The Finance Department is requesting the Board of Commissioners approve an Asset Policy that establishes asset reporting requirements that comply with financial reporting requirements established by the Governmental Accounting Standards Board (GASB). Finance will also follow the North Carolina State Controllers guidance for asset recording. Finance is also asking for the Board to authorize the Finance Director or designee to dispose of property using govdeals.com for items with a fair market value of $10,000 or less without bringing each item to the Board for approval. Before disposal, finance will ask if other departments have a need for the assets.

Board of Commissioners to approve the attached Rowan County Asset Policy.

**ATTACHMENTS:**
1. Capital Asset Policy

# Rowan County Asset Policy

Subject: Assets

Purpose: Define the criteria for determining capital assets for the County.

The purpose of this Policy is to establish asset reporting requirements that comply with financial reporting requirements established by the Governmental Accounting Standards Board (GASB).

Policy: A capital asset is property, such as land, land improvements, easements, buildings, machinery and equipment, works of art and historical treasures, intangible assets and infrastructure, with a cost equal to or greater than $5,000 and a useful life of two or more years. Capital assets are acquired for use in normal operations and are not for resale. These assets are subject to depreciation. It is the County's policy that items costing $2,500 to $4,999 are considered fixed assets. These assets will be recorded and maintained within each department and are subject to periodic audit. Items costing less than $2,500 are normally expensed instead of being considered an asset.

Consideration is given for finding an appropriate balance between minimizing the cost of recordkeeping and ensuring that all significant capital assets, collectively, are capitalized. Computers are examples of assets that may not meet the capitalization policy on an individual basis, but if bought in bulk, they could be significant collectively. Bulk purchases of items costing less than $5,000 each will be considered capital purchases if the total acquisition cost is $100,000 or more.

Local governments and public authorities are required by NC General Statute 159-26(b)(8) to maintain "a ledger or group of accounts in which to record the details relating to the general capital assets of the unit or public authority."

Rowan County follows the North Carolina Office of State Controllers guidance for asset recording and classifications.

## Classification of Capital Assets

Capital assets owned by the County should be recorded in the accounting records. Accounting classifications of capital assets are as follows:

1. Land
   A capital asset account that reflects the value of land and the rights to land owned by the governmental unit. It includes all land held in fee simple and all rights to land that has no termination date.

2. Buildings and Building Improvements
   A capital asset account that reflects the acquisition value of permanent structures owned by the County used to house persons and property. Permanently installed fixtures to or within these structures are considered parts of the structures. The costs of major improvements to structures are included in this account.

3. Land Improvements
   A capital asset account that reflects the acquisition value of long-lasting features (other than buildings) that add value to the land or improve the use of the land. Examples of such improvements are: fences, retaining walls, draining systems, sidewalks, parking lots, street lights/outdoor lighting, signs, and driveways. (Note the initial acquisition cost is capitalized when the asset classification criteria are met. Repairs to existing land improvements are considered normal repair and maintenance expenses.)

This category of capital assets includes roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and similar assets that are immovable and of value only to the County. Recording of public domain or infrastructure type capital assets in the accounting records is optional.

4. Equipment, Vehicles and Furniture
A capital asset account that reflects the value of tangible property not permanently affixed to real property, used in carrying out the operations of the governmental unit. Examples of equipment are machinery, furniture, and vehicles.

5. Construction in Progress
A capital asset account that reflects amounts expended on an incomplete building or other capital construction project. When the project is complete, the cumulative costs are transferred to another appropriate capital asset account.

***Valuation of Capital Assets***

Capital assets should be accounted for at cost or if the cost is not practicably determinable, at estimated historical cost. Donated capital assets should be recorded at their estimated fair market value when received.

Valuations considerations by category of capital assets include:

1. Land
If the land is purchased, the valuation includes such costs as purchase price, legal fees, filling and excavation, and other costs directly related to the acquisition of the land and its preparation for use. Rights-of-way and easements are recorded at purchase cost plus legal costs. If land is acquired as a gift (donation), the valuation recorded should be the appraised value at the time of acquisition. Proceeds from the salvaging of any assets removed from the land reduce the land's value.

2. Buildings and Building Improvements
If purchased or constructed, the valuation of buildings includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired as a donation, the valuation recorded should be the appraised value at the time of acquisition.

3. Land Improvements
The basis for valuation is the same as for buildings and building improvements.

4. Equipment, Vehicles and Furniture The basis for valuation of purchased equipment includes the net contract price, transportation charges, and the cost of installing special devices or other preparations required to ready the asset for its intended use. The basis for valuation of donated equipment is the appraised value at the date acquired.

Accounting for Capital Assets
Capital assets transactions arrive primarily from acquisitions and disposals of capital assets. These transactions appear first in the expenditure ledger as purchases. It is important that capital assets' records be maintained once they have been established.

***Capital Assets' Inventory***

The existence and condition of all capital assets should be verified annually by each department. Any discrepancies discovered should be brought to the attention of the Finance Department for correction.

Procedure:

1. Recording Capital Assets

The County may acquire capital assets by several methods. Possible acquisition methods include: purchase, lease-purchase, installment purchase, construction, eminent domain, tax foreclosures, and donations. Listed below are the categories in which we record assets in the County.

a. Land
All land and permanent rights to land (e.g., easements) should be recorded without regard to value.

b. Buildings and Building Improvements
All buildings should be recorded at acquisition cost without regard to significant value. Additions costing $5,000 or more should be recorded as capital assets.

c. Land Improvements
Improvements other than buildings that cost $5,000 or more should be recorded as capital assets (e.g., parking lots, sidewalks, and fences).

d. Equipment, Vehicles and Furniture
Equipment costing $5,000 or more should be recorded as capital assets.

e. Construction in Progress
All costs incurred in the construction of buildings or other capital construction projects which have not been completed by the end of the fiscal year should be capitalized.

When the County decides to increase the dollar value for capitalization, all old assets not meeting the new requirement should be removed from the capital assets records.

2. Controlling Capital Assets
Periodically, Capital Assets records will be updated by the Finance Department.

Annually, a current Capital Asset report will be submitted to each department, listing all assets maintained by the respective department. The report should be reviewed upon receipt. Each department head should assign a designee to assume responsibility for that department's capital assets. This person should physically identify the capital asset in the appropriate place.

Any time a department wishes to either transfer a capital asset to another department or to surplus a capital asset, a transfer form (See Transfer / Surplus Form) must be completed to initiate the process. Some of the basic information needed for each asset is the original department, location, description, serial number, capital asset number, destination department/surplus and date of transfer. This form should be submitted to the Finance Department so that capital asset records can be updated prior to the asset moving from the department.

3. Disposal of Capital Assets
A department may not dispose of an asset which continues to have a public purpose. Under the North Carolina Constitution, it is generally unconstitutional for local governments to dispose of property for less than its fair market value. A gift of property or a sale at well below market value constitutes the granting of an "exclusive privilege or emolument" to the person receiving the property, which is prohibited by Article 1, Section 32 of the Constitution. Most of the procedures by which a local government is permitted to sell or otherwise dispose of property are competitive, and the NC Supreme Court has indicated that the price resulting from an open and competitive procedure will normally be considered appropriate.

It is not always constitutionally necessary that a local government receive any monetary consideration when it conveys property. A contract with the receiving party to put the capital asset to some public use constitutes sufficient

consideration for the conveyance. (The receiver is usually, but not always, another government). County will follow NCGS 160A-279 or 160A-280 when disposing of property through conveyance.

G.S. 143A-176 provides that “whenever a county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns.”

Rowan County submits their disposals of capital assets to govdeals.com for the disposal process, unless otherwise approved by the Board of Commissioners.

Board of Commissioners authorizes the Finance Director or designee to dispose of property through govdeals.com with a fair market value of $10,000 or less. If property does not sale Finance Director or designee may dispose of property at landfill.

4. Surplus Property

Surplus property is defined as assets retained by the County that are not currently in use by the designated department. The Finance Department, in cooperation with several other areas, administers assets when they are declared surplus by their respective users. Once an asset is determined to be surplus, it is the responsibility of the owning location to coordinate with Finance to transfer the asset to a new department or storage location (if applicable). A transfer/surplus form is to be completed and submitted into workflow for approval. The asset is to remain in the original location’s inventory until the workflow approval process is complete, after which the asset may be physically removed. If the asset is deemed to have exhausted its useful life and determined to be more costly to repair than to replace, Finance utilizes the public auction process to dispose of surplus. This process does not include computers and other IT technology that could contain data. An outside recycling vendor is used to dispose of surplus/scrap computers.

Note: Please do not remove asset tags from the asset upon moving to Surplus Inventory.

**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:** 8/7/2023
**SUBJECT:** Ag South Communities Grant

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Cooperative Extension would like to apply for a grant from Ag South to buy supplies to support the Rowan County Youth Livestock Program.

This project aims to purchase materials to expand our youth livestock program and assist with making our current projects more successful. We are looking to buy show rabbit cages for our growing Rabbit project. This past year, we had 36 youths from three counties participate. We also have a Broiler and Pullet Project and are looking to purchase show cages to make the show run smoothly. The cages would also be used for 4-H Poultry Judging. We hope to buy livestock clippers, scales, and a shearing stand for our Show Lamb projects. The clippers would also be used for the Dairy Heifer project, and the scales would be used to weigh broilers, meat rabbits for our Rabbit project, and turkeys for the state-level Turkey project that Rowan youth participate in. Lastly, we have an Embryology program that we offer through the schools. We need to replace a few incubators that failed in 2023 to provide more classroom opportunities in the county.

The cost of this project is $5000.00 which is the amount of the Ag South grant.

**ATTACHMENTS:**
1. Ag South Communities Grant

AgSouth Farm Credit

# GROWING OUR COMMUNITIES GRANT

## Keeping the future of agriculture bright

Each year, AgSouth Farm Credit supports non-profit organizations and farmers markets with grants of up to $5,000 to help in their endeavors and to further the future of agriculture in our region of Georgia, North Carolina, and South Carolina.

## Grant Mission & Objectives

The AgSouth Growing Our Communities Grant's mission is to build strong partnerships and alliances, leveraging the resources within our grant program to preserve and promote the farmer, the family, and our communities. The grant has three main objectives:

- Invest in the future of agriculture.
- Enhance and impact the quality of life in the AgSouth territory.
- Be recognized as a leading corporate citizen in the AgSouth territory.

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Aaron Church, County Manager
**DATE:** 8/7/2023
**SUBJECT:** Resolution Approving Conveyance of Property to a Nonprofit Organization

---

Please approve the attached resolution.

**ATTACHMENTS:**
1. Resolution

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

# Resolution Approving Conveyance of Property to A Nonprofit Organization Pursuant to G.S. 160A-279

**WHEREAS**, the County of Rowan owns a parcel of land located in Rowan County: Tax Parcel number 402-089; and

**WHEREAS**, North Carolina General Statute § 160A-279 authorizes a city or county to convey real or personal property by private sale to a nonprofit corporation if the city or county is authorized by law to appropriate money to the corporation; and

**WHEREAS**, the County of Rowan has negotiated with Rowan Cabarrus Community College to convey the parcel described above, in order that the Rowan Cabarrus Community College may own and improve as necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the ROWAN COUNTY BOARD OF COMMISSIONERS that the County shall transfer at no cost that certain 25-acre parcel shown as Tax Parcel number 402-089 to Rowan Cabarrus Community College to be retained, used or developed consistent with its educational purposes, and further authorizes its Manager or Chairman to execute any and all documents to effectuate said transfer.

This the 7th day of August 2023.

_____
Gregory Edds, Chairman

ATTEST:

_____
Sarah Pack, Clerk to Board

Equal Opportunity Employer

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:**
**DATE:** 8/7/2023
**SUBJECT:** Richmond County Detention Center Interlocal Agreement

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**ATTACHMENTS:**

1. Richmond County Detention_Center_Agreement Inmate Transfer (2023) v.2 jo edits

NORTH CAROLINA

ROWAN COUNTY

**Interlocal Detention Center Agreement**

This Interlocal Detention Center Agreement ("'Agreement") is entered into effective the __ day of August, 2023, by and between **Rowan County, North Carolina,** a political subdivision of the State of North Carolina, and the Rowan County Sheriff's Department with its principal place of business at 115 West Liberty Street, Salisbury 28144 (collectively "Rowan County") and **Richmond County, North Carolina** a political subdivision of the state of North Carolina and the Richmond County Sheriff's Department, with its principal place of business at _____(collectively "Richmond County"').

**Whereas, Richmond County** has a need to alleviate jail overcrowding, which would require a reduction of the inmate population; and

**Whereas**, Rowan County is not currently experiencing overcrowding of its inmate detention facilities and, on occasion, has space available to house additional inmates; and

**Whereas**, Richmond County has requested that Rowan County consider housing certain Richmond County inmates and Rowan County has agreed to do so, all in accordance with the terms and conditions of this Agreement; and

**Whereas**, this Agreement is authorized pursuant to North Carolina General Statutes Chapter 162.

**Now therefore**, in consideration of the following promises, covenants and other good and valuable consideration, the parties hereto agree as follows:

I. **Housing Facilities.** Rowan County will provide inmate detention facilities for certain Richmond County detainees and prisoners (hereafter, "Inmate(s)") in Rowan County's Detention Center ("Center") located at 115 West Liberty Street, Salisbury, NC or its annex located at 400 Grace Church Road, Salisbury, NC and houses the inmates detained for pre-trial and sentenced inmates confined to Rowan County. Rowan County will provide the same standard of care with regard to surveillance, security, and protection of inmates as is afforded Rowan County detainees and prisoners.

2. **Overcrowding of Center.** In the event the Center reaches maximum capacity, Rowan County shall not be required to accept any Inmates until such time as the Center has enough available space to accept additional inmates. The Detention Center presently has 70 beds available for use. although due to

classification of inmates, the actual number is slightly lower. Because of this, Rowan County can require Richmond County to pick up Inmates housed in the Center.

3. **Expenses.** As reimbursement of general room and board expenses, Richmond County agrees to pay Rowan County the sum of fifty dollars ($50.00) per day per Richmond County inmate housed in the Center.

In addition to room and board expenses, Richmond County will reimburse Rowan County for the cost of ordinary and extraordinary medical costs and expenses attributable to any Inmate, including without limitation the following:

a. Medical care provided to any inmate as a result of hospitalization.

b. Ordinary expenses for Inmate medical care, including all expenses for any illnesses as an outpatient or inpatient of the Center Infirmary or any hospital to which Inmate is transferred or treated.

c. Co-pay Requirement. All medical services shall be provided subject to a co-pay of $20 which shall be the responsibility of the inmate receiving the service.

d. Cost of Security for Certain Medical Services. Sending County shall pay for the time spent by Receiving County's Offices while transporting or maintaining custody of Sending County's inmates during the provision of medical services outside the Jail at a rate of $35 per hour.

e. The cost of any other out-of-pocket expense that occurs with a Richmond County inmate.

4. **Limitation On Number of Inmates.** Rowan County shall not be required to house more than fourteen (14) inmates in the Center.

5. **Restrictions on Inmates Offenses/Medical Condition.** Inmates housed in the Center must be pretrial, civil sentences, or sentenced confinement. In addition, Richmond County will not transport any Inmate to the Center with a known serious medical condition. Each inmate shall have a medical clearance form stating that they have been cleared medically by the medical staff of the Richmond County Detention Center no later than their arrival at the Center.

6. **Transportation of Inmates.** The Richmond County Sheriff's Office shall be responsible for transporting any Richmond County inmate to and from the Center.

7. **Payment Terms.** Each month the Inmates are incarcerated at the Center, Rowan County shall invoice Richmond County for all costs and expenses attributable to the Inmates by the fifteenth (15th) day of each month. Richmond County shall pay such invoice by the last day of each month.

8. **Removal of Disruptive Inmates.** If in the opinion of the Rowan County Sheriff's Office, any Inmate becomes unruly disruptive or becomes such a disciplinary problem as to interfere with the orderly operation of the Center, the Rowan County Sheriff's Office will notify the Richmond County Sheriff's Office, and the Richmond County Sheriff's Office will pick up the disruptive Inmate within 24 hours of notification.

9. **Term of Agreement.** The Initial Term of this Agreement shall be from the 8th day of August, 2023 through midnight the 8th day of October, 2023. This Agreement may be renewed at the expiration of this Initial Term by mutual written agreement or the parties hereto. However, in the event, either party hereto deems it necessary to terminate this Agreement for whatever reason, this Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party at the address set forth in this Agreement.

10. **Amendments and Modifications.** This Agreement may only be modified in writing, signed by the parties hereto. However, Richmond County and Rowan County agree that the Sheriff's Office of both counties may attach exhibits or supplements to this Agreement pertaining solely to specific procedures for the transport, acceptance, and discharge of Inmates, provided the terms of such supplements or exhibits are not in contradiction to the terms and conditions of this Agreement.

11. **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not deemed to be a controlling part of this Agreement.

{Signature Page Follows}

In Witness hereof, the parties hereto have executed this Agreement in duplicate originals, effective the date set forth above.

**Rowan County, North Carolina**

BY:

_____

Its: Manager

Richmond County, North Carolina

BY:

_____

Its: Manager

This instrument has been preaudited in accordance with the local government budget and fiscal control act.

By:_____
Richmond County finance Director

**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:** 8/7/2023
**SUBJECT:** Z 02-23 Legislative Hearing: Fisher Athletic Equipment Company, Inc

---

## BACKGROUND

Fisher Athletic Equipment Company, Inc. has operated as an athletic equipment manufacturer at 2060 Cauble Road since 1970. This business specializes in the manufacture of training and competition-use equipment for football, track & field and basketball used by colleges, high schools / middle schools and parks and recreation departments.

Previous expansions of facility operations occurred in 1976 and 1998 when the property was located in the City of Salisbury's ETJ. When the County acquired land use jurisdiction of the site in 1999, this property was designated as CBI. Fisher Atheltic recently acquired property from an adjoining owner that has since been combined with their property resulting in the parcel having both CBI and RA zoning.

## REQUEST

Fisher Athletic Equipment company Inc. has submitted a rezoning application for 1.8 acres of the rear portion of their property located at 2060 Cauble Road. This portion of Tax Parcel 310-247 is currently zoned Rural Agricultural (RA) and is requested to be designated Commercial, Business, Industrial (CBI).

## PROCEDURAL STEPS

1. Receive Staff Report
2. Conduct Public Hearing
3. Close Public Hearing and Discuss Case
4. Adopt Statement of Consistency and Reasonableness
5. Render Decision on Z 02-23

## PLANNING BOARD RECOMMENDATION

Following consideration of this request at its June 26, 2023 meeting, the Planning Board provides a favorable Statement of Consistency and Reasonableness and recommendation for Z 02-23.

**Statement of Consistency and Reasonableness**

Z 02-23 is consistent with the West Rowan Land Use Plan and is reasonable and appropriate based on the following:

1. It allows for the parcel to be used consistently with the existing structure.
2. It increases the tax base and job creation
3. The property has been in non-residential use since 1970.
4. The purpose and intent of a family business is present.

## ATTACHMENTS:

1. Staff Report
2. Attachment 1: Fisher Athletic application_Z.02.23
3. Attachment 2: Exception Plat
4. Attachment 3: Vicinity Map
5. Attachment 4: Table of Uses Excerpt
6. Consistency & Reasonableness Worksheet

**Rowan County Planning & Development**
402 N. Main Street Room 204 Salisbury, NC 28144

# Z 02-23 Staff Report

**PROPERTY OWNER:** Fisher Athletic Equipment Company, Inc.
**APPLICANT:** Brian Pritchard, President, Fisher Athletic
**REQUEST:** Commercial, Business, Industrial (CBI) for portion of TP: 310-247; Application included as Attachment 1

## BACKGROUND

Fisher Athletic Equipment Company, Inc. has operated as an athletic equipment manufacturer at 2060 Cauble Road since 1970. This location is the headquarters for Fisher Athletic and employs seventy (70) full-time employees; the secondary location is Camargo, Illinois and has eleven (11) full-time employees. Fisher Athletic specializes in the manufacture of training and competition-use equipment for football, track & field and basketball used by colleges, high schools / middle schools and parks and recreation departments. Eighty percent (80%) of its sales are in the US and twenty percent (20%) are in Canada and Puerto Rico.

### Planning Related History

**Salisbury:** Prior to adoption of countywide zoning in 1998, this site was located within the City of Salisbury's two-mile ETJ. Case files for the City indicate:

- Z-6-76 June 15, 1976 Council rezoned Tax Map 310 Parcel 247 (2.28 acres) from A-1 (Agricultural) to M-1 (Light Industrial) to support "the family business operating in the area since before zoning was established in the two-mile ETJ, … and the rezoning was necessary for the non-conforming use to expand."
- Z-22-98 November 3, 1998 Council approved an A-1 to M-1 rezoning for a 75' x 305' portion of property that had been added to the northern edge of Tax Map 310 Parcel 247. This approximate 22,875 sq ft addition once again allowed Fisher Athletic to expand.

**Rowan County:**

- Z-16-99 Rowan County and Salisbury agree to a new ETJ boundary that rescinds the City's 2-mile ETJ to a one-mile boundary. Fisher Athletic and other properties zoned M-1 along Cauble Rd were zoned CBI by Rowan County.
- Exception Fisher Athletic acquired 1.861 acres from Tax Map 310 Parcel 246 and combined it with Tax Map 310 Parcel 247. Administratively approved as an "Exception Plat" on March 2, 2023; reference Attachment 2.

### Property Characteristics

Prior to Fisher Athletic's exception plat property acquisition, the facility and its operational area virtually occupied the entire available building envelope. The parcel has three (3) buildings

housing manufacturing operations, offices and warehousing that consist of the original building (6900 sq ft); second expansion (17,640 sq ft) and third expansion (19,600 sq ft). The recent property acquisition boosted frontage along Cauble Rd to four hundred sixteen (416) feet and added an additional 1.86 acres for a current tract size of 4.28 acres. Reference Attachment 3.

This property utilizes a well and septic system and any future expansions will rely on the same. The site is not impacted by a flood zone, airport zoning overlay or watershed impervious cover limitations; however, it is in the Phase 2 stormwater area managed by NCDEQ for projects that generally exceed one (1) acre.

