



## **ROWAN COUNTY COMMISSION AGENDA**

**March 7, 2022 - 3:00 PM**

**J. Newton Cohen, Sr. Room**

**J. Newton Cohen, Sr. Rowan County Administration Building**

**130 West Innes Street, Salisbury, NC 28144**

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

**<https://bit.ly/rowanboc3pm>**

**Password: 028144**

**Or join by phone:**

**Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477**

**Webinar ID: 975 6995 5631**

**Password: 028144**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

*Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.*

- Consider Approval of Minutes: February 21, 2022

### **1 Consider Approval of Consent Agenda**

- A. Bi-Weekly Environmental Health Report
- B. Locke Township VFD, Inc. Enforcer Pumper Truck Purchase
- C. Rowan Transit System 5307 Direct Recipient Resolution

- D. Audit Performance Responses
  - E. Rufty-Holmes Senior Center
  - F. Shelter Guardians Reimbursement
  - G. Schedule Public Hearing for March 21, 2022: Addressing Ordinance Amendments
  - H. Contract with Timber Ridge Treatment Center for DSS
  - I. HUBSCO Reporting and Verifiable Percentage Goal
  - J. RCHD - Environmental Health - Marsh Agreement
  - K. RCHD - 2022 Clinical Fee Schedule - Updated
  - L. Declare Tasers As Surplus and Donate to Local Agencies
  - M. Request From ITS to Reclassify Position of Technology Support Analyst II
  - N. Request for Public Hearing to Consider Changes to Personnel Ordinance and Policy
  - O. Federal Certifications and Assurances for Transit Funding
- 2 Public Comment Period
  - 3 Public Hearing For Z 01-21 Amendment
  - 4 Budget Amendments
  - 5 Consider Approval of Board Appointments
  - 6 Adjournment

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** February 28, 2022  
**SUBJECT:** Consider Approval of Minutes: February 21, 2022

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**ATTACHMENTS:**

**Description**

February 21, 2022 Minutes

**Upload Date**

3/2/2022

**Type**

Cover Memo

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



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

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8181 • Fax 704-216-8195

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS**

**February 21, 2022 – 6:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

Present: Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Craig Pierce, Member  
Judy Klusman, Member

Absent: Greg Edds, Chairman

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

Vice-Chairman Greene convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

#### **CONSIDER ADDITIONS TO THE AGENDA**

County Manager Aaron Church requested the Board consider the addition and deletion of the following items to the Consent Agenda:

- Purchase of Five (5) 250 Series Trucks for EMS (addition; Item U)
- NEWS Plumbing Replacement Program Agreement with Hazen (addition; Item V)
- Authorize Manager to Sign Grant Application for Kannapolis City Schools (addition; Item W)
- Request for Public Hearing - Offer to Purchase County-Owned Land (deletion; listed on the Consent Agenda as Item E)

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to accept the requested additions and deletion passed unanimously (4-0).

## **CONSIDER DELETIONS FROM THE AGENDA**

Please note there was one (1) motion made above that included both the additions and deletions to the Consent Agenda.

## **CONSIDER APPROVAL OF THE AGENDA**

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

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the February 7, 2022 Commission Meeting passed unanimously (4-0).

## **1. CONSIDER APPROVAL OF CONSENT AGENDA**

Commissioner Pierce moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

The Consent Agenda consisted of the following:

- A. Approve Contracting for Floor Repairs and Sealing in Perkins Leased Space
- B. ARPA to Fund Temporary Staffing
- C. Rowan County Jail Health Plan
- D. North Carolina Museum of Natural Sciences Grant
- E. Request for Public Hearing - Offer to Purchase County-Owned Land (this item was deleted from the agenda)
- F. Tax Refunds for Approval
- G. Schedule Public Hearing for Z 01-21 Amendment
- H. Airport - American Rescue Plan Act (ARPA) Funds
- I. State Capital and Infrastructure Fund (SCIF) Grant
- J. RTS Voluntary Fleet Reduction
- K. HOME-ARP [Approve Submission of Action Plan]
- L. SCIF Grant Funding \$500,000
- M. Subordination Letter Request - Eastern Fence Grant
- N. Contract with Vector Fleet Management, LLC
- O. Work Authorization for On-Airport Obstruction Removal
- P. Motorola Solutions Service Agreement
- Q. Letter of Support for USDA Grant for Yadtel Broadband Expansion into Rowan County
- R. Updated Offer to Purchase Lot 7 in Speedway Business Park
- S. Change Orders No. 10-16 for Dog Adoption Center
- T. NC Department of Public Safety Grant – Sheriff's Office
- U. Purchase of Five (5) 250 Series Trucks for EMS (addition; attached to these minutes for the record)
- V. NEWS Plumbing Replacement Program Agreement with Hazen (addition; attached to these minutes for the record)
- W. Authorize Manager to Sign Grant Application for Kannapolis City Schools (addition; attached to these minutes for the record)