**ZONING ANALYSIS**

| | |
|---|---|
| **Current Zone:** | Rural Agricultural (RA) |
| **Requested:** | Commercial, Business, Industrial (CBI)<br>Rezoning of the 1.861 acre "exception plat property" is proposed for the general CBI district. Although the assumption would be rezoning this area is to allow for expansion(s) of Fisher Athletic operations, the general rezoning will allow for any use permitted in the CBI district to be built and operate at this location. |
| **Plan Conformity** | The site is located in Area 2 of the Western Area Land Use Plan<br>Area 2 comprises the lands adjacent to Salisbury, Spencer, China Grove and Landis. Proximity to these municipal areas generally assumes that residential uses are expected, but commercial recommendations in the area tend to support such development at nodes or highways. While the site is neither located in a Community and Regional Node nor Highway Business corridor, the Rural Business category recommendation indicates major / minor thoroughfares (other than NC / US Highways) are appropriate for the Neighborhood Business (NB) district. In terms of zoning hierarchy, CBI is a less restrictive district than NB as it allows more uses with less standards. |
| **Purpose & Intent** | The CBI district allows for a wide range of commercial, business and light to medium industrial activities to support local and regional economies. Appropriate designations are in commercial corridors and areas served by public utilities or other areas if the existing or proposed development is compatible with the surrounding area and overall public good is served.<br><br>The current Fisher Athletic operations are zoned CBI which was deemed consistent with the City's M-1 designation at the time of ETJ relinquishment. As noted previously, Fisher Athletic has operated in some capacity at this site since 1970. |
| **Compatibility Of Uses** | Fisher Athletic is categorized as a Standard Industrial Classification (SIC) 3949 **"**Sporting and Athletic Goods Manufacturing" within the group code 39 for Miscellaneous manufacturing industries. Group 39 uses are **P**ermitted in the CBI and Industrial (IND) districts and subject to **S**pecial **R**equirements in the RA, Rural Residential (RR) and NB districts. |

As a **P**ermitted use, the applicable zoning standards relate to building setbacks, parking, access, screening (if within 200' of a residence) and no limitation on building size (unless in a watershed); as a **S**pecial **R**equirement use, the primary standard, in addition to the aforementioned, limits building size to ten percent (10%) of the lot size in RA up to 12,000 sq ft; 2,000 sq ft in the RR; and ten percent (10%) of the lot size up to 10,000 sq ft and five percent (5%) of the lot size thereafter up to 25,000 sq ft in NB.

The Zoning Ordinance's Table of Uses is included in Attachment 4 which offers a detailed comparison between uses allowed in RA and CBI. For general reference, the difference between uses allowed as SR in RA and Permitted in CBI are the allowance of food, textiles, drugs, soaps and paper manufacturing, oil / gas storage, brick / metal wholesale, drug and alcohol treatment centers, and public administration in CBI.

**Vicinity Conditions**

North of site: RA zoning consisting of several vacant tracts immediately adjacent (on west side of Cauble Rd) and residential uses on east side of Cauble Rd

South of site: CBI zoning for four (4) parcels and portions of two (2) others. These properties are residentially developed, but the CBI zoning is a "carry-over" from the previous M-1 zoning when Salisbury's ETJ governed the area.

East of site: RA zoning consisting of residentially developed properties fronting Cauble Rd and the Northridge Subdivision developed in 1998 that consists of 31 lots

West of site: RA zoning comprised five (5) large tracts.

## POTENTIAL IMPACTS

**Traffic**

Cauble Road (SR# 1911) is classified as a minor thoroughfare with a capacity of 13,100 vehicles per day according to the Cabarrus-Rowan Metropolitan Planning Organization's Street Appendix. The road has an eighteen (18) foot width, sixty (60) foot right-of-way and forty-five (45) miles per hour speed limit.

The most recent Average Annual Daily Traffic (AADT) from NCDOT for Cauble Rd is dated 2015 and indicates 950 vehicles near its intersection with E. Ridge Rd and 980 vehicles near is intersection with US 601 Highway.

**Utilities**

As noted previously, the site is served by well and septic. Municipal water and sewer are located over one (1) road mile south of the site on Sells Rd.

## PLANNING BOARD RECOMMENDATION

Following consideration of this request at its June 26, 2023 meeting the Planning Board provides a favorable Statement of Consistency and Reasonableness and recommendation for Z 02-23.

**Statement of Consistency and Reasonableness**

Z 02-23 is consistent with the West Rowan Land Use Plan and is reasonable and appropriate based on the following:

1. It allows for the parcel to be used consistently with existing structure
2. It increase tax base and job creation
3. The property has been in non-residential use since 1970
4. The purpose and intent of a family business is present

**Vote**

The motion to approve Z 02-23 was approved unanimously on a 7-0 vote.

**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 02-23
Date Filed 5.18.23
Received By MSM
Amount Paid #500.00

**Office Use Only**
EnerGov: Z-019789-2023

# REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: R. Brian Pritchard
Signature: [signature]
Phone: 704.636.5713 Email: brianpritchard@fisherathletic.com
Address: 2060 Cauble RD. Salisbury, NC. 28146

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

Name:
Signature: SAME AS ABOVE
Phone: Email:
Address:

PROPERTY DETAILS:

Tax Parcel(s): 310 247 Size (sq.ft. or acres): 4.28
Property Location: 2060 Cauble Road
Current Land Use: SPORTS MANUFACTURING
Date Acquired: 5.12.2023 Deed Reference: Book 1423-190 Page

REQUEST DETAILS:

Existing Zoning District CBI 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**

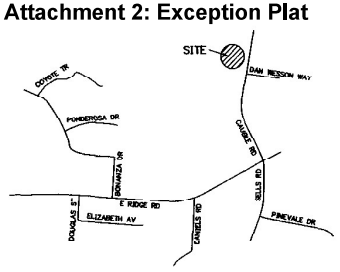
---

**OFFICIAL USE ONLY**

1. Signature of Rezoning Coordinator: MSM 2. Planning Board Courtesy Hearing: 6 / 26 / 23 3. Notifications Mailed: 6 / 16 / 23 4. Property Posted: 6 / 16 / 23 5. Planning Board Action: Approved X Denied _____ 6. Board of Commissioners Public Hearing: 8 / 7 / 23 7. Notifications Mailed: 7 / 28 / 23 8. Property Posted: 7 / 28 / 23 9. Dates Advertised: 1st 7 / 25 / 23 2nd 8 / 1 / 23 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: / /

---

## Attachment 2: Exception Plat




VICINITY MAP *** NOT TO SCALE

ROWAN COUNTY
FILED FOR REGISTRATION AT 4:14 o'CLOCK P.M.
March 2, 2023 AND REGISTERED IN MAP BOOK 9995 PAGE 10412.

J. E. BRINDLE, REGISTER OF DEEDS
Silvia Comecchume
ASSISTANT/DEPUTY

Doc ID: 015242410001 Type: CRP
Recorded: 03/02/2023 at 04:14:01 PM
Fee Amt: $21.00 Page 1 of 1
Rowan, NC
J. E. Brindle Register of Deeds
BK 9995 PG 10413

Control Corner
#5 Rebar
N. 723,241.7657'
E. 1,559,791.3123'
N.C. Grid - NAD 83 (2011)
Ground Coordinates

S 79° 14' 28" E — 175.00'

#3 Rebar

TIMOTHY C. CLANCY
D.B. 669 PG. 868
PARCEL ID 310 278
ZONED RA
*** BOOK OF MAPS 9995 PAGE 2203 ***

— N 79° 14' 28" W 304.64' Dist.

(16' Paved)

*Tract 2A*
*1.861 Acres*
P\O Parcel ID 310 246
Zoned RA & CBI

New Line (3-1-2023)
N 9° 10' 16" E — 365.00'

— S 9° 10' 16" W 359.64'

RESIDUAL TRACT
P\O TRACT 1
DAWN F. CLANCY
D.B. 947 PG. 973
REMAINDER OF
PARCEL ID 310 246
ZONED RA & CBI
*** BOOK OF MAPS 9995 PAGE 1615 ***
28.25 AC. +/- BY SUBTRACTION

TRACT 2
FISHER ATHLETIC EQUIPMENT CO., INC.
D.B. 601 PG. 446
PARCEL ID 310 247
ZONED CBI
(2.71 AC. +/-)
*** BOOK OF MAPS 9995 PAGE 1615 ***

Dist. — S 9° 10' 16" W 348.42'

50' M.B.L.

*Cauble Road S.R. 1911 60' Public RW*

N.C. GRID NORTH - NAD 83 (2011)
(BOOK OF MAPS 9995 PAGE 10159)

Control Corner
#5 Rebar
N. 722,881.4316'
E. 1,559,733.1370'
N.C. Grid - NAD 83 (2011)
Ground Coordinates

— N 64° 46' 14" W 148.29'
New Line (3-1-2023)

EXTENSION OF EXISTING 30' R/W (0.014 AC.) (3-1-2023)

#5 Rebar

GRAVEL DRIVE

GRAVEL DRIVE & PARKING LOT

EXISTING 30' R/W (0.140 AC.) AS PER BOOK OF MAPS 9995 PAGE 1615

S 83° 32' 29" E — 304.75' Total
295.02'
N 83° 32' 29" W 336.10' Total
296.58'

Note: L5 & L6 are New Lines (3-1-2023)

305.46'
— N 83° 32' 29" W 335.00' Total
New Line (3-1-2023)

*Dan Wesson Way*
*60' Public RW*

APPX. ZONING LINE - ZONED RA ZONED CBI

— 1309' +/- to E. Ridge Rd.

| Line | Bearing | Distance |
|---|---|---|
| L1 | S 83° 32' 29" E | 9.73' |
| L2 | S 9° 37' 31" W | 20.03' |
| L3 | N 83° 32' 29" W | 20.03' |
| L4 | N 83° 32' 29" W | 29.94' |
| L5 | N 6° 27' 31" E | 20.00' |
| L6 | N 9° 27' 31" E | 20.00' |
| L7 | N 9° 10' 16" E | 20.02' |
| L8 | N 83° 32' 29" W | 31.51' |
| L9 | S 83° 32' 29" E | 12.46' |
| L10 | S 5° 28' 27" W | 10.36' |

NOTES:
1. THIS PROPERTY IS TO BE SERVED BY PRIVATE WELL AND PRIVATE SEPTIC TANK SYSTEMS.
2. TOTAL AREA SURVEYED: 1.861 ACRES.
3. THIS PROPERTY IS ZONED RA & CBI (ROWAN COUNTY).
4. ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A 10' UTILITY EASEMENT ON EITHER SIDE.
5. THIS PROPERTY LIES IN DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) (SEE FIRM 3710576200L). EFFECTIVE DATE (6-16-2009).
6. ALL DISTANCES SHOWN ARE HORIZONTAL.
7. THE COMBINED FACTOR FOR THIS SURVEY EQUALS 0.99986864.
8. ROWAN COUNTY DOES NOT GUARANTEE THE SUITABILITY OF ANY LOT FOR THE PLACEMENT OF A SEWAGE DISPOSAL AND/OR WATER SUPPLY SYSTEM.
9. TRACT 2 (1.861 ACRES) (P\O PARCEL ID 310 246) IS TO BE RECOMBINED WITH THE EXISTING PROPERTY OF FISHER ATHLETIC EQUIPMENT CO., INC. (2.71 AC. +/ ) (PARCEL ID 310 247) TO FORM ONE PARCEL CONTAINING A TOTAL OF 4.571 AC. +/-.
10. THE RESIDUAL TRACT (28.25 AC. +/-) (REMAINDER OF PARCEL ID 310 246) IS TO BE RETAINED BY DAWN F. CLANCY.
11. THIS PROPERTY IS NOT LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED.

Note:
This combination will only become effective after the recordation of a document or plat expressing the owners intent to combine the noted parcels in the Office of Rowan County Register of Deeds.

CBI ZONING
BUILDING SETBACK LINES ARE AS FOLLOWS:
50' FROM STREET RIGHT OF WAY LINE
10' OR 0' FROM SIDE PROPERTY LINE
30' FROM SIDE PROPERTY LINE ABUTTING STREET
10' OR 0' FROM REAR PROPERTY LINE

RA ZONING
BUILDING SETBACK LINES ARE AS FOLLOWS:
30' FROM STREET RIGHT OF WAY LINE
10' FROM SIDE PROPERTY LINE
20' FROM SIDE PROPERTY LINE ABUTTING STREET
10' FROM REAR PROPERTY LINE

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT FOR RECORDATION IS AN EXCEPTION TO THE SUBDIVISION ORDINANCE OF ROWAN COUNTY, NORTH CAROLINA AS DEFINED IN SECTION 22-6.

SUBDIVISION ADMINISTRATOR
ROWAN COUNTY, NORTH CAROLINA
DATE 3/2/23

I, RICHARD L. SHULENBURGER, PROFESSIONAL LAND SURVEYOR, L-2667 N.C., CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

RICHARD L. SHULENBURGER, P.L.S. — DATE 3.1.23

BAR GRAPH SCALE: 1" = 50'
0 25 50 100 150 200

LEGEND
- Existing Railroad Spike
- Utility Pole
- Ex. Iron (as described)
- New Iron (#5 rebar)
- Point (not set)
- *Existing Nail*
- Computing

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Adam Paplin REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

3/2/23

NORTH CAROLINA PROFESSIONAL SEAL L-2667 LAND SURVEYOR RICHARD L. SHULENBURGER

I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N\A) PG. (N\A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 1st DAY OF MARCH, 2023.

3.1.23

PROPERTY SURVEY FOR:
*Fisher Athletic Equipment Co., Inc.*

SCALE: 1" = 50'
DATE: 3-1-2023
2060 Cauble Road
P\O Tract 1 of Book of Maps 9995 Page 1615

FRANKLIN TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
REFERENCES: P\O Parcel ID 310 246.
Deed Book 947 Page 973.
Book of Maps 9995 Page 1615.

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A. (FIRM # C-1858)
614 N. MAIN ST., SUITE A, SALISBURY, N.C. PHONE: 704-637-9823

Attachment 3: Fisher Athletic facility
Cauble Rd
Fisher Atheltic
(4.28A)
Z 02-23
Area for
Consideration
175.00
365.00
148.29
40.00
305.46
(335.00)
40.06
376.80
274.64
(304.64)
(54)
(220)
(201)
260
(0.86A)
(142)
256.82
(0.83A)
(136)
253.45
(0.86A)
145
250.66
Dan Wesson
249.64
(0.94A)
(173)
160
248.12
(0.93A)
(162)
100 50 0 100 Feet
Vicinity Map & Zoning Districts
RR
RA
RA
CAUBLE
SITE
CBI
BONANZA
RS
RIDGE
SELLS
Salisbury ETJ
Salisbury ETJ
N

# Attachment 4: Table of Uses

(Ord. of 1-19-98, § VI; Amend. of 6-21-21)

## Sec. 21-113. Table of uses.

Current District

Requested District

P- Permitted by Right
P(A) - Permitted as Accessory Use
SR - Permitted with Special Requirements
SR (A) – Permitted with Special Requirements as Accessory Use
S - Special Use
CD - Conditional District

| SIC | Use | Zoning Districts: Residential RA | RR | RS | MHP | MFR | Nonresidential AI | CBI | NB | INST | IND |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Residential*** | | | | | | | | | | | |
| | Single family dwelling, site built | P | P | P | P | P | | P | P | | |
| | Single family dwelling, modular | P | P | P | P | P | | P | P | | |
| | Manufactured home | P Type I (1) | P Type I (1) | | P Type I, II, III | P Type I (1) | | P Type I (1) | | | |
| **(1) Refer to section 21-284 for exception to this criteria, section 21-137 for replacement of nonconforming manufactured homes and section 21-281 for temporary uses** | | | | | | | | | | | |
| | Temporary family health care structure | P (A) | P (A) | P (A) | P (A) | P (A) | | P (A) | P (A) | | |
| | Duplex, individual | P | SR | | | P | | P | | | |
| | Duplexes, triplexes, quadraplexes, other multi-family developments | | | | | S | | | | | |
| | Accessory structure, residential | P (A) | P (A) | P (A) | P (A) | P (A) | | P (A) | P (A) | | |
| | Home occupations | P | P | P | P | P | | P | P | | |
| | Residential clustering | S | S | S | | S | | | | | |
| | Family care homes | SR | SR | SR | SR | SR | | SR | SR | SR | |
| | Manufactured home park | | | | S | | | | | | |
| | Manufactured home park, family | SR | SR | | SR | SR | | | | | |
| | Major Subdivisions for residential use | P | P | P | P | P | | | | | |
| 01 | Agricultural Production – Crops | P | P | P | P | P | | P | P | P | P |
| 02 | Agricultural production livestock and animal specialties | P | P | P | P | P | | P | P | P | P |
| 07 | Agricultural services, *all except* | P | P | P | P | P | | P | P | P | P |
| 0741 | Veterinary Services for Livestock | SR or S | SR or S | | | | | P | SR | | P |
| 0742 | Veterinary Services for Animal Specialties | SR | SR | | | | | P | SR | | P |
| 0751 | Livestock Services, except veterinary, *all except* | SR or S | SR or S | | | | | P | SR | | P |
| 0751 (pt) | Slaughtering, custom | S | | | | | | P | S | | P |
| 0752 | Animal specialty services, except veterinary, *all except* | SR or S | SR or S | | | | | P | SR | | P |
| 0752 (pt) | Boarding horses, training horses, except racing | P | P | | | | | P | P | | P |
| 0752 (pt) | Animal Shelter, Boarding Kennel, and Dog Pound | S | | | | | | P | S | | P |
| 0782 | Lawn and garden services | SR | SR | | | | | P | SR | | P |
| 0783 | Ornamental Shrub and Tree Services | SR | SR | | | | | P | SR | | P |
| 08 | Forestry | P | P | P | P | P | | P | P | P | P |
| 09 | Fishing, hunting and trapping | P | P | P | P | P | | P | P | P | P |
| | Greenhouses | P | P | | | | | P | P | | P |
| ***Mining*** | | | | | | | | | | | |
| 10 | Metal mining | | | | | | | | | | S |
| 12 | Coal mining | | | | | | | | | | S |
| 13 | Oil and gas extraction | | | | | | | | | | S |
| 14 | Mining and quarrying of non-metallic minerals except fuels, *all except* | | | | | | | | | | S |
| 1442 | Common sand mining | SR | SR | | | | | P | | | P |
| ***Construction*** | | | | | | | | | | | |
| 15 | Building construction- general contractors and operative builders | SR | SR | | | | | P | SR | | P |

| P- Permitted by Right<br>P(A) - Permitted as Accessory Use<br>SR - Permitted with Special Requirements<br>SR (A) – Permitted with Special Requirements as Accessory Use<br>S - Special Use<br>CD - Conditional District | | **Zoning Districts** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Residential** | | | | | **Nonresidential** | | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Construction cont.*** | | | | | | | | | | | |
| 16 | Heavy construction other than building construction – contractors | SR | SR | | | | SR | P | SR | | P |
| 17 | Construction – special trade | SR | SR | | | | SR | P | SR | | P |
| ***Manufacturing*** | | | | | | | | | | | |
| 20 | Food and kindred products, *all except* | SR | SR | | | | | P | SR | | P |
| 201 | Meat products | | | | | | | P | | | P |
| 207 | Fats and oils | | | | | | | | | | P |
| 208 (pt) | Winery | SR or S | SR or S | | | | | P | SR | | P |
| 2091 | Canned and cured fish and seafood | | | | | | | P | | | P |
| 2092 | Prepared fresh or frozen fish and seafood | | | | | | | P | | | P |
| 21 | Tobacco products | SR | SR | | | | | P | SR | | P |
| 22 | Textile mill products, *all except* | | | | | | | P | | | P |
| 226 | Dying and finishing textile | | | | | | | | | | P |
| 23 | Apparel & other finished products made from fabrics & similar material | SR | SR | | | | | P | SR | | P |
| 24 | Lumber and wood products, except furniture, *all except* | SR | SR | | | | | P | SR | | P |
| 241 | Logging | P | P | P | P | P | | P | P | P | P |
| 2421 | Sawmills and planning mills, general | SR | | | | | | | | | P |
| 2426 (pt) | Dimension, hardwood | SR | | | | | | | | | P |
| 2429 (pt) | Sawmills, special product | SR | | | | | | | | | P |
| 2491 | Wood preserving | | | | | | | | | | P |
| 25 | Furniture and fixtures | SR | SR | | | | | P | SR | | P |
| 26 | Paper and allied products, *all except* | | | | | | | P | | | P |
| 261 | Pulp mills | | | | | | | | | | S |
| 262 | Paper mills | | | | | | | | | | S |
| 27 | Printing, publishing, allied industries | SR | SR | | | | | P | SR | | P |
| 28 | Chemicals and allied products, *all except* | | | | | | | | | | S |
| 283 | Drugs | | | | | | | P | | | P |
| 284 | Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations | | | | | | | P | | | P |
| 29 | Petroleum refining, related products | | | | | | | | | | S |
| 30 | Rubber and miscellaneous products | SR | SR | | | | | P | SR | | P |
| 31 | Leather & leather products, *all except* | SR | SR | | | | | P | SR | | P |
| 311 | Leather and finishing | | | | | | | | | | S |
| 32 | Stone, clay, glass and concrete products, *all except* | SR | SR | | | | | P | SR | | P |
| 324 | Hydraulic cement | | | | | | | | | | S |
| 325 | Structural clay products | | | | | | | | | | S |
| 327 | Concrete, gypsum, plaster products | | | | | | | | | | S |
| 329 | Abrasives, asbestos, Non-metallic mineral products | | | | | | | | | | S |
| 33 | Primary metal industries | | | | | | | | | | S |
| 34 | Fabricated metal products, except machinery and transportation equipment, *all except* | SR | SR | | | | SR | P | SR | | P |
| 3483 | Ammunition except for small arms | | | | | | | | | | S |
| 3489 | Ordnance and accessories | | | | | | | | | | S |
| 35 | Industrial and commercial machinery and computer equipment | SR | SR | | | | SR | P | SR | | P |
| 36 | Electronic and other electrical equipment and components, except computer equipment, *all except* | SR | SR | | | | SR | P | SR | | P |
| 3612 | Power distribution and specialty transformers | | | | | | | P | | | P |
| 37 | Transportation equipment | SR | SR | | | | SR | P | SR | | P |
| 38 | Measuring, analyzing and controlling instruments | SR | SR | | | | SR | P | SR | | P |
| 39 | Miscellaneous manufacturing industries | SR | SR | | | | SR | P | SR | | P |

| P- Permitted by Right<br>P(A) - Permitted as Accessory Use<br>SR - Permitted with Special Requirements<br>SR (A) – Permitted with Special Requirements as Accessory Use<br>S - Special Use<br>CD - Conditional District | | **Zoning Districts** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Residential** | | | | | **Nonresidential** | | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Transportation, communications, electric, gas and sanitary services*** | | | | | | | | | | | |
| 40 | Railroad transportation | | | | | | | | | | P |
| 41 | Local & suburban transit, interurban highway passenger transportation | SR | SR | | | | SR | P | SR | | P |
| 42 | Motor freight transportation and warehousing, *all except* | SR | SR | | | | SR | P | SR | | P |
| 421 | Trucking | SR | SR | | | | | P | SR | | P |
| 4221 | Farm product warehousing and storage | SR or S | SR or S | | | | | P | SR | | P |
| | Dead storage of manufactured homes | SR | SR | | SR | SR | | SR | | | SR |
| 4226 (pt) | Automobile dead storage | | | | | | | | | | S |
| 4226 (pt) | Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire | | | | | | SR (A) | P | | | P |
| 43 | U.S. Postal Service | P | P | P | P | P | | P | P | P | P |
| 44 | Water transportation, *all except* | | | | | | | P | | | P |
| 4493 (pt) | Marinas | | | | | | | P | SR | | P |
| 45 | Transportation by air | | | | | | SR | P | | | P |
| 46 | Pipelines, except natural gas | S | S | S | S | S | | S | S | S | S |
| 47 | Transportation services, *all except* | | | | | | SR | P | | | P |
| 472 | Arrangement of passenger transportation | SR | SR | | | | SR | P | SR | | P |
| 48 | Communications, *all except* | | | | | | | P | | | P |
| | Transmission tower & Wireless support structures | S | S | | | | | S | S | | S |
| | Co-location of wireless facilities | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| | Eligible facilities request | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| | Alternative tower structures | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| | Public safety tower | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| 4832 | Radio broadcast towers | S | | | | | | | | | |
| 4833 | Television broadcast towers | S | | | | | | | | | |
| 49 | Electric, gas, and sanitary services. *all except* | | | | | | | S | | | S |
| | Electric and water distribution lines, gas pipelines | P | P | P | P | P | | P | P | P | P |
| 491 (pt) | Residential Solar Energy Systems | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| 491 (pt) | Non-Residential Solar Energy Systems | SR | | | | | | SR | SR | SR | SR |
| 491 (pt) | Roof Mounted Solar Energy Systems | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| 491 (pt) | Utility Scale Solar Energy Systems | CD | | | | | | CD | | | S |
| 494 | Water supply | P | P | P | P | P | | P | P | P | P |
| 4952 | Sewerage systems | S | S | | | | | P | | | P |
| 4953 | Refuse systems, all prohibited *except* | | | | | | | | | | |
| | Dumps: operation of | CD | | | | | | | | | S |
| | Garbage: collect, destroy & process | CD | | | | | | | | | S |
| | Land clearing and inert debris landfill (LCID) | CD | | | | | | | | | S |
| | Landfills, sanitary: operation of | CD | | | | | | | | | S |
| | Refuse systems | CD | | | | | | | | | S |
| | Rubbish collection and disposal | CD | | | | | | | | | S |
| | Sludge disposal sites | CD | | | | | | | | | S |
| 4959 | Sanitary services, NEC | S | | | | | | P | | | P |
| 496 | Steam and air conditioning supply | | | | | | | P | | | P |
| ***Wholesale trade*** | | | | | | | | | | | |
| 50 | Wholesale trade, durable goods, *all except* | SR | SR | | | | | P | SR | | P |
| 5015 | Motor vehicle parts, used (outdoor) | CD | | | | | | | | | S |
| 5015 | Motor vehicle parts, used (indoor) | | | | | | | SR | | | SR |
| 5032 | Brick, stone & related construction materials | | | | | | | P | SR | | P |
| 505 | Metal & minerals, except petroleum | | | | | | | P | | | P |
| 5083 | Farm & garden machinery & equipment | SR | SR | | | | | P | SR | | P |
| 5093 | Scrap and waste materials | | | | | | | | | | S |
| 51 | Wholesale trade, nondurable goods, *all except* | SR | SR | | | | | P | SR | | P |

| P- Permitted by Right<br>P(A) - Permitted as Accessory Use<br>SR - Permitted with Special Requirements<br>SR (A) – Permitted with Special Requirements as Accessory Use<br>S - Special Use<br>CD - Conditional District | | **Zoning Districts** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Residential** | | | | | **Nonresidential** | | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Wholesale trade cont.*** | | | | | | | | | | | |
| 5153 | Grain and field beans | SR or S | SR or S | | | | | P | SR | | P |
| 5154 | Livestock (wholesale) | | | | | | | | | | S |
| 5159 | Farm product raw materials, NEC | SR or S | SR or S | | | | | P | SR | | P |
| 516 | Chemical and allied products | | | | | | | | | | S |
| 517 | Petroleum and petroleum products | | | | | | | | | | S |
| 5191 | Farm supplies | SR or S | SR or S | | | | | P | SR | | P |
| ***Retail trade*** | | | | | | | | | | | |
| 52 | Building material, hardware, garden supplies and mobile home dealers | SR | SR | | | | | P | SR | | P |
| 53 | General merchandise stores | SR | SR | | | | | P | SR | | P |
| 54 | Food stores | SR | SR | | | | | P | SR | | P |
| 55 | Auto dealers, gas service stations | SR | SR | | | | | P | SR | | P |
| 56 | Apparel and accessory stores | SR | SR | | | | | P | SR | | P |
| 57 | Home furniture, furnishings and equipment stores | SR | SR | | | | | P | SR | | P |
| 58 | Eating and drinking places, all except | SR | SR | | | | | P | SR | | P |
| 5813 | Drinking places (alcoholic beverages) | | | | | | | S | | | P |
| 59 | Miscellaneous retail | SR | SR | | | | | P | SR | | P |
| ***Finance, insurance and real estate*** | | | | | | | | | | | |
| 60 | Depository institutions | SR | SR | | | | | P | SR | | P |
| 61 | Non-depository institutions | SR | SR | | | | | P | SR | | P |
| 62 | Security and commodity brokers | SR | SR | | | | | P | SR | | P |
| 63 | Insurance carriers | SR | SR | | | | | P | SR | | P |
| 64 | Insurance agents, brokers & service | SR | SR | | | | | P | SR | | P |
| 65 | Real estate | SR | SR | | | | | P | SR | | P |
| 67 | Holding and other investment offices | SR | SR | | | | | P | SR | | P |
| ***Services*** | | | | | | | | | | | |
| 70 | Hotels, rooming houses, camps and other lodging places, *all except* | SR | SR | | | | | P | SR | | |
| 7011 | Cabins | S | | | | | | S | S | | |
| 7032 | Sporting and recreational camps | S | S | | | | | P | SR | P | P |
| 7033 | Campgrounds and RV parks | S | | | | | | S | S | | |
| 72 | Personal services, *all except* | SR | SR | | | | | P | SR | | P |
| 7261 (pt) | Crematories | | | | | | | P | | | P |
| 73 | Business services | SR | SR | | | | SR | P | SR | | P |
| 75 | Auto repair, services and parking | SR | SR | | | | | P | SR | | P |
| 76 | Misc repair services | SR | SR | | | | SR | P | SR | | P |
| 78 | Motion pictures | SR | SR | | | | | P | SR | | P |
| 79 | Amusement, recreational services, *all except* | SR | SR | | | | | P | SR | | P |
| 7941 | Sports clubs and promoters | | | | | | | S | | | S |
| 7948(pt) | Racetrack operations, including speedways, go-kart tracks and dragstrips | | | | | | | S | | | S |
| 7992 | Public golf courses | S | S | | | | | P | | | |
| 7996 | Amusement park | | | | | | | S | | | S |
| 7997 | Membership sports and recreational clubs, *all except* | SR or S | SR or S | SR | | | | P | SR | | P |
| 7997 (pt) | Gun club, shooting clubs | S | | | | | | S | | | S |
| 7997 (pt) | Baseball club, football club, soccer club, and similar athletic field operation | CD | | | | | | S | | | |
| 7999 | Amusement and recreation services, NEC, *all except* | | | | | | SR | P | SR | | P |
| 7999 (pt) | Archery ranges, shooting range, skeet shooting, and trapshooting facilities (outdoor) | S | | | | | | S | | | S |
| 7999 (pt) | Archery and shooting range (indoor) | SR | | | | | | SR | SR | | SR |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Residential** | | | | | **Nonresidential** | | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Services cont.*** | | | | | | | | | | | |
| 7999 (pt) | Horse shows, rental of saddle horses, riding academies and schools, riding stables, rodeo operation | S | S | | | | | P | SR | | P |
| 7999 (pt) | Boat / canoe rental for pleasure or fishing, operation of fishing pier and lake | S | S | | | | | P | SR | | P |
| 7999 (pt) | Day camps, sports instructional schools and camps | S | S | | | | | P | SR | | P |
| 7999 (pt) | Model automobile racing | S | | | | | | P | SR | | P |
| | Public parks | P | P | P | P | P | | P | P | P | P |
| 80 | Health services, *all except* | SR | SR | | | | | P | SR | P | P |
| 8059(pt) | Convalescent homes for psychiatric patients | | | | | | | S | | S | S |
| 8063 | Psychiatric hospitals | | | | | | | S | | S | S |
| 8069 (pt) | Drug addiction rehab, Alcohol rehab hospitals | | | | | | | S | | S | S |
| 8093 (pt) | Drug and alcohol treatment, outpatient clients | | | | | | | P | | P | P |
| 81 | Legal services | SR | SR | | | | | P | SR | | P |
| 82 | Educational services, *all except* | P | P | P | | | SR | P | P | P | P |
| | Facility providing overnight habitation | | | | | | | | | SR | |
| 83 | Social services, *all except* | SR | SR | | | | | P | SR | P | P |
| 8322 | Individual and family social services | | | | | | | P | S | P | P |
| 8351 (pt) | Family child care home | P | P | P | P | P | | P | P | | |
| 8351 (pt) | Child care center in residence | P | P | | | | | P | P | | |
| 8351 (pt) | Child care center | SR | SR | | | | | P | SR | P | P |
| 8361 | Residential care, *all except* | | | | | | | S | | S | S |
| 8361 (pt) | Homes for the aged and rest homes within incidental health care | SR | SR | | | | | P | SR | P | P |
| 84 | Museums, art galleries and botanical gardens, *all except* | SR | SR | | | | | P | SR | P | P |
| 8422 | Zoological parks | CD | | | | | | S | | | |
| 86 | Membership organizations, *all except* | SR | SR | | | | | P | SR | P | P |
| 8641 | Civic, service and social fraternities | S | | | | | | P | SR | P | P |
| 8661 (pt) | Churches | P | P | P | P | P | | P | P | P | P |
| 87 | Engineering, accounting, res. management and related services | SR | SR | | | | | P | SR | | P |
| 88 | Private households | P | P | P | P | P | | P | P | | |
| 89 | Miscellaneous services | SR | SR | | | | | P | SR | | P |
| ***Public administration*** | | | | | | | | | | | |
| 91 | Executive, legislative and general government, except finance | | | | | | SR | P | | P | P |
| 92 | Justice, public order, safety, *all except* | | | | | | | P | | P | P |
| 9221 | Police protection | P | P | P | P | P | SR | P | P | P | P |
| 9224 | Fire protection | P | P | P | P | P | SR | P | P | P | P |
| | Ambulance stations | P | P | P | P | P | SR | P | P | P | P |
| | Rescue squads | P | P | P | P | P | SR | P | P | P | P |
| 93 | Public finances, taxation and monetary policy | | | | | | | P | | P | P |
| 94 | Administration of human resource programs | | | | | | | P | | P | P |
| 95 | Administration of environmental quality and housing programs | | | | | | | P | | P | P |
| 96 | Administration of economic programs | | | | | | | P | | P | P |
| 97 | National security and international affairs | | | | | | P | P | | P | P |
| | Solid waste and recycling convenience center | P | P | P | P | P | | P | P | P | P |
| ***Unclassified*** | | | | | | | | | | | |
| | Adult uses | | | | | | | S | | | |
| | Construction and demolition landfill | | | | | | | | | | S |
| | Event center | S | S | | | | | P | S | | P |
| | Major subdivisions for non-residential use | | | | | | | P | P | P | P |

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

# CONSISTENCY & REASONABLENESS WORKSHEET

| CONSISTENCY QUESTION | *"Is the proposed amendment consistent with any adopted plan."* Consider the future land use map and text recommendations, if applicable |
|---|---|

| YES | NO | |
|---|---|---|
| ☐ | ☐ | **Is the request consistent with applicable plans?** |
| ☐ | ☐ | **Is the request consistent with any other adopted plans?** |

| REASONABLENESS QUESTION | *"Is there a reasonable basis for the change in zoning."* The statement is designed to address potential spot zoning claims. |
|---|---|

| YES | NO | |
|---|---|---|
| ☐ | ☐ | **Size, physical conditions and other attributes of the area to be rezoned** Single or multiple tracts / property owners; special site characteristics such as topography or infrastructure. |
| ☐ | ☐ | **Benefits and detriments to landowners, neighbors, and community** Is there a benefit to the owner at the expense of the neighbors or community |
| ☐ | ☐ | **Relationship between current and future uses** Degree of difference between existing and proposed list of allowable uses. |
| ☐ | ☐ | **Action taken is in the public interest** Does the request advance the public health, safety and general welfare and spirit and intent of the ordinance? |
| ☐ | ☐ | **Are there any changed conditions that warrant the amendment?** Change in land use, infrastructure, land use plans, etc. |

| STATEMENT DEVELOPMENT | **After considering all of the criteria, one of the following three (3) statements shall be adopted:** |
|---|---|

1 "Z _____ **is consistent** with the_____ Land Use Plan(s) and reasonable / appropriate based on the following...".

2 "Z_____ **is not consistent** with the _____ Land Use Plan(s) or reasonable / appropriate based on the following...".

3 "Z_____ **is reasonable, appropriate, and necessary to meet the development needs of Rowan County** not previously envisioned by the _____ Land Use Plans (s) based on the following..." "Furthermore, this adoption is deemed an amendment to the _____ Land Use Plan(s)."

**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:** 8/7/2023
**SUBJECT:** SNIA 02-23 Legislative Hearing: Performance Pit Oakridge LLC

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Planning Staff received a SNIA request from property owner Performance Pit Oakridge LLC to construct a 12,000 sf building “to build and store race cars, shop work” at 371 Pit Rd. – further referenced as Lot 8 in Performance Park & Parcel ID 230D-055 (see enclosed site plan). Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% coverage. See attachments.

**ATTACHMENTS:**
1. SNIA 02-23 Staff Report
2. SNIA 02-23 Site Plan
3. SNIA 02-23 GIS Map
4. Application

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588
www.rowancountync.gov/planning

**MEMORANDUM**

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: July 21, 2023
RE: **SNIA 02-23: Performance Pit Oakridge LLC**

**SUGGESTED BOARD OF COMMISSIONERS ACTION**

❒ Receive staff report ❒ Receive applicant comments ❒ Conduct hearing ❒ Close hearing and discuss ❒ Adopt statement of reasonableness / consistency ❒ Approve / Deny / Table **SNIA 02-23**

**BACKGROUND** On January 17, 2023, the Board of Commissioners adopted an amendment to the Zoning Ordinance, which transitioned the process for review of Special Non-Residential Intensity Allocation (SNIA) requests from "Administrative" to a conditional district – which require rezoning. This change, along with the adopted land use plan recommendations for SNIA allocation, allow input from both Planning Board and citizens along with established guidance for the board's consideration prior to making a decision. Procedurally, a SNIA request require rezoning to a conditional district (CD) within the Water Supply Watershed Overlay (WSO) district.

**REQUEST** Planning Staff received a SNIA request from property owner Performance Pit Oakridge LLC to construct a 12,000 sf building "to build and store race cars, shop work" at 371 Pit Rd. – further referenced as Lot 8 in Performance Park & Parcel ID 230D-055 (see enclosed site plan). Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% coverage.

Applicant / Owner: Perf. Pit Oakridge LLC Zoning: IND
Location: 371 Pit Rd. Purpose: Race Shop
Tax Parcel: 230D-055 Watershed: WS II BW (Coddle Creek)

## LAND USE PLAN RECOMMENDATIONS

Land use plan recommendations for SNIA requests include the following (refer to https://rowancountync.gov/443/Land-Use-Planning to view the full text):

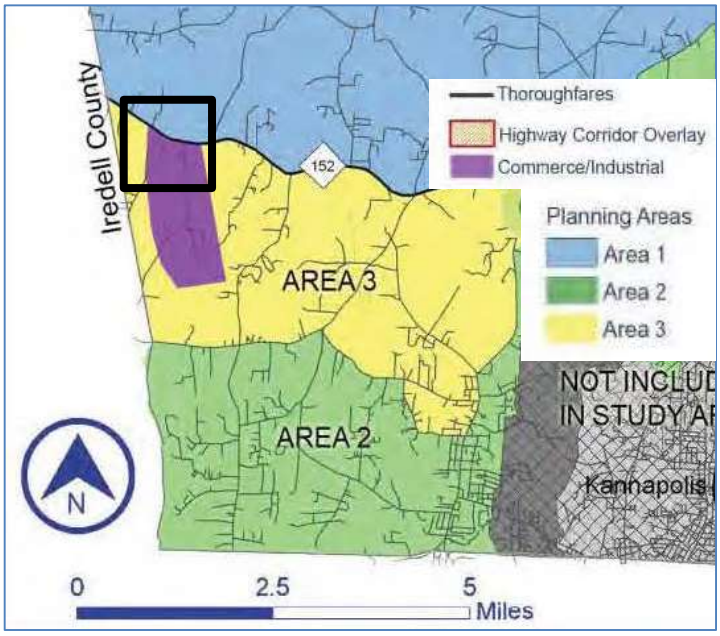
- General recommendation for the maximum acreage of removal for a single parcel is 2 acres: **Subject parcel totals 1.29 ac.**

- Increase in tax base and / or job creation proportionate to acreage requested for removal: **The proposed building is similarly sized and proportionate to the lot acreage as other IND zoned lots in the vicinity.**

- Consider identified capital improvement plans or other public property needs within the watershed: **None to knowledge.**

- Consider request in comparison to undeveloped non-residential zoned acreage: **Performance Park was established in 2000 creating 12 lots on 19 acres for industrial use. Lot 8 is the last remaining lot applying for SNIA designation.**

- Comply with all other land use plan recommendations: **Site is located within a Commercial / Industrial area noted on the future land use map.**




- Designations within existing Commercial / Industrial parks within a WS II area established prior to 2023 are encouraged: **The 19 acres associated with Performance Park was zoned IND during countywide zoning in 1998.**

## CALCULATIONS

- Total lot area (less r/w): **1.29 ac (56,192 sf)**
- Current total built upon area: **0 sf**
- Proposed structure size: **12,000 sf**

- Proposed other improvements: **11,381 sf**
- Total coverage after development: **23,381 sf (41.6%)**
- Allowable coverage by right: **6,743 sf (12%)**
- Coddle Creek Watershed Acreage: **11,947 ac (10% = 1,194.7 ac)**
- Acres approved for SNIA: **163.72 ac (1.37% of 10%)**
- Percentage removed from 10% allocation total: **13.70% of 100%**

## PROCEDURES

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

## JUNE 26TH PLANNING BOARD MEETING

No one provided public comment during the Planning Board courtesy hearing. The board voted unanimously (7-0) to recommend approval as requested with no conditions based on the following statement:

**Statement of Reasonableness and Consistency**

"SNIA 02-23 is consistent with the West Area Land Use Plan and reasonable / appropriate based on the following:

1) It allows the parcel to be used in a consistent manner with area parcels;
2) It will increase the tax base and job creation;
3) Request is less than maximum allowed; and
4) The request is from an existing Industrial park parcel as recommended in the plan.

## PUBLIC NOTICE

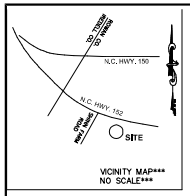
**July 20th** – Letters mailed to five (5) property owners (within 100 feet of rezoning area).

**July 20th** – Sign posted on property.

**July 25th & August 1st** – Notice published in Salisbury Post.

## STAFF COMMENTS

This request meets all standards for approval.




VICINITY MAP***
NO SCALE***

PARCEL 230 046
NEW COVENANT PARTNERS VIII,LLC.
1312/369
ZONED IND

(BASE BEARING)
S10°11'00"W — 220.20'

MB. 9995 PG. 3999

LOT 8
PARCEL 230D055
1.29 AC.
(56,375 SQ.FT.)

PROPOSED
OFFICE/WAREHOUSE (12,000 SF. TOTAL)

PROPOSED OFFICE AREA
(2,000 SF.)

10' REAR SETBACK
SEPTIC AREA
15' SIDE SETBACK
80.0
80.00'
150.0'
N79°49'00"W — 218.65'
CONCRETE/WALK
SQ.FT = 11,381
CONCRETE
PARKING AREA
35.33'
20.0'
3 PARKING SPACES
+ 1 HANDICAP
3 PARKING SPACES
SIDEWALK
36.00'
50' FRONT SETBACK
262.35'
S79°51'13"E
BLDG
0.15 acres
LOT
56,375 sq. ft.
1.29 acres
LOT 7
PARCEL 230D056
RED HOLDINGS, LLC
1261/811
ZONED IND
LOT 9
PARCEL 230D054
BRENDA LAWS ELLIOTT
1181/879
ZONED IND
4
2,000 sq. ft.
0.05 acres
3
11,381 sq. ft.
0.26 acres
(TIE ONLY)
S11°44'02"W
420.09'
R/W
EDGE OF PAVEMENT
N11°51'04"E
142.51'
(CHORD BEARING)
N01°33'42"W
51.96'
L=40.74'
R=305.00'
L=45.54'
R=300.00'
(CHORD BEARING)
N21°39'38"W
53.08'
(TIE ONLY)
S79°26'25"E
54.81'
37.0' RADIUS
EXISTING
PK NAIL
PITT ROAD
50' PUBLIC R/W
20' PAVEMENT

LEGEND
P.P. = POWER POLE
= POWER TRANS.
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
= LP = LIGHT POLE
CP = COMPUTED POINT

GRAPHIC SCALE
30 0 10 20 40 80
( IN FEET )
1 inch = 20 ft.

GENERAL NOTES:

1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.
2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) DEED REF: 1259/221
4) TAX PIN #: 2300055
5) BOUNDARY INFORMATION PERFORMED BY DON ALLEN & ASSOC. PA
7) PROPOSED HEIGHT OF BLDG. IS 30 FEET.
8) ALL BUFFERING, SCREENING AND FENCING TO BE IN ACCORDANCE WITH ROWAN COUNTY.
9) SIGNS ARE TO BE PERMITTED SEPARATELY IN ACCORDINANCE WITH ROWAN CO.

WATER\SEWER

THIS SITE IS TO BE SERVED BY EXISTING WELL AND SEPTIC

WATERSHED DATA

PROPERTY IS LOCATED IN WS-II WATERSHED - YADKIN RIVER BASIN

FLOOD DATA

THE PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD AREA.
ZONE "X" FIRM MAP 3710468600K DATED: 6/16/2009

PROJECT SCHEDULE

Project planned to start September.

PROPOSED USE OF THE PROPERTY

OFFICE / WAREHOUSE

ZONING

IND

PROPOSED BUSINESS USE

RACE SHOP - 7 EMPLOYEES, BUSINESS HRS 7:00 AM- 5:00 PM

IMPERVIOUS CALCULATION

1) PARKING REQUIREMENTS
BLDG. = 12,000 SF
PARKING\DRIVE\SIDEWALK = 11,381 SF

TOTAL IMPERVIOUS = 23,381

PARKING DATA

1) PARKING REQUIREMENTS
PARKING REQUIRED IS 1 SPACE PER EMPLOYEE AT LARGEST SHIFT
7 EMPLOYEES AT LARGEST SHIFT = 7 SPACES REQUIRED

9 SPACES PROVIDED

SITE PLAN
OF
# LOT 8 PERFORMANCE PARK
371 PIT ROAD
PARCEL 230D055
ATWELL TWSP., ROWAN CO., N.C.
SCALE: 1" = 20'
DATE: AUGUST 5, 2021
REVISED: MARCH 21, 2022

DEVELOPER: PERFORMANCE PIT OAKRIDGE, LLC.
1359 CYPRESS PLACE
CHESAPEAKE, VA 23320

FILE: PERFORMANCE PARK 8.DWG

DAS
DON ALLEN & ASSOCIATES P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
131 Crosslake Park Drive - Suite 102 * Mooresville , N.C. 28117
(704) 664-7029 (704) 664-8041 Fax
donallensurvey@gmail.com

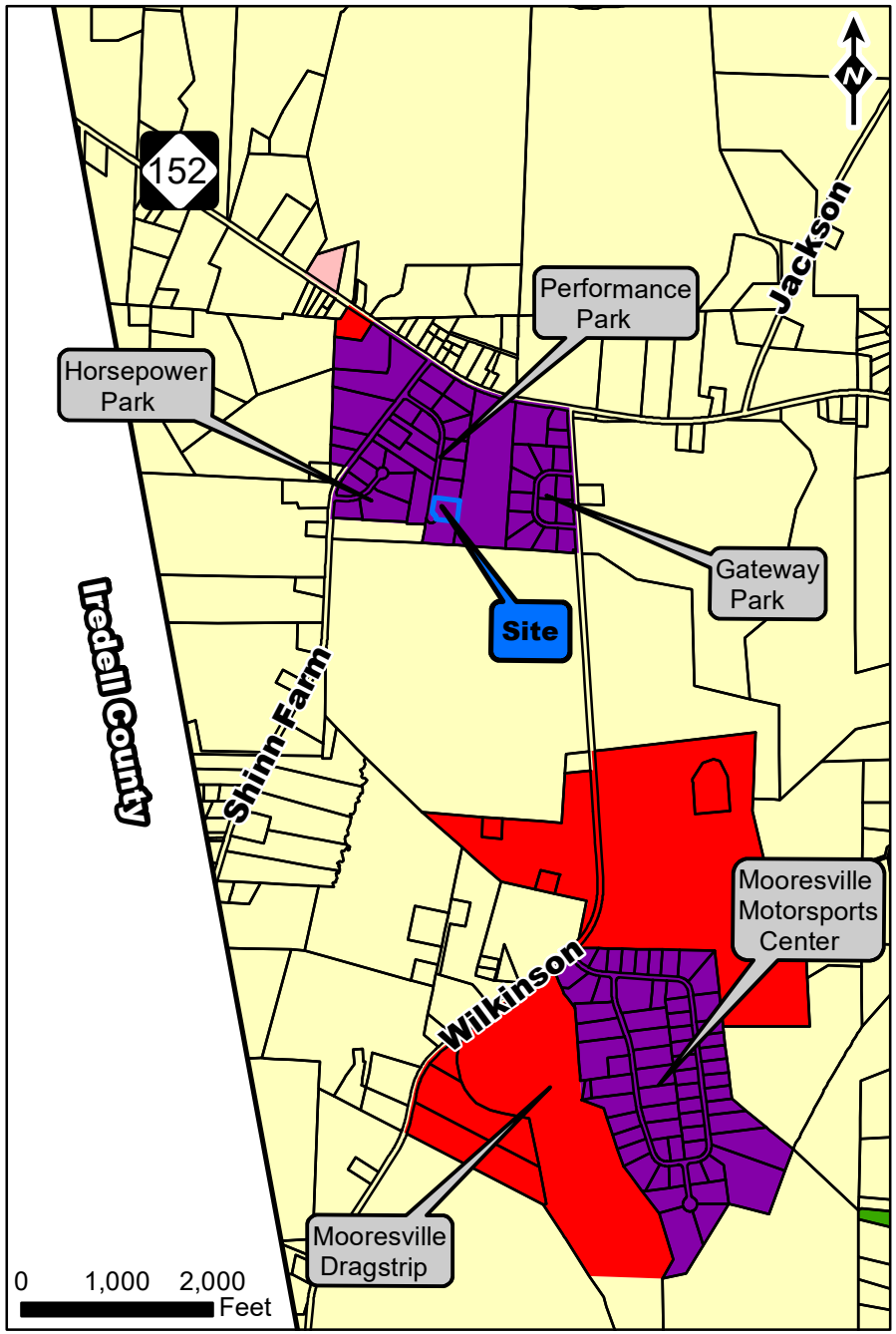
# SNIA 02-23: Performance Pit Oakridge LLC

RA NB IND
MHP CBI

Subject Parcel
Parcels

840 Address
Feb. / Mar. 22 Aerial

Prepared by Rowan County Planning & Development Department June 16, 2023



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

Case # SNIA 02-23
Date Filed 5/8/23
Received By SAS
Amount Paid $500

**Office Use Only**

## SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Performance Pit Oakridge LLC

Signature: By: [signature] mgr.

Phone: 757-381-5211 Email: acct2@greenbrierplumbing.com

Address: 1359 Cypress Place
Chesapeake, VA 23320

APPLICANT / AGENT INFORMATION:

Name: Performance Pit Oakridge LLC

Signature: [signature] mgr.

Phone: 757-381-5211 Email: acct2@greenbrierplumbing.com

Address: 1359 Cypress Place
Chesapeake, VA 23320

PROPERTY DETAILS:

Tax Parcel: 230 D 055 Zoning District: IND

Location: 371 Pit Road, Lot 8 Performance Park, PB 9995 PG 3999

Size (sq. ft. or acres): 1.29 Acres Watershed: WS-II BW

Current Land Use: Vacant

List the current or proposed use of the property and a general description of what will be constructed under this application:

Proposed use: Office(2000sf) and Warehouse(10000sf) space with adjacent parking lot.

Will there be ***land disturbing activity*** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☑ No ☐

Structures: Existing 0 sq.ft. Proposed 12,000 sq.ft.

Other Impervious Coverage: Existing 0 sq.ft Proposed 11,381 sq.ft

Remaining Undeveloped Area: 32,994 sq.ft. 58.53 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☑

**If Yes, a spill containment plan must submitted with application.**

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☑ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Signature _____ 4-27-2023
Date of Application

**OFFICIAL USE ONLY**

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: ___/___/___ 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ___/___/___

## STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

✓ Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA

✓ Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

✓ Average lot size (in square feet).

(c) Built Upon Area.

✓ The accurate location and use of all existing and proposed buildings and other structures and location and size, in square feet, of all built-upon areas including parking and loading facilities.

✓ The percent of the project that will be covered with an impervious surface.

✓ The area, in acres, to be left natural

(d) Streams / Rivers.

N/A The accurate location of all perennial streams and natural drainage areas on the property on the site plan.

(e) Buffers.

N/A The location of all required buffer areas shown on a site plan.

| | | | |
|---|---|---|---|
| Lot size less r/w & esmts. | 1.29 AC | Other coverage | 11,381 |
| Allowable coverage by right | 6,743 | Total coverage | 23,381 |
| Allowable coverage with 70% | 39,334 | Undisturbed acreage | 32,811 |
| Existing coverage | 0 | Watershed acres | 11,947 |
| Pre-1994 coverage | 0 | Acres approved for SNIA | 163.72 |
| Building size | 12,000 | Percentage Removed | 1.37% |

Checked By: _____ Date: 6/8/23

Comments: _____

_____

**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:** 8/7/2023
**SUBJECT:** Public Hearing & Executive Summary Presentation - Rowan EDC 'Project Puma'

---

The Rowan EDC will give a presentation on an incentive request from 'Project Puma', a company that is considering Rowan County for a new manufacturing facility. If Rowan County were chosen, the company plans to create 352 new jobs over the next six years. The company also plans to invest $258 million in building improvements and new equipment.

The company is requesting a six-year incentive grant, equivalent to 85% of the new taxes paid to the County on both real and personal property.

**ATTACHMENTS:**
1. Project Puma - County executive summary & incentive agt

July 25, 2023

ROWANEDC

PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

*Be an original.*

ECONOMIC IMPACT SUMMARY

# SUMMARY OF PROPOSED LOCATION OF PROJECT PUMA IN ROWAN COUNTY

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
*Be an original.*

July 25, 2023

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

*Re: Summary of Proposed Location of Project Puma in Rowan County*

Dear Chairman Edds and County Commissioners:

On behalf of the Rowan EDC, please allow me to present to you this summary of the proposed location of Project Puma in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in the 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 order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company officials from Project Puma, we would like to thank:

- Jenna Hassam, Senior Analyst – Business Consulting, JLL
- Matt Jackson, Executive Managing Director, JLL
- Anders Victor, Senior Manager - International Business Development, Economic Development Partnership of NC
- Korey Howard, Director of Business Development, Economic Development Partnership of NC

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. Model of County Revenue – 10-Year Horizon
5. Additional Project Impact
6. Closing
7. Draft Incentive Agreement

## 1. Project Description

The company behind Project Puma is publicly-traded and currently has thousands of employees worldwide.

The company is currently evaluating potential properties in four states for their new manufacturing facility. Among the candidates for this new facility is a property in Rowan County.

If our community were chosen, the company would create 352 new jobs over the next six years. It is estimated that the total new investment in Rowan County would be $258 million. The company plans to begin operations at its chosen location in 2025.

## 2. Regulatory Approval Process

There do not appear to be any regulatory barriers to this project moving forward. The company will work with the Town of China Grove and the Rowan County Building Inspections Department 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

The County's incentive policy was amended in April to include a scoring system that weighs factors such as total capital investment, job creation numbers, the average salary of the new jobs, employee health insurance coverage, and industry sector when determining incentive eligibility and grant levels.

As you will recall, the Rowan EDC requested that three projects open at that time, if brought before the Board, be considered for incentives under the terms of the prior policy. Project Puma is one of those three projects.

Under the prior policy, Project Puma would be eligible for a five-year grant equivalent to 85% of the new taxes paid to the County. During this five-year term, grants paid out to the company would be based on its' new investments from 2024 to 2028, which is approximately $166 million.

The company estimates it will invest an additional $92 million in 2029. Due to this sizable investment occurring in the sixth year of the project, the company is requesting that the Board extend the grant term to six years. This would allow the company to receive one year of grand funds based on its total project investment of $258 million.

The Rowan EDC respectfully asks that the Board of Commissioners consider approving their request for a six-year, 85% grant based on the potential impact on our community from the project. A 'Draft' copy of the proposed Incentive Agreement is attached.

Other Potential Assistance

The Town of China Grove will hold a public hearing on August 2nd to consider its own incentive grant for the project.

## 4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, Project Puma plans to complete the first phase of its' improvements to the facility and installation of new equipment by the end of 2024. Additional investments in both new equipment and real property improvements would occur in both 2027 and 2029. The overall investment timeline is based on information provided to the Rowan EDC by the company.

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
- $42 million of building improvements and new equipment installation is completed by December 31, 2024
- An additional $124 million of building improvements and new equipment installation is completed by December 31, 2027
- An additional $92 million of building improvements and new equipment installation is completed by December 31, 2029
- The project is complete by December 31, 2029, with a total investment of $258 million
- Depreciation for business personal property was estimated using the State of North Carolina's 2023 Depreciation Schedule A
- Eleven-year lifespans were assumed for all business personal property depreciation

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

Incorporating the above framework, the following outcomes are projected:

- During the six incentivized years, the County would collect $3,968,476 in revenue and provide incentive grants totaling $3,373,205. The County would retain $595,271 of revenue during the incentive term.

- Modeled with a 10-year horizon, the County would stand to collect an estimated $8,983,794, disburse a $3,373,205 grant and retain an estimated $5,610,589 of new revenue.

**Project Puma (Years 1-5):**

| Fiscal Year | FY 25-26 | FY 26-27 | FY 27-28 | FY 28-29 | FY 29-30 |
|---|---|---|---|---|---|
| Calendar Year | 2024 | 2025 | 2026 | 2027 | 2028 |
| **Real Property Investment** | $22,000,000 | $22,000,000 | $22,000,000 | $45,000,000 | $45,000,000 |
| ***Real Property Tax Rate (effective July 2023)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* |
| **Real Property Taxes** | $127,600 | $127,600 | $127,600 | $261,000 | $261,000 |
| ***Incentive Grant Rate*** | *85%* | *85%* | *85%* | *85%* | *85%* |
| **Incentive Grant** | $108,460 | $108,460 | $108,460 | $221,850 | $221,850 |
| **Net County Revenue** | $19,140 | $19,140 | $19,140 | $39,150 | $39,150 |
| | | | | | |
| **Personal Property - Machinery & Equipment** | $20,000,000 | $18,200,000 | $18,200,000 | $119,800,000 | $108,710,000 |
| ***Personal Property Tax Rate (effective July 2023)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* |
| **Personal Property Taxes*** | $116,000 | $105,560 | $105,560 | $694,840 | $630,518 |
| ***Incentive Grant Rate*** | *85%* | *85%* | *85%* | *85%* | *85%* |
| **Incentive Grant** | $98,600 | $89,726 | $89,726 | $590,614 | $535,940 |
| **Net County Revenue** | $17,400 | $15,834 | $15,834 | $104,226 | $94,578 |
| | | | | | |
| **Total Property Taxes (Real & Personal)** | $243,600 | $233,160 | $233,160 | $955,840 | $891,518 |
| **Total Incentive Grant (Real & Personal)** | **$207,060** | **$198,186** | **$198,186** | **$812,464** | **$757,790** |
| **Total Net County Revenue (Real & Personal)** | **$36,540** | **$34,974** | **$34,974** | **$143,376** | **$133,728** |

**Project Puma (Years 6-10):**

| Fiscal Year | FY 30-31 | FY 31-32 | FY 32-33 | FY 33-34 | FY 34-35 | 10 Year Sum. |
|---|---|---|---|---|---|---|
| Calendar Year | 2029 | 2030 | 2031 | 2032 | 2033 | |
| **Real Property Investment** | $56,000,000 | $56,000,000 | $56,000,000 | $56,000,000 | $56,000,000 | |
| ***Real Property Tax Rate (effective July 2023)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* | |
| **Real Property Taxes** | $324,800 | $324,800 | $324,800 | $324,800 | $324,800 | **$2,528,800** |
| ***Incentive Grant Rate*** | *85%* | *0%* | *0%* | *0%* | *0%* | |
| **Incentive Grant** | $276,080 | $0 | $0 | $0 | $0 | **$1,045,160** |
| **Net County Revenue** | $48,720 | $324,800 | $324,800 | $324,800 | $324,800 | **$1,483,640** |
| | | | | | | |
| **Personal Property - Machinery & Equipment** | $187,310,000 | $180,850,000 | $168,550,000 | $156,460,000 | $134,850,000 | |
| ***Personal Property Tax Rate (effective July 2023)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* | |
| **Personal Property Taxes*** | $1,086,398 | $1,048,930 | $977,590 | $907,468 | $782,130 | **$6,454,994** |
| ***Incentive Grant Rate*** | *85%* | *0%* | *0%* | *0%* | *0%* | |
| **Incentive Grant** | $923,438 | $0 | $0 | $0 | $0 | **$2,328,045** |
| **Net County Revenue** | $162,960 | $1,048,930 | $977,590 | $907,468 | $782,130 | **$4,126,949** |
| | | | | | | |
| **Total Property Taxes (Real & Personal)** | $1,411,198 | $1,373,730 | $1,302,390 | $1,232,268 | $1,106,930 | **$8,983,794** |
| **Total Incentive Grant (Real & Personal)** | **$1,199,518** | **$0** | **$0** | **$0** | **$0** | **$3,373,205** |
| **Total Net County Revenue (Real & Personal)** | **$211,680** | **$1,373,730** | **$1,302,390** | **$1,232,268** | **$1,106,930** | **$5,610,589** |

## 5. Additional Project Impact

The proposed project will directly create new jobs and expand the local tax base, and the preceding sections have attempted to evaluate these direct investments. However, the impact of the proposed investment will resonate beyond the site boundaries and company employees. When the unemployed find opportunity, or citizens advance in their career, that personal economic growth is felt throughout the community. Additionally, the company, with increased operations, procures additional services and increases its engagement in the local economy.

Utilizing Jobs EQ software and incorporating information provided by the company, we have estimated the project's additional impact on our community. Jobs EQ is an economic impact assessment software system developed by Chmura (www.chmura.com).

This analysis was conducted to report economic impact results within Rowan County only. As should be expected with estimates of any type, applied outcomes will certainly vary from the model's projections.

***RESULTS – 352 FULL-TIME JOBS***

- Jobs EQ projects that the 352 full-time jobs created by Project Puma will lead to the creation of an additional 208 indirect* and induced jobs** in Rowan County.
- These 208 indirect and induced jobs will generate $15,245,711 in employee wages and benefits.
- The additional impacts of Project Puma will also include the generation of $47,933,780 in gross revenue for the companies creating these 208 indirect and induced jobs.

**Indirect jobs are ones created by companies supplying goods and services to a new or newly expanded industry.*

***Induced jobs are ones created when new employees from the new industry spend their wages at local establishments; for example, a new manufacturing plant may increase business at a nearby restaurant, leading to increased sales at the restaurant causing it to hire more employees.*

## 6. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Puma would create a total of 352 new full-time jobs, as well as add $258 million to the County's tax base. The project would also generate approximately $5.6 million of net tax revenue for the County over the next ten years.

In addition to the creation of 352 new jobs by the company, Project Puma would lead to the creation of 208 indirect and induced jobs in Rowan County according to a Jobs EQ software projection.

On behalf of the Rowan EDC, 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.

## 7. Draft Incentive Agreement

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the 7th day of August, 2023, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and _____ (hereinafter referred to as the "Company").

WITNESSETH

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

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

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

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

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately $258 million will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

WHEREAS, the Company expects to be a community-oriented business and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Rowan EDC's Forward Rowan campaign; and

WHEREAS, the Company is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services;

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

DRAFT

ARTICLE I
COUNTY INDUCEMENTS

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

1) The "Relocation and Expansion Assistance Program" will be provided as a "Relocation and Expansion Incentive Grant" ("Grant") to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property ("Facility").

2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.

ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2023, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the "New Real Property Value" for the applicable Property.

b) Personal Property Valuation.

i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.

ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2023. The annual result of this computation shall be defined as the "New Personal Property Value" for the applicable Property.

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

d) Grant Amount Determination. Multiply the property taxes applicable to the New Property Value for each applicable Property by 85% (0.85).

3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by

DRAFT

the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III (3), and receipt of the Company's full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Eighty-Five Percent *(85%)* of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.

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

## ARTICLE II
## SCHEDULE OF CORPORATE IMPROVEMENTS

1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to invest $42 million in new equipment improvements to the Facility in 2024 and commence operations at the Facility beginning in 2025. The Company is also expected to invest $124 million in 2027 and $92 million in 2029 in new equipment and improvements to the Facility.

2) The Company shall receive the Grant for six separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2025, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2026. If the Facility is not complete by January 1, 2025, the Grant shall be based on the percentage complete and assessed for that year.

3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2025.

4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

## ARTICLE III
## EMPLOYMENT

1) The Company projects that it will create 352 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2029, the Company shall employ 352 FTEs at this Project. An FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.

2) For each of the following Fiscal Years (FYs) of the Agreement that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

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| County Fiscal Year (FY) | Number of New FTEs (in aggregate) |
|---|---|
| FY 25-26 | 74 |
| FY 26-27 | 74 |
| FY 27-28 | 197 |
| FY 28-29 | 197 |
| FY 29-30 | 352 |
| FY 30-31 | 352 |

3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2026, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. If applicable, the Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.

4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.

5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

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

1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.

2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.

3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.

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4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

## ARTICLE V
## RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

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

1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and

2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

## ARTICLE VI
## REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

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

1) *Standing*. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.

2) *Authority*. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.

3) *Enforceability*. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.

4) *No Violations.* This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.

5) *No Conflicts*. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.

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6) *Certifications.* The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

## ARTICLE VII
## REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

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

1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.

2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.

4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).

5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

## ARTICLE VIII
## GENERAL PROVISIONS

1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.

2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.

3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.

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4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.

6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

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

With Copy (which does not constitute notice to):
Rowan County Attorney
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8198
Facsimile: (704) 216-8195

To Company: Name and Contact Information

To Company Regarding Payment of Grant, also include:
Contact for the Grants

With Copy (which does not constitute notice to):
If requested by the Company

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

[Signature page follows]

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

COMPANY NAME

_____

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name_____

ROWAN COUNTY, NORTH CAROLINA

_____

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

_____

Sarah Pack
Clerk to the Board of Commissioners

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

_____

Anna Bumgarner
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

_____

John Dees II
County Attorney

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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:** Scott Shelton, Rowan EDC Vice President
**DATE:** 8/7/2023
**SUBJECT:** Public Hearing to Consider Land Purchase Offer - Fortius Capital Partners

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The Rowan EDC will give a presentation to the Board of Commissioners regarding a land purchase offer from Fortius Capital Partners (Fortius).

Fortius has submitted an offer of $1,330,000 to purchase County-owned property in the Summit Corporate Center. The property, also identified as Parcel 402C003, is approximately 33.2 acres and has frontage on both Summit Park Drive and Corporate Center Drive. Rowan County tax records currently estimate the value of the property to be $1,310,736.

If acquired, Fortius plans to invest approximately $9 million into the construction of an 80,000 square foot facility on the property. Fortius would then lease the new building to a tenant who plans to create at least 50 jobs over the next five years.

**ATTACHMENTS:**
1. Fortius - County executive summary
2. Fortius - Offer to Purchase

July 26, 2023

ROWANEDC

PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

*Be an original.*

ECONOMIC IMPACT SUMMARY

# SUMMARY OF PROPOSED LAND SALE TO FORTIUS CAPITAL PARTNERS

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
*Be an original.*

July 26, 2023

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

*Re: Summary of Proposed Land Sale to Fortius Capital 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 Fortius Capital 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 the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens.

In 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 2018, Fortius Capital Partners, L.L.C. (Fortius) is a Concord-based real estate investment firm specializing in the development of industrial and office complexes.

Fortius has developed property throughout the Charlotte region. One of the company's current projects is Lakeshore Corporate Park. Located on the former Intimidators Stadium site in Kannapolis, the park will soon be home to three speculative industrial buildings. These buildings are expected to be completed by Fall 2023.

The Proposed Project

Fortius has submitted an offer to purchase County-owned land within the Summit Corporate Center.

The property, identified as Tax Parcel 402C003, is approximately 33.2 acres and has frontage on both Summit Park Drive and Corporate Center Drive.

The company is offering $1,330,000 for the property. Rowan County tax records currently estimate the value of the property to be $1,310,736.

If acquired, the company's intention is to construct an approximately 80,000 square foot industrial facility on the property. Fortius would then lease the new building to a tenant who plans to create at least 50 full-time jobs, possibly up to 100, over the next five years.

Fortius plans to invest approximately $9 million into this new facility, which would be completed by the end of the first quarter of 2025. There will also be additional 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 Fortius estimate that, once the property is acquired, the facility should be completed by the end of the first quarter of 2025.

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 $9 million
- Projections are only for real property tax revenue

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 $522,000 in total property tax revenue over a ten-year period.

As previously stated, there will also be additional investment in new equipment by the tenant of the facility, which will generate a yet to be determined amount of personal property tax revenue for the County.

**Fortius Capital Partners (10-yr real property tax revenue projection)**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| **Real Property Investment** | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| ***Current Real Property Tax Rate*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* |
| **Real Property Tax Revenue** | $52,200 | $52,200 | $52,200 | $52,200 | $52,200 |

| Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | 10 Year Sum. |
|---|---|---|---|---|---|
| $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | |
| *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* | |
| $52,200 | $52,200 | $52,200 | $52,200 | $52,200 | **$522,000** |

## 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 Fortius would generate $1,330,000 in immediate revenue for the County.

Fortius would then invest $9 million into the construction of a new industrial facility on the site which will generate approximately $52,200 in real property tax revenue for the County each year. Fortius intends to lease the building to a tenant who plans to create at least 50 new jobs and 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 |

# AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

**THIS AGREEMENT** ("Agreement") is made this _____ day of July, 2023, by and between **FORTIUS CAPITAL PARTNERS, LLC**, a North Carolina limited liability company ("Buyer"), and **ROWAN COUNTY, North Carolina**, a body politic ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Broker(s)"** shall mean N/A as Seller's Broker, and N/A as Buyer's Broker.

(b) **"Closing"** shall mean the consummation of the transaction contemplated herein, which shall occur no later than thirty (30) days after expiration of the Due Diligence Period (as defined herein) (the "Closing Date").

(c) **"Earnest Money"** shall mean Sixty Six Thousand and No/100 Dollars ($66,000.00), plus any and all interest accrued thereon, deposited promptly, upon acceptance of this Agreement, in escrow with Investors Title Insurance Company (attn: Gates Grainger, 704-940-3561; ggrainger@invtitle.com ) ("Escrow Agent"). The Earnest Money shall be refundable to Buyer until expiration of the Due Diligence Period, and shall be applied as partial payment of the Purchase Price of the Property at Closing (or to be returned to Buyer upon full payment of the Purchase Price), or otherwise disbursed as agreed upon under the terms of this Agreement.

(d) **"Due Diligence Period"** shall mean the period beginning on the Effective Date (as defined herein) and extending through one hundred eighty (180) days thereafter. The Due Diligence Period may be extended at the option of Buyer for up to ninety (90) days, upon Buyer making an additional deposit ("Additional Deposit") in the amount of Five Thousand and No/100 Dollars ($5,000.00), such Additional Deposit shall be refundable to Buyer until expiration of the Due Diligence Period and shall be applied as partial payment of the Purchase Price of the Property at Closing (or to be returned to Buyer upon full payment of the Purchase Price), or otherwise disbursed as agreed upon under the terms of this Agreement. Buyer hereby has the right to terminate this Agreement for any reason whatsoever, in its sole discretion, within the Due Diligence Period (including any and all extensions thereto), upon which termination the Earnest Money and Additional Deposit shall be promptly returned to Buyer and neither party hereto shall have any further obligations or liabilities to the other hereunder.

(e) **"Intended Use"** shall mean the use of the Property for the following purpose: Commercial / Industrial.

(f) **"Property"** shall mean that certain property consisting of approximately 33.2 acres, located at the intersection of Summit Park Drive and Corporate Center Drive, Rowan County, North Carolina, having Parcel Identification Number 402C003, and having Tax PIN 5658-02-86-0330; as more particularly shown or described on **Exhibit A**, attached hereto and incorporated herein by this reference, together with all buildings and improvements and fixtures thereon and all rights, easements and appurtenances thereto, as well as all personal property located thereon (to the extent Buyer has agreed to purchase such personal property). As used in this Agreement, the term "useable acres" shall mean total acreage, excluding any and all wetlands, streams, ditches, buffers, setbacks, rights of way, easement areas, environmentally sensitive or protected areas, flood zones, floodways, and other areas not suitable for construction in connection with Buyer's Intended Use, all as determined by Buyer's survey and geotechnical engineers. Upon the completion of a survey by Buyer, a legal description of the Property may be added as an additional exhibit to this Agreement and/or used in the deed of conveyance at Closing, at Buyer's sole option. All or a portion of the Property was conveyed to Seller by deed recorded in Deed Book 231, Page 7, in the Public Records/Office of the Register of Deeds for Rowan County.

(g) **"Purchase Price"** shall mean the sum of One Million Three Hundred Thirty Thousand and No/100 Dollars ($1,330,000.00), payable in cash or cash equivalents at Closing, less any and all Earnest Money and other deposits applied to the Purchase Price (as directed by Buyer), and subject to all prorations and credits, as expressly set forth in this Agreement.

(h) **"Effective Date"** shall mean the latter of either (i) the date first appearing at the top of this Agreement, or (ii) the date of the last signature by Buyer or Seller on the signature page hereto.

(i) **"Seller's Notice Address"** shall be as follows, except as same may be changed pursuant to Section 11:

Rowan County
Attn: _____
130 W. Innes St.
Salisbury, NC 28144
Phone: _____
email: _____

(j) **"Buyer's Notice Address"** shall be as follows, except as same may be changed pursuant to Section 11:

Fortius Capital Partners, LLC
Attn: Harris Morrison
805 Trade St. NW, Suite 102
Concord, NC 28027
Phone: 704-786-8888
email: harris@harrismorrison.com

And to:
Johnston, Allison & Hord, P.A.
Attn: William Isenhour & Robert G. Lindauer, Jr.
1065 East Morehead St.
Charlotte, North Carolina 28204

**Section 2. Proration of Expenses and Payment of Costs and Recording Fees**. Seller and Buyer agree that all property taxes, assessments, leases, rents or any assumed liabilities, if any, shall be prorated on a calendar-year basis as of the date of Closing and that Seller shall pay all agricultural and/or roll-back taxes, if any, at Closing. In addition to Seller's attorney's fees and other fees customarily paid by Sellers at closings in the locality in which the Property is located, at Closing Seller shall pay for the preparation of the deed, deed stamps, excise taxes, state and local taxes, grantor's taxes and any and all other conveyance fees or taxes, on behalf of Buyer and Seller. Buyer shall pay its attorneys' fees and the costs of any title search, title insurance, survey, and recording costs.

**Section 3. Sale of Property.** Seller agrees to sell the Property to Buyer for the Purchase Price set forth above.

**Section 4. Payment of Purchase Price.** Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this Agreement.

**Section 5. Title.** Seller agrees to convey fee simple title to the Property by special warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, that Seller has full authority to convey the Property as set forth herein, and that at Closing Seller shall deliver to Buyer fee simple title to said Property, insurable at commercially reasonable rates, free and clear of all liens and monetary encumbrances ("Monetary Liens"), and all leases, tenancies, encumbrances, defects and other matters of title, subject only to the "Permitted Exceptions" (as defined herein).

**Section 6. Examination; Conditions; Other Obligations.** Seller and Buyer hereby agree to the following with respect to title examination, property inspections, conditions, and other obligations:

(a) **Title Examination**. After the Effective Date, Buyer shall have the right but not the obligation to cause a title examination to be made of the Property and, prior to expiration of the Due Diligence Period, to deliver notice to Seller of any objections to such title (the "Objections"). Upon receipt of such Objections, Seller shall have ten (10) days to either: (i) deliver notice to Buyer of its intent and agreement to cure, prior to Closing, all of the Objections at Seller's sole cost and expense, with no adjustment to the Purchase Price; or (ii) notify the Buyer of its election not to cure any or all of the Objections. In the event Seller does not expressly (in writing) agree or refuse to cure any or all of the Objections within such ten (10)-day period, Seller shall be deemed to have elected option (i) above with respect to the Objections to which Seller does not agree or refuse to cure. If Seller responds to any or all of the Objections, and such response does not include an agreement to cure all of the Objections, then Buyer shall have the option to either: (a) terminate this Agreement by delivering a termination notice to Seller, upon which termination Buyer shall be entitled to receive a full refund of the Earnest Money, with neither party having any further obligations in connection with this Agreement; or (b) proceed toward Closing and take title to the Property subject to the Objections that Seller does not agree to cure. All matters of title as of the Effective Date (excluding all Monetary Liens, which Seller shall be obligated to remove or satisfy no later than Closing) not objected to by Buyer and all Objections Seller specifies that it will not cure in its notice under (ii) above shall be deemed the "Permitted Exceptions."

(b) **Same Condition**. If at any time prior to the completion of Closing the Property is not substantially in the same condition as it was on the Effective Date, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money, and neither party shall have any further obligations or liabilities to the other hereunder.

(c) **Deliver and Review of Due Diligence Materials**. Within five (5) days after this Agreement has been signed by both parties hereto, Seller shall deliver to Buyer true, accurate, legible and complete copies of each of the following: (i) any and all title examinations, title insurance commitments, title insurance policies, recorded documents, recorded plats, and other matters of title concerning all or any portion of the Property, (ii) any and all marketing materials concerning the Property, (iii) any and all leases, contracts and/or other agreements affecting the all or any portion of Property, (iv) any and all surveys of all or any portion of the Property, including electronic CAD or similar computer files containing the same, (v) any and all site plans and/or engineering plans for all or any portion of the Property, (vi) any and all environmental reports, documents, maps, notices and correspondence concerning all or any portion the Property, and (vii) any and all other documents, drawings, maps, reports and/or materials concerning all or any portion of the Property (collectively, items (i)–(vii) being referred to herein as the "Due Diligence Materials").

(d) **Examination of Property**. During the term of this Agreement, Buyer, its agents and/or representatives, at Buyer's expense and at reasonable times, shall have the right but not the duty to enter upon the Property for the purposes of inspecting, examining, performing soil boring and other testing, conducting timber cruises, surveying and performing other tests and/or inspections of the Property. Buyer shall also have a right but no duty to review and inspect all books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer shall be responsible for all damage or liability to the extent resulting from its acts in exercising its rights under this subsection. If at any time prior to the expiration of the Due Diligence Period, Buyer determines that the Property is unsuitable, in Buyer's sole discretion, whether or not Buyer has performed any inspections, then Buyer shall be entitled to terminate this Agreement and Buyer shall receive a full refund of the Earnest Money. Buyer and Seller acknowledge that Buyer may have commenced with its investigation of the Property prior to the date of this Agreement, provided that such entry onto the Property shall be subject to all the terms and conditions of this subsection (d) with respect to Buyer's obligation to repair any damage and assume liability resulting therefrom.

(e) **Cooperation.** Seller shall reasonably cooperate with Buyer at all times during the term of this Agreement, at no material cost or expense to Seller (including signing any and all necessary applications or consent forms), in obtaining the Permits, examining the Property, rezoning the Property, providing the Due Diligence Materials, and otherwise proceeding toward Closing. Seller shall support and cooperate in good faith with Buyer and shall consent to any such efforts, including execution of any and all necessary applications and/or consent forms.

**Section 7. Environmental.** For purposes of this Agreement, the term "Hazardous Materials" shall mean any one or more of those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance that is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) arsenic, (v) barium, (vi) cadmium, (vii) chromium, (viii) lead, (ix) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act. 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1371), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act. 42 USC § 6901 et. seq. (42 USC § 6903), or (xi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601, et. seq. (42 USC § 9601). Seller represents and warrants that (i) to Seller's knowledge, no portion(s) of Property is/are in violation of any federal, state, local or administrative order or requirement relating to environmental conditions or Hazardous Materials ("Environmental Laws"); (ii) neither Seller nor, to Seller's knowledge, any third party has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Materials on, under or about the Property; (iv) to Seller's knowledge, there is/are no storage tank(s) or well(s) (whether existing or abandoned) located on, under or about the Property; (v) to Seller's knowledge, the Property does not contain any building materials that constitute Hazardous Materials; and (vi) Seller has received no correspondence or notice(s) from any governmental department or agency regarding actual or suspected presence of Hazardous Materials on the Property. Seller shall keep Buyer promptly informed at all times during the term of this Agreement with regard to any actual or suspected contamination of the Property by any Hazardous Materials, and will immediately forward to Buyer any and all correspondence, reports and/or documents Seller receives with respect to the same.

**Section 8. Risk of Loss/Damage/Condition/Repair.** Until the Closing, the risk of loss, damage, or contamination on or to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged, altered, or contaminated, or the condition thereof becomes such that the Property cannot be conveyed in such a manner that would reasonably allow Buyer to develop the Property for Buyer's intended development, Buyer may elect, in its sole discretion, to either: (a) terminate this Agreement, upon

which Buyer shall be entitled to a return of the Earnest Money and shall have no further obligations or liabilities hereunder; (b) proceed to Closing and receive an assignment of all insurance proceeds applicable to such damage, alteration or contamination, including a credit against the Purchase Price in the amount equal to the deductible for any such insurance.

**Section 9. Earnest Money Disbursement/Default.**

(a) In the event this Agreement is terminated by the Buyer within the Due Diligence Period or as otherwise expressly permitted in this Agreement, Seller and Buyer hereby authorize and direct Escrow Agent to refund the Earnest Money directly to Buyer. Escrow Agent shall be entitled to rely on (i) a receipt from Buyer of the written notice of termination of this Agreement dated on or before the last day of the Due Diligence Period, or (ii) a written notice of permitted termination in accordance with the terms contained herein, for purposes of disbursing the Earnest Money to Buyer and Escrow Agent shall be absolved of any further responsibility or liability hereunder. Notwithstanding the above, Escrow Agent may at any time deposit the Earnest Money with a national title insurance company (such as, without limitation, Chicago Title Insurance Company) or any court of law, and upon notice to Seller and Buyer of such deposit, Escrow Agent shall have no further responsibility or liability hereunder. Also notwithstanding the above, Escrow Agent shall have no liability hereunder for any action or inaction of Escrow Agent unless such action or inaction by Escrow Agent constitutes gross negligence.

(b) In the event that Buyer defaults in any of its obligations undertaken in this Agreement and Seller is not in default of Seller's obligations hereunder, then Seller shall have the right to terminate this Agreement by written notice to Buyer, upon which termination Seller shall be entitled to receive the Earnest Money as full and agreed upon liquidated damages, and the parties hereto shall be released from further liabilities and/or obligations hereunder (except as otherwise provided herein); provided, however, notwithstanding anything to the contrary contained in this Agreement, that Seller shall provide Buyer with written notice of Buyer's default fifteen (15) business days prior to Seller's being entitled to terminate the Agreement and receive the Earnest Money, and Buyer shall have the opportunity to cure such default during such fifteen (15) day period (upon which cure Seller's right to terminate this Agreement and receive the Earnest Money shall be extinguished with respect to such default). Except as may be expressly stated in this Agreement, under no circumstances shall this Agreement be deemed to have automatically terminated. Seller hereby specifically waives and relinquishes any and all other rights and remedies, at law or in equity, that it may have, including but not limited to specific performance. Except as may be expressly stated in this Agreement, under no circumstances shall this Agreement be deemed to have automatically terminated.

(c) In the event that Seller defaults in any of its obligations undertaken in this Agreement and Buyer is not in default of Buyer's obligations hereunder, then Buyer shall be entitled to its choice of the following remedies:

(i) Buyer may compel Seller to perform each and every one of Seller's obligations contained in this Agreement by a suit for specific performance and Buyer shall also be entitled to recover all costs and expenses incurred in connection therewith, and Buyer shall be entitled to pursue any other remedies it may have at law or in equity to collect damages from Seller. In the event the remedy of specific performance is impractical, impossible or unavailable to Buyer due to the bad faith of Seller, or due to any intentional act or omission of Seller, Seller shall be responsible to Buyer for any and all damages incurred by Buyer, and Buyer shall have any and all remedies available at law or in equity, including without limitation a reduction in Purchase Price equal to the amount of damages incurred or to be incurred by Buyer because of such default or breach. Seller hereby authorizes Buyer to record a memorandum of this Agreement to the extent permitted by applicable law in the Office of the Register of Deeds for Rowan County, NC; and/or

(ii) Buyer may terminate this Agreement by written notice to Seller, upon which termination Buyer shall be entitled to receive a full refund of, and Escrow Agent is hereby authorized to distribute directly to Buyer, the Earnest Money and Buyer shall be entitled to pursue any other remedies it may have at law or in equity to collect damages from Seller, including but not limited to reimbursement for due diligence fees, such as, without limitation, the cost of obtaining a survey, title reports, title commitments, legal fees, appraisal fees, loan fees, environmental and soils reports fees.

Except as may be expressly stated in this Agreement, under no circumstances shall this Agreement be deemed to have automatically terminated.

**Section 10. Closing.** The Closing shall consist of the execution and delivery by Seller to Buyer of a Special Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit, and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. Seller shall deliver at Closing a closing agreement, which shall contain such items as: (i) a reassertion of the truth and accuracy of all

representations and warranties contained herein, (ii) an agreement to deliver possession of the Property at Closing, completely vacated and free and clear of all personal property, tenancies, leases, contracts or other agreements affecting the Property, (iii) an agreement to assign and otherwise transfer to Buyer at Closing any and all permits, approvals, development rights, applications, warranties, licenses, variances and other similar items concerning the Property; (iv) an acknowledgement that Buyer may commence demolishing any and all improvements located on the Property immediately upon Closing, and (v) other commercially reasonable terms appropriate for the subject transaction. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise directed by Buyer. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Closing may occur remotely, without the need for an in-person closing, through the delivery of properly executed documents to Buyer's attorney prior to the Closing Date.

**Section 11. Notices.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date either: (i) delivered in person, (ii) sent via facsimile or email, as evidenced by an automatically generated confirmation report, (iii) one (1) day after being deposited with a nationally-recognized overnight courier, or (iv) three (3) days after being deposited in the United States mail, registered or certified, return receipt requested, items (i)–(iv) above being sent to the applicable addresses/numbers set out in Section 1 herein, or at such other addresses/numbers as specified by written notice delivered in accordance herewith. Any notices given or made under this Agreement may be given by legal counsel for the party giving such notice.

**Section 12. Entire Agreement.** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 13. Representations and Warranties; Other Obligations.** Seller hereby represents and warrants to and covenants with Buyer as follows, the truth and accuracy of such representations or warranties being obligations of Seller:

(a) **Authorization**. Seller is duly authorized and has full authority to enter into this Agreement and to execute and deliver all documents required for Closing. This Agreement and all documents to be executed and delivered hereunder are and at the time of Closing shall be legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property.

(b) **Compliance.** To Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property, the use and operation of the Property is in compliance with all Laws, and the performance of the Agreement will not result in the breach of, constitute any default under, or result in the imposition of, any lien or encumbrance upon the Property under any Agreement or other instrument to which Seller is a party or by which Seller or the Property is bound.

(c) **Condemnation; Pending Litigation.** To Seller's knowledge there are no: (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against Seller and/or the Property, and Seller is not aware of any facts that might result in any such action, suit or other proceeding; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; and/or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, and no owners' association special assessments.

(d) **Accuracy**. To Seller's knowledge, all Due Diligence Materials delivered by Seller to Buyer in connection with this Agreement are true, correct and complete copies of such documents, containing no misinformation or material omissions, and are without material default including any default that would arise by notice or the passage of time.

(e) **Property Condition**. To Seller's knowledge, there has been no dumping, burial, abandonment or other placement of organic debris, man-made materials and/or refuse on any portion(s) of the Property and there are no unsuitable soils on the Property.

(f) **Agreements Concerning Property.** There are no unrecorded written or oral leases, tenancies, or other agreements on or concerning the Property. During the term of this Agreement, Seller shall not enter into any new lease agreements or other agreements (recorded or unrecorded) concerning the Property, or otherwise encumber the Property without the prior written consent of the Buyer.

**Section 14. Survival.** All representations, warranties, covenants and agreements made by the parties hereto shall be reasserted at Closing and shall survive the Closing and delivery of the deed. Seller shall, at or within one (1) year after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as

Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property and to fulfill the obligations set forth herein, this provision to survive Closing.

**Section 15. Applicable Law.** This Agreement shall be construed under the laws of the State North Carolina.

**Section 16. Calculation of Time Periods.** When computing any period of time described in this Agreement, in the event the last day of the period so computed falls on a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located or the State of North Carolina, the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 11:59.59 pm eastern time.

**Section 17. Tax-Deferred Exchange.** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange; and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 18. Broker's Commissions**. Seller shall be responsible for paying out of its proceeds at Closing brokerage commissions to the broker(s) listed in Section 1 as set forth in a separate agreement executed simultaneously herewith. Buyer shall not be responsible for paying brokerage commissions and Buyer and Seller each hereby represent that, except for the brokers listed above, there are no other brokers involved or that have a right to proceeds in this transaction.

**Section 19. Assignment.** Buyer may freely assign this Agreement at any time or times to any affiliate of Buyer without the consent of Seller, but no other assignment shall be permitted without Seller's written consent.

**Section 20. Counterparts; Signatures.** This Agreement may be executed in counterparts and/or with counterpart signature pages, all of which together shall constitute a single agreement. Electronic facsimiles of signatures shall be acceptable and binding upon the parties hereto.

**Section 21. Economic Development Benefits to Seller.** Seller is empowered pursuant to the terms of North Carolina General Statute Section 158-7.1, as amended, to acquire, assemble, hold for resale, and/or convey real property, interests in real property or options for interests in real property, subject to the terms and conditions of said statute, so long as the purpose of such acquisition, assembly, and conveyance, in the discretion of the Rowan County Board of Commissions (the "County"), shall be to increase the population, taxable property and business prospects of the County. Buyer intends to construct new facilities and improvements on the Property, which are projected to include an investment of approximately $9,500,000 and would significantly increase taxable property in the County and which will result in the creation of a substantial number of permanent jobs, being not less than fifty (50). For purposes of this Contract, the term "permanent jobs" shall mean non-temporary, non-construction jobs.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)**

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW.

**BUYER:**
**FORTIUS CAPITAL PARTNERS, LLC**,
a North Carolina limited liability company

**By: _____**
**Name/Title:**
**Date:**

**SELLER:**
**ROWAN COUNTY, North Carolina**,
a body politic

**By: _____**
**Name/Title:**
**Date:**

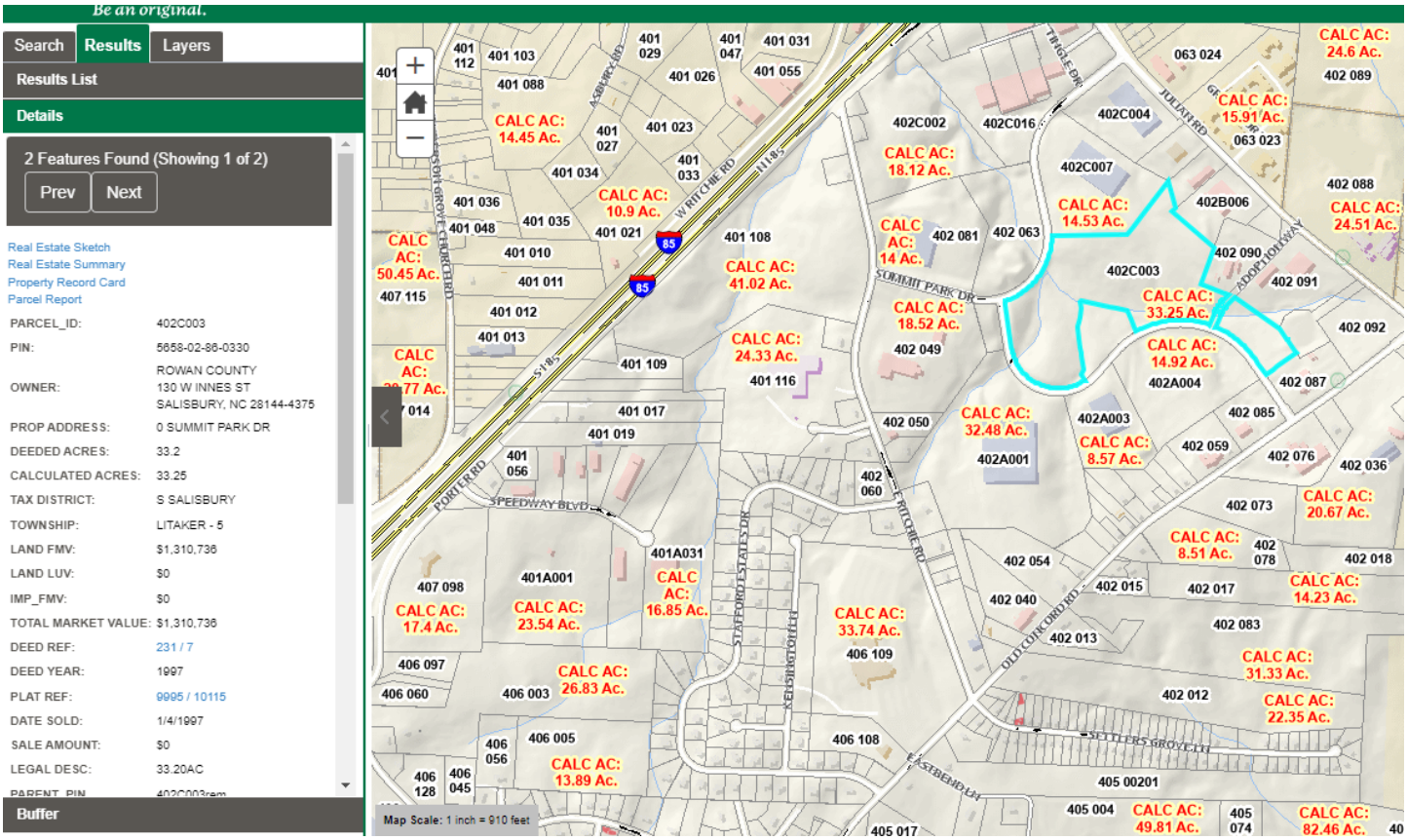
The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Investors Title Insurance Company

Date: _____ By: _____

# EXHIBIT A

[Map or Description of Property]



THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW.

**BUYER:**
**FORTIUS CAPITAL PARTNERS, LLC,**
a North Carolina limited liability company

**By:** JH Morrison III
**Name/Title:** JH MORRISON III / MANAGER
**Date:** July 12, 2023

**SELLER:**
**ROWAN COUNTY, North Carolina,**
a body politic

**By:** _____
**Name/Title:**
**Date:**

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

_____
Investors Title Insurance Company

Date: _____ By: _____

**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:** 8/7/2023
**SUBJECT:** WEP Health Department Advanced Planning

---

Phillip Steele, Managing Principal, ADW Architects

We have completed the Health Department Advanced Planning Phase. Attached is our Presentation that shows the following:

Programming square footage for each department
Proposed Floor Plan (Base Bid) that we worked with the Health Department on
Proposed Site Plan (Includes Alternates)
Proposed Exterior Renderings (Includes Alternates)
Estimated Total Construction Cost

We have included the Base Bid Cost and also 4 Alternates for the project in the cost estimate. These are shown on the attached presentation.

Base Bid (Interior Renovations, Health Department)
Alternate 1 (Exterior Renovations, New Entries & Canopies at Health Department Only)
Alternate 2 (Exterior Renovations, New Entries & Canopies beyond Health Dept. around Board of Elections)
Alternate 3 (Exterior Renovations, Parking Lot & Site Alterations from JC Penney Bldg.to Health Dept.)
Alternate 4 (Exterior Renovations, East Drive next to Health Dept. and Parking Area Back of Building )

We have also included a separate Total Cost Summary for your use. We will need to know what the County would like to allocate for FFE. We have included an estimated amount in the Total Cost Summary spreadsheet for now. The total cost with all alternates is projected to be $24,263,963.

**ATTACHMENTS:**
1. West End Plaza Health Dept. Presentation
2. Health Dept. Summary - Advanced Planning
3. Letter of Support

# *WEST END PLAZA HEALTH DEPARTMENT RENOVATIONS*

*SALISBURY, NC*

*Concept Design | June 2023*

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

adwarchitects
environmentsforlife

**Rowan County Health Department** — ***Final*** — 04/05/22
**Space Needs Summary**

| *Minimum Base Building or Floor Area (Current)* | *# Rooms* | *Room Size* | *Area (s.f.)* | *Notes* |
|---|---|---|---|---|
| **Shared Use Space** | | | | |
| Public Entry Lobby / Vestibule | 1 | 20 x 40 | 800 | |
| Men / Women Restrooms | 1 | 24 x 25 | 600 | |
| Break Room (kitchenette, vending, tables/chairs) | 1 | 18 x 30 | 540 | |
| Toilets | 2 | 7 x 8 | 112 | *adjacent to break room* |
| File / Record Storage | 1 | 22 x 24 | 528 | |
| Workroom / Mail Room | 1 | 16 x 26 | 416 | |
| Electrical | 1 | 10 x 18 | 180 | |
| IT Rooms | 2 | 8 x 10 | 160 | |
| **Conference Room (Seating 85)* | 1 | | | *Shared with Agricultural Meeting Area* |
| **Community Room w/ Kitchen* | 1 | 25 x 33 | | *Shared with Agricultural Meeting Area* |
| **Community Room Storage* | 1 | 8 x 18 | | *Shared with Agricultural Meeting Area* |
| Miscellaneous Circulation, Walls, Etc. (30%) | | | 1000.8 | |
| **Shared Use Space Subtotal** | | | **4,337** | |
| **Dental** | | | | *N/A for space relationships to other dept's* |
| Sub Lobby Waiting Area | 1 | 16 x 22 | 352 | |
| Reception / Front Office | 1 | 10 x 12 | 120 | |
| Copy / Workroom | 1 | 10 x 12 | 120 | *located near front office & close to chart* |
| Chart / Storage Room | 1 | 12 x 14 | 168 | *charts, dental / office supplies, toys* |
| Private Office (Dentist) | 1 | 10 x 12 | 120 | |
| Operatory | 3 | 11 x 12 | 396 | *(operative, prophy, ER's) no windows* |
| Operatory (larger room) | 2 | 11 x 15 | 330 | *(operative, prophy, ER's) no windows* |
| Restrooms | 2 | 7 x 8 | 112 | *1 staff + 1 patient* |
| Nitrous Room | 1 | 5 x 6 | 30 | |
| Compressor / Vacuum Room | 1 | 5 x 6 | 30 | |
| Central Sterilization | 1 | 7 x 9 | 63 | |
| Pano Room | 1 | 7 x 8 | 56 | *panoramic radiograph (Panorex)* |
| Conference Room / Post Op Instruction Room | 1 | 12 x 14 | 168 | *6 people* |
| Private Office (Office Manager) | 1 | 12 x 14 | 168 | *Future* |
| Operatory | 1 | 11 x 12 | 132 | *Future* |
| **Breakroom (see shared use)* | | | | |
| **Public Restrooms (see shared use)* | | | | |
| Miscellaneous Circulation, Walls, Etc. (30%) | | | 710 | |
| **Dental Subtotal** | | | **3,075** | |
| **WIC (Women, Infants & Children)** | | | | *N/A for space relationship to other dept's* |
| Waiting Area | 1 | 14 x 26 | 364 | *with TV* |
| Reception / Front Office | 1 | 9 x 16 | 144 | |
| Private Office (WIC Director) | 1 | 12 x 18 | 216 | |
| Private Office (WIC Office Supervisor) | 1 | 12 x 14 | 168 | |
| Private Offices (Office Assistants and Nutritionists) | 9 | 10 x 12 | 1,080 | |
| Workroom / Record Storage | 1 | 8 x 16 | 128 | |
| Copy Room | 1 | 8 x 9 | 72 | |
| Multi-purpose - Nutrition Education Classroom / Conference | 1 | 25 x 35 | 875 | *staff training / meeting - 25 people* |
| Filing Cabinet Storage | 1 | 10 x 20 | 200 | *current and terminated client files* |
| Storage Room | 1 | 10 x 20 | 200 | *breast pumps, formula etc.* |
| Storage Room | 1 | 4 x 10 | 40 | *education materials* |
| Breastfeeding Room | 1 | 9 x 10 | 90 | *sink, chair & table* |
| Restrooms | 2 | 7 x 8 | 112 | *pregnant women & children up to age 5* |
| Private Offices (Office Assistants and Nutritionists) | 2 | 10 x 12 | 240 | *Future 5 years* |
| Private Offices (Breastfeeding Peer Counselors) | 2 | 10 x 12 | 240 | *Future 5 years* |
| Private Offices (Office Assistants and Nutritionists) | 2 | 10 x 12 | 240 | *Future 10-15 years* |
| **Breakroom (see shared use)* | | | | |
| **Public Restrooms (see shared use)* | | | | |
| Miscellaneous Circulation, Walls, Etc. (30%) | | | 1214 | |
| **WIC Subtotal** | | | **5,623** | |
| **Finance / Administration** | | | | |
| Reception / Front Office | 1 | 16 x 24 | 384 | *Includes 4 work spaces* |
| Private Office (Health Director) | 1 | 12 x 20 | 240 | |
| Private Office (Future Assistant Health Director) | 1 | 12 x 14 | 168 | |
| Private Office (Financial Services Supervisor) | 1 | 12 x 14 | 168 | |
| Private Office (Office Supervisor) | 1 | 12 x 14 | 168 | |
| IT Support Specialist | 1 | 10 x 12 | 120 | |
| IT Support Storage Area | 1 | 15 x 25 | 375 | |
| Server Room | 1 | 12 x 16 | 192 | |
| Medical Records | 1 | 10 x 16 | 160 | *Includes 2 work stations* |
| Medical Storage | 1 | 10 x 12 | 120 | |
| Staff Restroom | 1 | 7 x 8 | 56 | |
| Conference Room | 1 | 12 x 16 | 192 | *8 people* |
| **Breakroom (see shared use)* | | | | |
| **Public Restrooms (see shared use)* | | | | |
| Miscellaneous Circulation, Walls, Etc. (30%) | | | 703 | |
| **Finance/ Administration Subtotal** | | | **3,046** | |
| **Health Education** | | | | *Located near Environmental Health & Admin., Finance* |
| Private Office (Health Education Specialist) | 1 | 10 x 12 | 120 | |
| Private Office (Health Education Program Manager) | 1 | 12 x 14 | 168 | |
| Private Office (Public Health Associate) | 1 | 10 x 12 | 120 | |
| Private Office (Port Peer Support Specialist) | 1 | 10 x 12 | 120 | |
| Private Office (Harm Reduction Coordinator) | 1 | 10 x 12 | 120 | |
| Private Office (Eye Specialist) | 1 | 10 x 12 | 120 | |
| Private Office (Lifestyle Medicine Program Coordinator) | 1 | 10 x 12 | 120 | |
| Private Office (Healthy Rowan Program Coordinator) | 1 | 10 x 12 | 120 | *Future* |
| Private Office (Community Health Coordinator) | 1 | 10 x 12 | 120 | *Future* |
| Workroom / Copy Room | 1 | 12 x 14 | 168 | |
| Storage | 1 | 12 x 15 | 180 | *store Narcan temp. control / work materials* |
| Conference Room | 1 | 12 x 17 | 204 | *10 people* |
| **Breakroom (see shared use)* | | | | |
| **Public Restrooms (see shared use)* | | | | |
| Miscellaneous Circulation, Walls, Etc. (30%) | | | 504 | |
| **Health Education Subtotal** | | | **2,184** | |

| **Care Management** | | | | *Located near personal health / clinical dept.* |
|---|---|---|---|---|
| Reception / Secretary | 1 | 10 x 12 | 120 | |
| Private Office (Social Work Manager) | 1 | 12 x 14 | 168 | |
| Private Office (Assistant IV) | 1 | 10 x 12 | 120 | *located near manager office* |
| Private Offices (Social Workers + 1 RN) | 9 | 10 x 12 | 1,080 | |
| Private Offices (Health Beginnings Coordinator + 1 Staff) | 2 | 10 x 12 | 240 | |
| Open Office (Intern / Volunteer from Colleges) | 1 | 8 x 8 | 64 | |
| Library Resource / Conference Room | 1 | 14 x 20 | 280 | *12 people* |
| Care Management – Interview Rooms | 2 | 8 x 10 | 160 | |
| Workroom / Copy Room | 1 | 12 x 14 | 168 | *laminator, printer copy machine* |
| Storage Room | 1 | 15 x 25 | 375 | *car seats, cribs, diapers, blankets etc.* |
| **Breakroom (see shared use)* | | | | |
| **Public Restrooms (see shared use)* | | | | |
| Etc. (30%) | | | 833 | |
| **Care Management Subtotal** | | | **3,608** | |

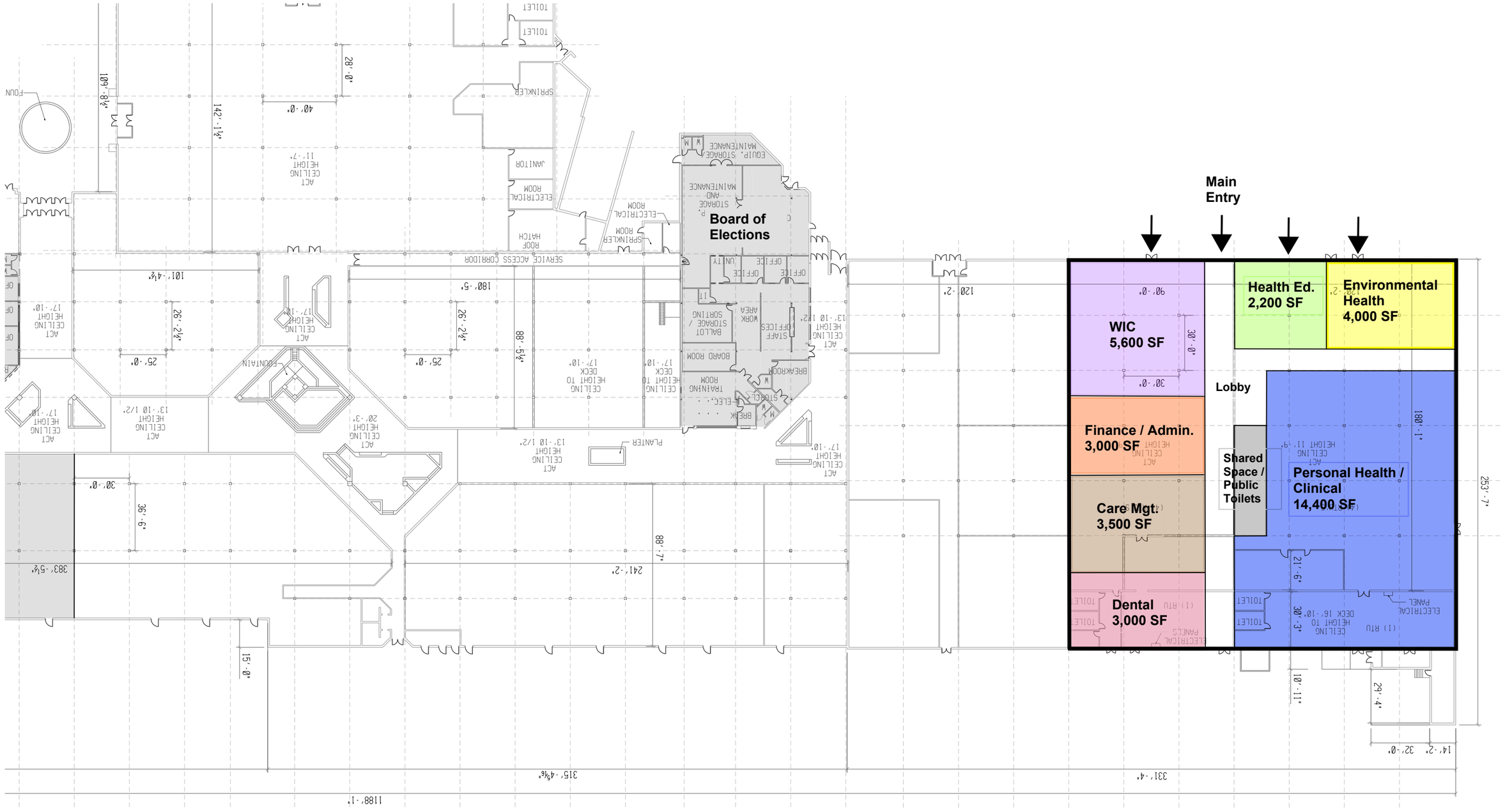
| **Personal Health / Clinical** | | | | |
|---|---|---|---|---|
| Waiting Area | 1 | 12 x 50 | 600 | |
| Reception Area | 1 | 10 x 18 | 180 | |
| Exam Rooms | 20 | 10 x 12 | 2,400 | *includes 2 negative pressure rooms* |
| Exam Rooms | 2 | 10 x 12 | 240 | *eye, height and hearing screens* |
| Webinar Conference Rooms | 2 | 10 x 12 | 240 | |
| Interview Room | 1 | 10 x 12 | 120 | |
| Nursing Stations | 3 | 14 x 20 | 840 | *includes storage* |
| Immunization Clinic and Storage | 1 | 22 x 30 | 660 | |
| Clinic Supply Storage | 3 | 6 x 16 | 288 | |
| BT Supply Storage | 1 | 5 x 12 | 60 | |
| Storage Room | 1 | 12 x 15 | 180 | |
| Private Office (Nursing Director) | 1 | 12 x 14 | 168 | |
| Private Offices | 7 | 10 x 12 | 840 | |
| Private Offices (Communicable Disease & Maternal Health) | 2 | 12 x 18 | 432 | |
| Open Offices | 8 | 8 x 8 | 512 | *workstations for clinic nurses & nurse pract.* |
| Restrooms | 8 | 7 x 8 | 448 | |
| Pharmacy Main | 1 | 15 x 20 | 300 | *accessible to clinic area* |
| Pharmacy Clinic | 1 | 7 x 8 | 56 | |
| Laboratory | 1 | 14 x 30 | 420 | *Located near clinic area central to corridors* |
| Laboratory Blood Draw Area | 1 | 11 x 14 | 154 | |
| Laboratory Waiting Area | 1 | 10 x 30 | 300 | |
| Laboratory Restroom | 2 | 7 x 8 | 112 | |
| Family Health Services Waiting | 1 | 14 x 38 | 532 | |
| Account / Check Out Waiting Area | 1 | 10 x 15 | 150 | |
| Prenatal / Immunizations Waiting Area | 1 | 12 x 30 | 360 | |
| Prenatal / Immunizations Receptionist Area | 1 | 8 x 10 | 80 | |
| FHS Receptionist Area | 1 | 8 x 14 | 112 | |
| Billing Receptionist | 1 | 14 x 20 | 280 | |
| Private Offices (Personal Health Service + Reception Area) | 5 | 10 x 12 | 600 | |
| Workroom (Personal Health Area) | 1 | 12 x 14 | 168 | |
| **Breakroom (see shared use)* | | | | |
| **Conference Rooms (see shared use)* | | | | |
| **Public Restrooms (see shared use)* | | | | |
| Miscellaneous Circulation, Walls, Etc. (30%) | | | 3316 | |
| **Personal Health Subtotal** | | | **14,368** | |

| **Environmental Health** | | | | |
|---|---|---|---|---|
| Waiting Area | 1 | 10 x 16 | 160 | *8 seats, table, transaction window/counter* |
| Open Offices (Supervisor IV & Assistant III) | 2 | 8 x 10 | 160 | |
| Private Office (Environmental Health Manager) | 1 | 12 x 18 | 216 | |
| Open Offices (Food, Lodging & Institution) | 5 | 8 x 8 | 320 | *TV monitor for plan with office cubicles* |
| Open Offices (On-site Wastewater) | 6 | 8 x 8 | 384 | *TV monitor for plan with office cubicles* |
| Conference Room | 1 | 14 x 20 | 280 | *13 people* |
| Copy Room | 1 | 8 x 9 | 72 | |
| Mud Room | 1 | 6 x 8 | 48 | |
| Staff Restroom | 1 | 7 x 8 | 56 | |
| Storage Room (Food, Lodging & Institution) | 1 | 8 x 10 | 80 | |
| Storage Room (On-site Wastewater) | 1 | 8 x 10 | 80 | |
| Storage Room (Administration) | 1 | 20 x 30 | 600 | *located behind supervisor & assistant* |
| Storage Room (PPE) | 1 | 5 x 8 | 40 | |
| Breakroom | 1 | 12 x 18 | 216 | |
| Open Offices (Operation & Maintenance Program) | 2 | 8 x 8 | 128 | *Future 5-10 years* |
| Open Offices (On-site Wastewater) | 2 | 8 x 10 | 160 | *Future 5-10 years* |
| Open Offices (Food, Lodging & Institution) | 2 | 8 x 10 | 160 | *Future 5-10 years* |
| Open Offices | 4 | 8 x 10 | 320 | *Future 10-15 years* |
| **Public Restrooms (see shared use)* | | | | |
| Miscellaneous Circulation, Walls, Etc. (30%) | | | 814 | |
| **Environmental Health Subtotal** | | | **4,134** | |

## Department Subtotals

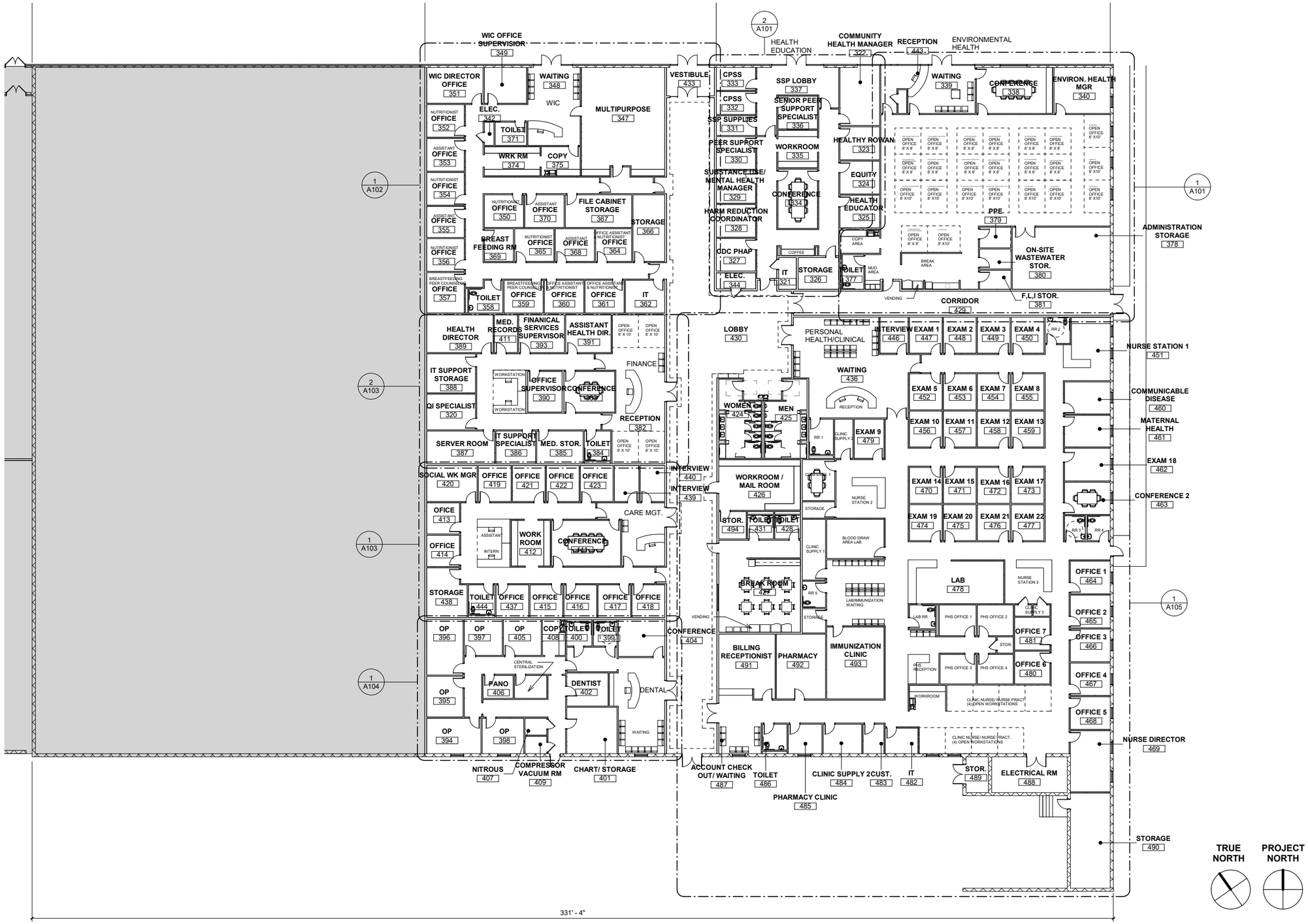
| | |
|---|---|
| Shared Use Space Subtotal | 4,337 |
| Dental Subtotal | 3,075 |
| WIC Subtotal | 5,623 |
| Finance / Administration Subtotal | 3,046 |
| Health Education Subtotal | 2,184 |
| Care Management Subtotal | 3,608 |
| Personal Health / Clinical Subtotal | 14,368 |
| Environmental Health Subtotal | 4,134 |
| **Proposed Total Building Floor Area** | **40,372** |
| **Existing Total Building Floor Area** | **25,775** |

# *Overall Floor Plan*




*44,300 SF*

# *Overall Floor Plan*



Badcock
DOLLAR TREE

MALL ENTRANCE

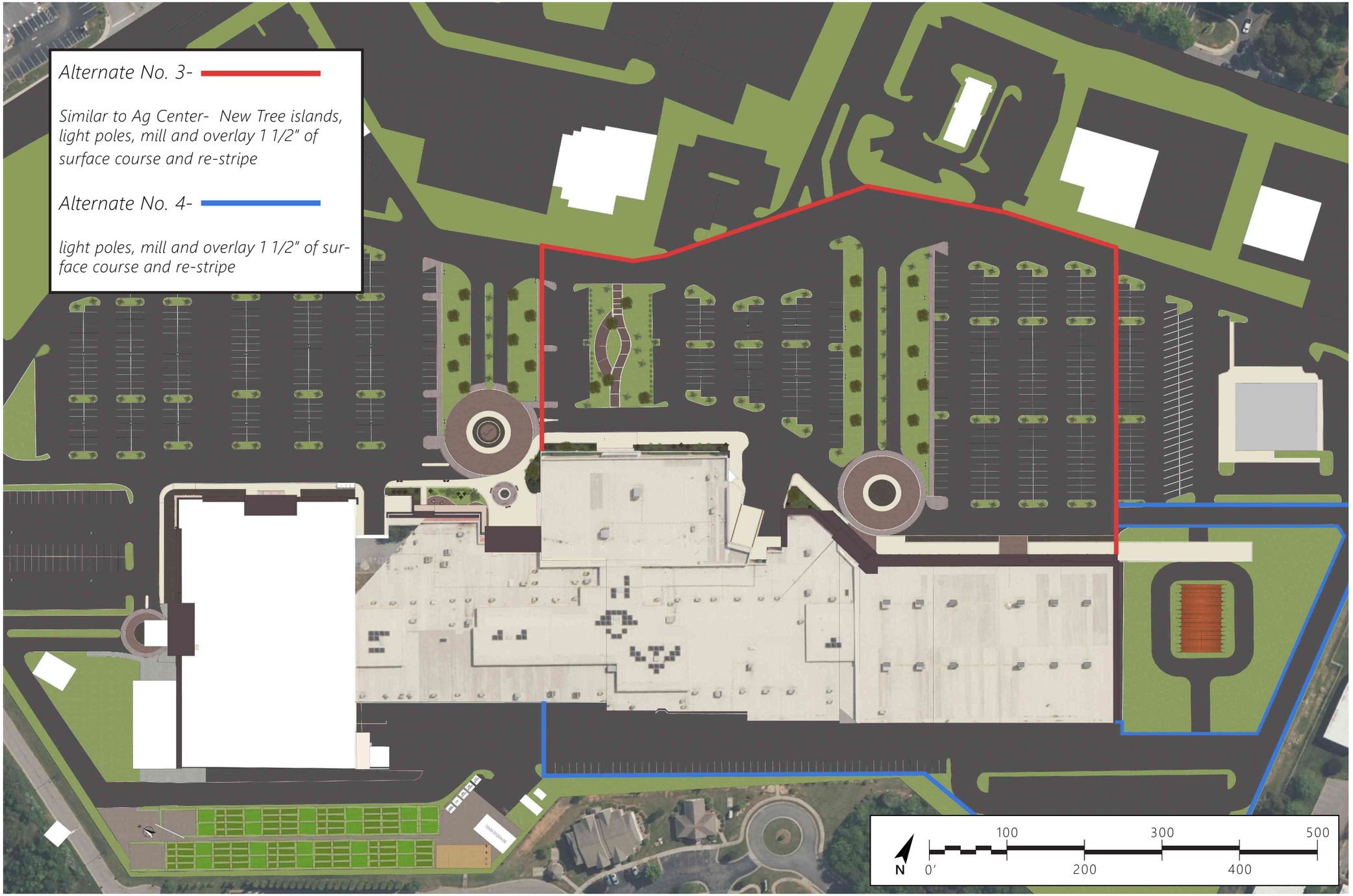
DOLLAR TREE

DOLLAR TREE

*Alternate No. 1 Facade Renovation Extents*

*Alternate No. 2 Facade Renovation Extents*

Site Plan


Alternate No. 3-
Similar to Ag Center- New Tree islands, light poles, mill and overlay 1 1/2" of surface course and re-stripe
Alternate No. 4-
light poles, mill and overlay 1 1/2" of surface course and re-stripe
N
0'
100
200
300
400
500

ENVIRONMENTAL HEALTH
HEALTH EDUCATION
HEALTH DEPARTMENT
WIC

*Alternate No. 1*

*Alternate No. 1*

*Alternate No. 1*

*Alternate No. 2*

ENVIRONMENTAL HEALTH
HEALTH EDUCATION
HEALTH DEPARTMENT
WIC
SIGNAGE

*Alternate No. 2*

*Alternate No. 2*

*Alternate No. 2*

*Alternate No. 2*

## Rowan County Health Department

## Advanced Planning Cost Estimate (Construction & Owner Soft Costs)

**Construction Costs**

| | | |
|---|---|---|
| Base Bid (Interior Renovations, Health Department) | | $ 14,571,156 |
| Alternate 1 (Exterior Renovations, New Entries & Canopies at Health Department Only) | | $ 1,275,254 |
| Alternate 2 (Exterior Renovations, New Entries & Canopies beyond Health Dept. around Board of Elections) | | $ 1,581,055 |
| Alternate 3 (Exterior Renovations, Parking Lot & Site Alterations from JC Penney Bldg.to Health Dept.) | | $ 2,106,152 |
| Alternate 4 (Exterior Renovations, East Drive next to Health Dept. and Parking Area Back of Building ) | | $ 100,778 |
| **Construction Costs Subtotal** | | **$ 19,634,395** |
| Owner Contingency | Calculated at 7.5% of the Construction Costs | $ 1,472,580 |
| **Construction Costs Total** | | **$ 21,106,975** |
| **Owner Soft Cost & Designer Fees Total** | | **$3,156,988** |
| **Total Cost for the Project** | | **$ 24,263,963** |

adwarchitects

environmentsforlife®

## Rowan County Health Department

## Advanced Planning Cost Estimate (Construction & Owner Soft Costs)

6/7/2023

### Construction Costs

| | | |
|---|---|---|
| Base Bid (Interior Renovations, Health Department) | | $ 14,571,156 |
| Alternate 1 (Exterior Renovations, New Entries & Canopies at Health Department Only) | | $ 1,275,254 |
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| Alternate 4 (Exterior Renovations, East Drive next to Health Dept. and Parking Area Back of Building ) | | $ 100,778 |
| **Construction Costs Subtotal** | | **$ 19,634,395** |
| Owner Contingency | Calculated at 7.5% of the Construction Costs | $ 1,472,580 |
| **Construction Costs Total** | | **$ 21,106,975** |

### Design Fees

| | | |
|---|---|---|
| Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Site/Civil, Landscape Architecture, Cost Estimator, Site Survey and Audio/Visual | | $ 1,477,488 |
| **Fees Total** | | **$ 1,477,488** |

### Owner Soft Cost

| | | |
|---|---|---|
| Owner Soft Cost - Design Phase | Furniture, IT & Data (wiring) | $ 1,600,000 |
| | Subsurface Exploration (By Owner) | $ 2,500 |
| | NC DENR Plan Review | $ 1,500 |
| | Advertisement for Bids | $ 500 |
| | Contingency | $ 10,000 |
| Owner Soft Cost - Construction Phase | Construction Materials Testing / Special Inspections | $ 55,000 |
| | Contingency | $ 10,000 |
| **Owner Soft Cost Total** | | **$1,679,500** |
| **Total Cost for the Project** | | **$ 24,263,963** |

Darise D. Caldwell,
Board of Health Chair

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
*Be an original.*

**Rowan County Health Department**
**1811 East Innes Street – Salisbury, NC 28146-6030**

Rowan County Board of Commissioners:

The Rowan County Board of Health strongly supports the current efforts to renovate the West End Plaza to create a new space for the Rowan County Health Department to include all divisions therein to best serve the citizens of Rowan County.

In 2021, the Rowan County Health Director Search Committee solicited a special consultant, Dr. William F. Pilkington, to complete an organizational analysis to provide a roadmap for guiding the health department on its path to a commitment to excellence in service of the community. This provided feedback for organizational success and considerations for appropriate location and space availability to conduct business as a health department.

Next, in 2022, Rowan County Government supported the Rowan County Health Department to complete a Space Study of the current location and future needs of the health department. The County contracted with ADW Architects to review each division within the health department through a written assessment and included an in-person walk-through assessment of each area with Rowan County Facilities Management Director Don Bringle. This study assessed the existing 25,775 square feet area and determined a new proposed total building floor area of 43,870 square feet to meet the current and future needs of citizens.

In 2023, Rowan County Government then supported the Rowan County Health Department through a contract with ADW Architects to complete the initial drawings and space design of the future health department location. The Rowan County Board of Health has reviewed these designs and strongly encourages the Rowan County Board of Commissioners to move forward with bidding out the opportunity for design and build of the future health department.

The Rowan County Board of Health supports the Rowan County Health Director and staff to engage in the design process alongside subject matter experts to ensure the space and design of the new health department is appropriate for the future. The Board is confident that this initiative is necessary and has the potential to make a lasting impact on the lives of the citizens in our county.

On Behalf of the Rowan County Board of Health Members,

Darise D Caldwell (Jul 27, 2023 09:48 EDT)
Darise D. Caldwell, RN, PhD
Board of Health Chair
Rowan County Public Health

# LOS to BOC - Architect Designs

Final Audit Report 2023-07-27

| | |
|---|---|
| Created: | 2023-07-26 |
| By: | Alyssa Harris (alyssa.harris@rowancountync.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAo1GjMeP7sCHf_Jzdiq8pspQdqCMvyBoZ |

## "LOS to BOC - Architect Designs" History

Document created by Alyssa Harris (alyssa.harris@rowancountync.gov)
2023-07-26 - 6:37:54 PM GMT- IP address: 24.123.188.14

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Signer daricaldwell3@gmail.com entered name at signing as Darise D Caldwell
2023-07-27 - 1:48:41 PM GMT- IP address: 174.203.249.186

Document e-signed by Darise D Caldwell (daricaldwell3@gmail.com)
Signature Date: 2023-07-27 - 1:48:43 PM GMT - Time Source: server- IP address: 174.203.249.186

Agreement completed.
2023-07-27 - 1:48:43 PM GMT

**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:** 8/7/2023
**SUBJECT:** WEP USDA Lease Proposal Revisions

---

As part of the Request for Lease Proposals process to the United States Department of Agriculture for space in West End Plaza, USDA has requested additional information. The attached documents include updated/additional information:

- Proposal to Lease Space (GSA FORM 1364)
- Offeror's Representation of Exemption from Seismic Standards (Form D)
- Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- Tenant Improvement Cost Summary (TICS) Table & Supporting Docs
- Conditional Commitment of Funds
- Cover Letter from County Manager

Updated information does not substantially change the proposal approved by the Board of Commissioners at the April 23, 2023 Regular Meeting. The attached forms provide USDA with clarification and detail to support the approved proposal and are required to move forward with the lease proposal.

Recommendation: Approve County Manager to sign and submit the attached documents to provide additional information to USDA for the lease proposal for space in West End Plaza.

**ATTACHMENTS:**
1. I_GSA Form 1364 Rev 10-18 FILLABLE_forFY22-updated
2. H_FAR 52.204-24 Representation_no blue text
3. SEISMIC FORM D
4. TICS Table

# 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<br>OTHER | N/A | 35 | 18,143 SF<br>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 | | |
| | PER SF RATE | FOR YEARS | PER SF RATE | FOR YEARS | PER SF RATE | FOR YEARS |
| 20. STEP RENT (SHELL RATES) | $ 18.00 /RSF<br>$ /ABOA | 5 Thru 10 | $ /RSF<br>$ /ABOA | Thru | $ /RSF<br>$ /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.

☑ 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)*

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

*See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.*
*NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)**

**The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.**

(a) *Definitions*. As used in this provision-

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming*, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations*. The Offeror represents that—

(1) It [ ] will, [X ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [X ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

| | | |
|---|---|---|
| OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE)<br><br>AARON CHURCH<br>COUNTY MANAGER<br>130 W. INNES STREET<br>SALISBURY, NC 28144 | TELEPHONE NUMBER<br><br>704-216-8195 |
| | _____<br>Signature | _____<br>Date |

**SEISMIC FORM D**

**OFFEROR'S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS**

Date: _____

I represent that my building is exempt from the requirements of RP 8 because:

☒ The Building is located in an area of medium seismicity and the Building will have less than 10,000 ABOA SF of space leased to the Federal Government upon commencement of the lease term.

☐ The Building is located in an area of high to very high seismicity, and it is a one-story building with a steel light frame or wood construction with less than 3,000 ABOA SF of space in the building.

_____

| **OFFEROR** | |
|---|---|
| SIGNATURE | NAME OF SIGNER |
| | |

| GSA | TENANT IMPROVEMENTS COST SUMMARY (TICS) | | | |
|---|---|---|---|---|
| | ADDRESS: | | DATE SUBMITTED: | |
| | | | | |
| | | | ABOA SF= | |
| | LESSOR: | | RENTABLE SF= | |

| Masterformat CSI | System Elements | | TI* | SHELL** |
|---|---|---|---|---|
| Div 1 | General Requirements | | $ 102,734.00 | $ |
| Div 2 | Site work & Demolition | | $ | $ |
| Div 3 | Concrete | | $ | $ |
| Div 4 | Foundations / Masonry | | $ | $ |
| Div 5 | Metals | | $ | $ |
| Div 6 | Woods & Plastics | | $ 42,400.00 | $ |
| Div 7 | Thermal & Moisture | | $ | $ |
| Div 8 | Doors & Windows | | $ 37,570.00 | $ |
| Div 9 | Finishes | | $ | $ |
| Div 10 | Specialties | | $ 198,118.00 | $ |
| Div 11 | Equipment | | $ | $ |
| Div 12 | Furnishings | | $ | $ |
| Div 13 | Special Construction | | $ | $ |
| Div 15 | General Construction | | $ | $ |
| Div 21 | Fire Suppression | | $ 25,564.00 | $ |
| Div 22 | Plumbing | | $ | $ |
| Div 23 | HVAC | | $ 137,000.00 | $ |
| Div 26.1 | Electrical | | $ 63,510.00 | $ |
| Div 26.2 | Lighting | | $ | $ |
| Div 27 | Communications, Security & Other Elec. Systems | | $ | $ |
| Div 28.1 | Electrical safety & Security | | $ | $ |
| Div 28.2 | Security | | $ | $ |
| Div 32 | Exterior | | $ | $ |
| Subtotal | Trade Costs | | $ | $ |
| | General Contractor Fee (GL/BR Bond) | Percent | $ 37,759.00 | $ |
| Subtotal | Construction Costs | | $ 30,345** | $ |
| | Architectural & Engineering Fees (NIC DID costs) | lump sum | $ | $ |
| | Other Lessor Costs Established Under the Lease | | $ | $ |
| Subtotal | Lessor's Costs: | | $ | $ |
| | Lessor's Project Management Fee | Percent | $ | |
| Total | **Price to Government:** | | $ 675,000.00 | |

**Notes:**

* Include all subcontractors' costs.

** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the SHELL DEFINITIONS tab, and the lease for further information.



INITIALS: LESSOR: _____ & GOV'T: _____

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Rebecca Saleeby, Deputy Clerk to the Board
**DATE:** 8/7/2023
**SUBJECT:** Board Appointments

---

**ATTACHMENTS:**

1. 7 August 2023
2. Application Report for August 7 2023

**MONTHLY BOARD APPOINTMENTS**
**August 7, 2023**
**COMMISSIONERS MEETING**

**********

**EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Lynn Bost applied for the County Seat on East Gold Hill Volunteer Fire Department Fire Commission that will become available on August 1, 2023. If appointed, his term would end June 30, 2025.

**JUVENILE CRIME PREVENTION COUNCIL**

Cheryl Saulpaugh applied for the Substance Abuse Professional on Juvenile Crime Prevention Council that became available on July 1, 2023. If reappointed, her term would end June 30, 2025.

****Ms. Saulpaugh currently resides in Davidson County. She is the Center Director for Davidson/Rowan Outpatient Daymark Recovery Services, Inc. Ms. Saulpaugh is seeking approval for this open position as she represents this county.*

**TOWN OF FAITH ZONING - ETJ**

Jordan Waller reapplied for the Town of Faith-ETJ Seat that will be available August 1, 2023. If reappointed, her term would end on July 31, 2026.

*(Note: There are approximately 61 vacancies on various boards.)*

**APPLICATIONS FOR BOARDS WITHOUT VACANCIES**

**********

**LIBRARY BOARD**

*Jonathan S Barbee submitted application, however, there are no vacancies. The next vacancy will be August 1, 2024.*

**PLANNING BOARD**

*Jonathan S Barbee submitted application, however, there are no vacancies. The next vacancy will be January 1, 2024.*

**ROWAN ECONOMIC DEVELOPMENT COUNCIL**

*Octavia P Shoats-Morrison, Jerome B Davis, Haylee Gardner Shuping and Jody Aaron Taylor submitted applications; however, there are no current vacancies. The next vacancies will be January 1, 2024.*

**SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.**

*Octavia P Shoats-Morrison submitted application; however, there are no current vacancies. The next vacancy will be July 1, 2024.*

# East Gold Hill Volunteer Fire Department Fire Commissioners

**Rowan County** | Generated 7/27/2023 @ 3:29:30 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Lynn Bost | 3/14/2023 | 475 Reedy Creek RD<br>Gold Hill, NC 28071<br><br>**Resident:** Yes | **Phone:** 7042016771<br>**Email:** lynnbost@yahoo.com | Validated |

# Lynn Bost

**Rowan County** | Generated 7/27/2023 @ 11:29 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Lynn Bost |
| **Application Date** | 3/14/2023 |
| **Expiration Date** | 3/14/2025 |
| **Board Member** | **Lynn Bost** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| East Gold Hill Volunteer Fire Department Fire Commissioners | 0 | BoC Meeting |

## Basic Information

**Name**
Lynn Bost

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

## Contact Information

**Address**
475 Reedy Creek RD
Gold Hill, NC 28071

**Resident**
Yes

**Ward/District**

**Email**
lynnbost@yahoo.com

**Phone**
7042016771

## Occupation

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Male

Generated 7/27/2023 @ 11:29 am

# Juvenile Crime Prevention Council

**Rowan County** | Generated 7/27/2023 @ 3:29:36 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Cheryl Saulpaugh | 7/25/2023 | 2129 Statesville Blvd.<br>Salisbury, NC 28147<br>**Resident:** Yes | **Phone:** 704-633-3616<br>**Cell Phone:** 336-247-2071<br>**Email:** csaulpau@daymarkrecovery.org | Validated |

# Cheryl Saulpaugh

**Rowan County** | Generated 7/27/2023 @ 11:29 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Cheryl Saulpaugh |
| **Application Date** | 7/25/2023 |
| **Expiration Date** | 7/25/2024 |
| **Board Member** | **Cheryl Saulpaugh** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| Juvenile Crime Prevention Council | 3 | BoC Meeting |

## Basic Information

**Name**
Cheryl Saulpaugh

**Business/Civic Experience and why you feel you are qualified for this appointment:**
I have been working in mental health/substance use for 10 years. I am a Licensed Clinical Mental Health Counselor and a Licensed Clinical Addiction Specialist.

**Have you ever been convicted of a felony?**
No

**County of Residence**
Davidson

**Request for Waiver of Term Limits**
unsure

## Contact Information

**Address**
2129 Statesville Blvd.
Salisbury, NC 28147

**Resident**
Yes

**Ward/District**

**Email**
csaulpau@daymarkrecovery.org

**Phone**
704-633-3616

**Cell Phone**
336-247-2071

## Occupation

**Employer**
Daymark Recovery Services

**Occupation**
Center Director

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Female

Generated 7/27/2023 @ 11:29 am

# Cheryl L. Saulpaugh, LCMHC, LCAS

711 Tilden Nursery Rd ▪ Lexington, NC 27295 ▪ 336-247-2071
▪ csaulpau@daymarkrecovery.org

## OBJECTIVE:

My career goal is to continue to grow my professional skills as a LCMHC/LCAS, provide leadership and oversite of staff personnel and improve community relationships.

## SKILLS:

GENERAL SKILLS

- Excellent communication, writing, interpersonal, oral and record keeping skills
- Extensive knowledge and work experience with adult substance abuse, personality disorders and individuals with HIV/AIDS
- Maintain charts and daily clinical documentation such as goal setting, individual progress notes and treatment plans
- Highly motivated to help others improve their quality of life
- Creative and intuitive problem solver
- Trained and utilizes the following evidenced based practices; Motivational Interviewing, Dialectic Behavioral Therapy, Cognitive Behavioral Therapy, Brief Solution Focused Therapy and Seeking Safety
- Outside of the box thinker and always looking for ways to streamline processes
- Computer literate with proficiency in Microsoft World, Microsoft Excel and Power Point

LEADERSHIP SKILLS:

- Facilitate employee training and provides oversite during assessments, group therapies, give constructive feedback, and reviewed clinical documentation
- Manages two agency centers that house over 45+ staff combined
- Facilitate weekly and monthly staff meetings
- Implement new center processes
- Provides supervision to clinical staff
- Represents Daymark at community meetings and community events
- Build community relationships and collaborate with community partners

## EXPERIENCE:

**Daymark Recovery Services Inc, Lexington & Salisbury, NC**
**Center Director-** July 2022 to present

- Facilitate employee training and provides oversite during assessments, group therapies, give constructive feedback, and reviewed clinical documentation
- Manages two agency centers that house over 45+ staff combined
- Facilitate weekly and monthly staff meetings
- Implement new center processes
- Provides supervision to clinical staff
- Represents Daymark at community meetings and community events
- Build community relationships and collaborate with community partners

**Daymark Recovery Services Inc.,** Lexington NC

Lead Clinician- February 2017- June 2022

- Conducts Comprehensive Clinical Assessments, group therapy and individual therapies and develops treatment plans including person centered plans
- Provides crisis intervention services
- Coordinates services with other local agencies (Probation, Social Services, TASC, Schools)
- Implemented new/revised documentation formats to expedite efficiency of staff communication and program coordination
- Provides support to clinical staff for treatment recommendations and diagnosing
- Provides assistance to other clinical staff during crisis interventions
- Assist with new employee training and provides oversite during assessments, group therapies, constructive feedback, and reviews clinical documentation
- Assist with providing oversite of clinical intern during assessments, group therapies, constructive feedback and reviews clinical documentation
- Provides supervision and oversight of clinical staff

**Positive Wellness Alliance,** Lexington, NC
Medical Case Manager- October 2012- February 2017

- Provide Case Management (Conduct Clinical Intakes, Assessments and Goal Setting)
- Provide HIV/AIDS education, assist in locating employment
- Locate and facilitate housing needs, food, transportation and/or medical care
- Provide crisis intervention and counseling to clients

**Path of Hope Inc.,** Lexington, NC
Substance Abuse Resident Tech- October 2010- October 2012

**American Children's Home**, Lexington, NC
Resident Counselor - November 2007- January 2009

**NewBridge Bank**, Lexington NC
Commercial Loan/Insurance Specialist- October 2003 – Nov 2007

## PROFESSIONAL LICENSURE:

Licensed Professional Counselor #12819

Licensed Clinical Addictions Specialist #25004

## EDUCATION:

**North Carolina Agricultural & Technical State University**
Greensboro, NC
Master's Degree in Counseling- Clinical Mental Health
2013-2016

**University Of North Carolina at Greensboro**
Greensboro, NC

Bachelors Degree in Social Work
2008-2011

**Forsyth Technical Community College.**
Winston Salem, NC
Associates Degree in Human Services Technology
2004-2008

**REFERENCES:**
May be provided upon request.

# Planning Board

**Rowan County** | Generated 7/27/2023 @ 3:29:39 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Jonathan S Barbee | 1/18/2023 | 101 Polo Drive<br>Salisburu, NC 28144<br><br>**Resident:** Yes | **Phone:** 9802343088<br>**Email:** barbeejs@outlook.com | Validated |

# Jonathan S Barbee

**Rowan County** | Generated 7/27/2023 @ 11:29 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Jonathan S Barbee |
| **Application Date** | 1/18/2023 |
| **Expiration Date** | 1/18/2025 |
| **Board Member** | **Jonathan Barbee** |
| **Status** | Validated |

| Board (Rank) | Vacancies | Status |
|---|---|---|
| Library Board (1) | 0 | Pending |
| Planning Board (2) | 0 | BoC Meeting |

## Basic Information

**Name**
Jonathan S Barbee

**Business/Civic Experience and why you feel you are qualified for this appointment:**
Dr. Gary Freeze was my homeroom professor at Catawba College in FYS and a mentor to me for 2 years. I know a number of individuals already on the Planning Board.
I am highly engaged with civic organizations and listen on perspectives that improve Rowan County.

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

## Contact Information

**Address**
101 Polo Drive
Salisburu, NC 28144

**Resident**
Yes

**Ward/District**

**Email**
barbeejs@outlook.com

**Phone**
9802343088

## Occupation

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Male

Generated 7/27/2023 @ 11:29 am

# Rowan Economic Development Council

**Rowan County** | Generated 7/27/2023 @ 3:29:41 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Mrs Octavia Phoebe Shoats-Morrison | 3/28/2023 | 420 Windsor Drive<br>Salisbury, NC 28144<br><br>**Resident:** Yes | **Phone:** 7576364399<br>**Email:** phoebeomorrison@gmail.com | Validated |

# Mrs Octavia Phoebe Shoats-Morrison

**Rowan County** | Generated 7/27/2023 @ 11:29 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Mrs Octavia Phoebe Shoats-Morrison |
| **Application Date** | 3/28/2023 |
| **Expiration Date** | 3/28/2025 |
| **Board Member** | **Octavia Phoebe Shoats-Morrison** |
| **Status** | Validated |

| Board (Rank) | Vacancies | Status |
|---|---|---|
| Salisbury-Rowan Community Action Agency, Inc. (1) | 0 | Pending |
| Rowan Economic Development Council (2) | 0 | BoC Meeting |

## Basic Information

**Name**
Mrs Octavia Phoebe Shoats-Morrison

**Business/Civic Experience and why you feel you are qualified for this appointment:**
I've lived in several states and witnessed the economic development of cities. I would also like to be considered for Parks and Recreation Board. I volunteered for 16 years with City of Newport News, VA Parks and 'Rec and was instrumental in implementing soccer/basketball programs.

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

## Contact Information

**Address**
420 Windsor Drive
Salisbury, NC 28144

**Resident**
Yes

**Ward/District**

**Email**
phoebeomorrison@gmail.com

**Phone**
7576364399

## Occupation

**Employer**
Retired - DOD

**Occupation**
Contracting Officer Rep/Sr Printing Specialist

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Female

Generated 7/27/2023 @ 11:29 am

Octavia P Shoats-Morrison
420 Windsor Drive
Salisbury NC 28144

Email: phoebeomorrison@gmail.com
Home: (757) 636-4399

**Work Experience:**

**Storage Control Associate, Burlington Stores, Salisbury NC, 28144, March 2020 – Dec 2021 and Wal-Mart Stores Jan 2022 - Jan 2023**

- As a Shortage Control Associate, responsible for maintaining a professional loss prevention presence at the store entrance
- Greeting all customers as they enter to ensure customers can see our commitment to providing a safe and secure shopping environment, and to deter theft, shoplifting, and other dishonest activities
- Ensuring my confidence, positive attitude, and engaging personality will allow me to effectively build trust and respect among customers and colleagues.
- Remain alert and engaged in monitoring the entrance and greeting customers during the entire duration of every assigned shift
- Project a professional image including wearing appropriate company-issued loss prevention attire, complying with company dress-code, and utilizing a positive and confident communication-style
- Maintain a clean, organized, and welcoming store entrance environment
- Greet customers with a smile, answer questions, and provide excellent customer service
- Learn and apply all shortage control best practices including performing bag and package checks and enforcing all safety and security standards
- Observe and report on key shortage control insights within your location and work with Asset Protection Investigators and leadership to address areas of opportunity

**Senior Publication Specialist/Contracting Officer Representative {COR}, Army Training Support Center, Training Support and Assistance Products Directorate, Fort Eustis, VA 23604, 34 years of Government Service.**

- Warehouse Storage and Distribution and Shipping contract) 90% of time served as Contracting Officer's Representative (COR) and Property Administrator for the Commercial Activities (CA) Storage and Distribution and Postage contracts.

  Monitored and ensured the shipping and delivery of over 3M products to the warfighter yearly.

- Maintained surveillance plan, techniques and procedures to use in inspecting operations and contractor performance. Performed quality inspections monthly using data inputted in the inventory distribution system.

- Determined valid workload changes and recurring requirements brought out about by new mission or procedural changes as needed. Ensured workload and resources were met.

- Assured property in the contractor's possession was properly maintained and in good condition. Initiated required action to acquire replacement when item was no longer serviceable. Prepared modifications to contract when necessary.

- . Prepared and submitted Performance Work Statements (PWS), Statement of Work (SOW) and additional paperwork for funding requirements and approval of contracts to higher level management/contracting office for approval yearly.

- Managed all issues dealing with the contractor i.e., health, safety, training and environmental.

- On a daily basis, ensured products were shipped in a timely manner to the warfighter and bases world-wide.

- Prepared budget inputs and executed the annual funding provided for warehouse activities including the contract, equipment lease, supplies and other expenses. Captured and maintained postage log by tracking shipping costs in monthly postage expense spreadsheet weekly. .

- As Publications Specialist for departmental publications, interfaced with DA and DOD on initial replication, requirement and distribution of ADTLP publications and forms in support of the Army's Distant Learning Plan.

- Analyzed, determined, coordinated and trained team members on printing specifications, to include printing processes, color, layout, design, format and packaging. Advised publication technicians on submission of SF1s, 843's and 2511's for outsourcing,

    - Prepared and submitted all High-Level Print jobs for Higher Echelon on Bases.

    - Wrote and submitted Specification to the Government Printing Office for all Aircraft/Building Decals under Air Combat Command, Langley AFB VA

    - Experience in recruiting, screening, interviewing and hiring practices. Served on hiring panels for various positions in the organization. Instrumental in determining duties to be performed and submitted to Human Resources to be placed in job Position Descriptions.
    - Responsible for the printing and distribution of all materials commissioning the George W. Bush Submarine and the Aircraft decals for all bases under Air Comat Command.

Served as President of AFGE (American Federation of Government Employees), Local 1643 from 2015 - 2019.
Previously served as VP and Chief Steward as well from 2013-2015.

**Education:**

B.S. IN BUSINESS - HAMPTON INSTITUTE - 1985

HAMPTON, VIRGINIA, 23666

## Additional Information

PERFORMANCE APPRAISALS – OUTSTANDING FOR 34 YEARS AND ADDITIONAL SUPERIOR PERFORMANCE AND ON-THE-SPOT AWARDS

CERTIFICATE OF ACHIEVEMENT FOR COURSES TAKEN IN COMMUNICATION THROUGH SKILLSOFT

CERTIFICATE OF TRAINING FROM THE GOVERNMENT PRINTING OFFICE FOR COMPLETING "HOW TO COMMUNICATE EFFECTIVELY TO GET THE PRINTING YOU DESIRE"

NUMEROUS LETTERS OF APPRECIATION

CERTIFICATES FROM THE DEFENSE ACQUISITION UNIVERSITY FOR COMPLETING THE FOLLOWING ONLINE COURSES.
1. CONTRACTING OFFICER REPRESENTATIVE WITH A MISSION FOCUS
2. CONTRACTING OFFICER REPRESENTATIVE REFRESHER COURSE
3. CONTRACTING FOR THE REST OF US
4. CONTRACT SOURCE SELECTION
5. TECHNICAL REVIEWS
6. ETHICS TRAINING FOR ACQUISITION TECHNOLOGY AND LOGISTICS
7. MARKET RESEARCH
8. SPEND ANALYSIS STRUCTURE
9. WORK BREAKDOWN STRUCTURE
10. CONTRACTING OVERVIEW

CERTIFICATE FROM THE ARMY LOGISTICS MANAGEMENT COLLEGE, FORT LEE, VIRGINIA FOR COMPLETION OF THE "CONTRACTING OFFICER'S REPRESENTATIVE COURSE (COR) - 8/08
ATTENDED MICC ACQUISITION WORKSHOP - 5/09
ONLINE COURSES ENHANCING CUSTOMER SERVICE/COMMUNICATION SKILLS

## Coaching/Volunteering

Volunteered for over 17 years with the Parks and Recreation in the City of Newport News, VA coaching soccer. Coached all age groups from 5-17 years of age.

Coached Hampton High School Varsity Girls Soccer team for 2 years. (2016-2018)

Assisted Volleyball Coach at Crittenden Middle School in Newport News VA

Volunteered for over 5 years as Assistant Basketball Coach for Recreational Teams

Octavia P Shoats-Morrison
420 Windsor Drive
Salisbury NC 28144

Email: phoebeomorrison@gmail.com
Home: (757) 636-4399

**Work Experience:**

**Storage Control Associate, Burlington Stores, Salisbury NC, 28144, March 2020 – Dec 2021 and Wal-Mart Stores Jan 2022 - Jan 2023**

- As a Shortage Control Associate, responsible for maintaining a professional loss prevention presence at the store entrance
- Greeting all customers as they enter to ensure customers can see our commitment to providing a safe and secure shopping environment, and to deter theft, shoplifting, and other dishonest activities
- Ensuring my confidence, positive attitude, and engaging personality will allow me to effectively build trust and respect among customers and colleagues.
- Remain alert and engaged in monitoring the entrance and greeting customers during the entire duration of every assigned shift
- Project a professional image including wearing appropriate company-issued loss prevention attire, complying with company dress-code, and utilizing a positive and confident communication-style
- Maintain a clean, organized, and welcoming store entrance environment
- Greet customers with a smile, answer questions, and provide excellent customer service
- Learn and apply all shortage control best practices including performing bag and package checks and enforcing all safety and security standards
- Observe and report on key shortage control insights within your location and work with Asset Protection Investigators and leadership to address areas of opportunity

**Senior Publication Specialist/Contracting Officer Representative {COR}, Army Training Support Center, Training Support and Assistance Products Directorate, Fort Eustis, VA 23604, 34 years of Government Service.**

- Warehouse Storage and Distribution and Shipping contract) 90% of time served as Contracting Officer's Representative (COR) and Property Administrator for the Commercial Activities (CA) Storage and Distribution and Postage contracts.

  Monitored and ensured the shipping and delivery of over 3M products to the warfighter yearly.

- Maintained surveillance plan, techniques and procedures to use in inspecting operations and contractor performance. Performed quality inspections monthly using data inputted in the inventory distribution system.

- Determined valid workload changes and recurring requirements brought out about by new mission or procedural changes as needed. Ensured workload and resources were met.

- Assured property in the contractor's possession was properly maintained and in good condition. Initiated required action to acquire replacement when item was no longer serviceable. Prepared modifications to contract when necessary.

- . Prepared and submitted Performance Work Statements (PWS), Statement of Work (SOW) and additional paperwork for funding requirements and approval of contracts to higher level management/contracting office for approval yearly.

- Managed all issues dealing with the contractor i.e., health, safety, training and environmental.

- On a daily basis, ensured products were shipped in a timely manner to the warfighter and bases world-wide.

- Prepared budget inputs and executed the annual funding provided for warehouse activities including the contract, equipment lease, supplies and other expenses. Captured and maintained postage log by tracking shipping costs in monthly postage expense spreadsheet weekly. .

- As Publications Specialist for departmental publications, interfaced with DA and DOD on initial replication, requirement and distribution of ADTLP publications and forms in support of the Army's Distant Learning Plan.

- Analyzed, determined, coordinated and trained team members on printing specifications, to include printing processes, color, layout, design, format and packaging. Advised publication technicians on submission of SF1s, 843's and 2511's for outsourcing,

    - Prepared and submitted all High-Level Print jobs for Higher Echelon on Bases.

    - Wrote and submitted Specification to the Government Printing Office for all Aircraft/Building Decals under Air Combat Command, Langley AFB VA

    - Experience in recruiting, screening, interviewing and hiring practices. Served on hiring panels for various positions in the organization. Instrumental in determining duties to be performed and submitted to Human Resources to be placed in job Position Descriptions.
    - Responsible for the printing and distribution of all materials commissioning the George W. Bush Submarine and the Aircraft decals for all bases under Air Comat Command.

Served as President of AFGE (American Federation of Government Employees), Local 1643 from 2015 - 2019.
Previously served as VP and Chief Steward as well from 2013-2015.

**Education:**

B.S. IN BUSINESS - HAMPTON INSTITUTE - 1985

HAMPTON, VIRGINIA, 23666

## Additional Information

PERFORMANCE APPRAISALS – OUTSTANDING FOR 34 YEARS AND ADDITIONAL SUPERIOR PERFORMANCE AND ON-THE-SPOT AWARDS

CERTIFICATE OF ACHIEVEMENT FOR COURSES TAKEN IN COMMUNICATION THROUGH SKILLSOFT

CERTIFICATE OF TRAINING FROM THE GOVERNMENT PRINTING OFFICE FOR COMPLETING "HOW TO COMMUNICATE EFFECTIVELY TO GET THE PRINTING YOU DESIRE"

NUMEROUS LETTERS OF APPRECIATION

CERTIFICATES FROM THE DEFENSE ACQUISITION UNIVERSITY FOR COMPLETING THE FOLLOWING ONLINE COURSES.
1. CONTRACTING OFFICER REPRESENTATIVE WITH A MISSION FOCUS
2. CONTRACTING OFFICER REPRESENTATIVE REFRESHER COURSE
3. CONTRACTING FOR THE REST OF US
4. CONTRACT SOURCE SELECTION
5. TECHNICAL REVIEWS
6. ETHICS TRAINING FOR ACQUISITION TECHNOLOGY AND LOGISTICS
7. MARKET RESEARCH
8. SPEND ANALYSIS STRUCTURE
9. WORK BREAKDOWN STRUCTURE
10. CONTRACTING OVERVIEW

CERTIFICATE FROM THE ARMY LOGISTICS MANAGEMENT COLLEGE, FORT LEE, VIRGINIA FOR COMPLETION OF THE "CONTRACTING OFFICER'S REPRESENTATIVE COURSE (COR) - 8/08
ATTENDED MICC ACQUISITION WORKSHOP - 5/09
ONLINE COURSES ENHANCING CUSTOMER SERVICE/COMMUNICATION SKILLS

## Coaching/Volunteering

Volunteered for over 17 years with the Parks and Recreation in the City of Newport News, VA coaching soccer. Coached all age groups from 5-17 years of age.

Coached Hampton High School Varsity Girls Soccer team for 2 years. (2016-2018)

Assisted Volleyball Coach at Crittenden Middle School in Newport News VA

Volunteered for over 5 years as Assistant Basketball Coach for Recreational Teams

# Town of Faith Zoning - ETJ

**Rowan County** | Generated 7/27/2023 @ 3:29:44 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Jordan Johnson | 7/25/2023 | 5635 Mount Hope Church Road<br>Salisbury, NC 28146<br>**Resident:** Yes<br>**Ward/District:** Rowan | **Phone:** 704-267-7291<br>**Email:** Jordanw2007@aol.com | Validated |

# Jordan Johnson

**Rowan County** | Generated 7/27/2023 @ 11:29 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Jordan Johnson |
| **Application Date** | 7/25/2023 |
| **Expiration Date** | 7/25/2024 |
| **Board Member** | **Jordan Waller** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| Town of Faith Zoning - ETJ | 1 | BoC Meeting |

## Basic Information

**Name**
Jordan Johnson

**Business/Civic Experience and why you feel you are qualified for this appointment:**
Currently on this board.

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

## Contact Information

**Address**
5635 Mount Hope Church Road
Salisbury, NC 28146

**Resident**
Yes

**Ward/District**
Rowan

**Email**
Jordanw2007@aol.com

**Phone**
704-267-7291

## Occupation

**Employer**
Rowan County Housing Authority

**Occupation**
Public Housing Occupancy Specialist

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Female

Generated 7/27/2023 @ 11:29 am

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Valerie Steele, Airport and Rowan Transit System Director, Sarah Pack, Clerk to the Board
**DATE:** 8/7/2023
**SUBJECT:** For Attorney-Client Privileged Communication

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The Board is asked to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on July 17, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege regarding airport lease negotiations.

**ATTACHMENTS:**
None

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**FROM:** Sarah Pack, Clerk to the Board
**DATE:** 8/7/2023
**SUBJECT:** Closed Session Minutes for Approval - 7/17/23

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Please consider approval of the minutes from the 7/17/23 Closed Session.

**ATTACHMENTS:**
1. 7/17/23 Draft Minutes