## **2. PUBLIC COMMENT PERIOD**

Vice-Chairman Greene opened the Public Comment Period to entertain comments from any citizens wishing to address the Board and with no one coming forward, Vice-Chairman Greene closed the Public Comment Period.

## **3. QUASI-JUDICIAL HEARING FOR SUP 02-22**

Vice-Chairman Greene declared the hearing for Special Use Permit (SUP) 02-22 to be in session. Vice-Chairman Greene said the hearing would focus on an application submitted by Deborah Wright to accommodate an Event Center and rental cabins on her property located at 3425 Organ Church Road, further identified as Tax Parcel 378 043.

The Clerk swore in those wishing to provide testimony in the case.

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and also provided a power point (Exhibit C) as he described the site at 3425 Organ Church Road and surrounding area.

Using the power point, Mr. Stewart indicated the site proposed to use an entrance located off Double Thumb Road (Road), a private Road that served approximately fourteen (14) residences with a 30' easement/right of way (ROW). Mr. Stewart pointed out the acreage where additional homes could be located in the future.

The SUP included six (6) cabins to be used in conjunction with the events center.

Mr. Stewart said the proposed events center would be a 2,400 square foot barn-shaped building with a covered pavilion and patio, accompanied by a 672 square foot pavilion and 667 square foot bridal suite. The events center would primarily be for weddings; however, the owner had stated other events could take place on the site. The Staff Report (Exhibit B) contained a list provided by the owner of potential events that could be scheduled, which ranged from:

- Private celebrations such as birthday parties and reunions
- Small classes of 7-12 people for things such as crafting and homesteading classes
- Public festivals
- Vendor fairs
- Kids educational programs

Most of the uses would utilize the facilities within the gravel access drive with a few of them utilizing the facilities within the existing fenced in area and barn.

Mr. Stewart highlighted the Special Use Requirements for event centers as contained in the Staff Report (Exhibit B).

Mr. Stewart noted six (6) cabins were proposed on the site and per the applicant, the cabins were only intended for folks using the events center who might want to stay

overnight. Each cabin would have its own individual parking space away from the parking associated with the events center.

Mr. Stewart discussed the Road width and noted the Road was private and that he did not think there was a maintenance agreement. Mr. Stewart said a discussion might be warranted by the Board regarding the Road.

With regards to screening, Mr. Stewart said the ordinance required screening for structures within 200' of the boundary line. Mr. Stewart said the Jones residence was just over 200' and the Board might want to discuss screening for the northern area of the site.

Based on the Staff Report (Exhibit B), Mr. Stewart noted all Special Use Permits must be able to demonstrate they will meet all six (6) of the following evaluation criteria:

1. Adequate transportation access to the site exists.
2. The use will not significantly detract from the character of the surrounding area.
3. Hazardous safety conditions will not result.
4. The use will not generate significant noise, odor, glare, or dust.
5. Excessive traffic or parking problems will not result.
6. Use will not create significant visual impacts for adjoining properties or passersby.

Mr. Stewart said he had talked with the North Carolina Department of Transportation (DOT) and no driveway permit had been issued; however, the DOT did not see a problem with the request.

The applicant had the soil evaluated and the applicant believed the soil would support the six (6) cabins. It was noted the Rowan County Environmental Health Department had not confirmed if the site could support all the cabins; the northern side of the site would not perk.

Mr. Stewart said the Wrights did not want to pursue all necessary permits for construction until they knew whether the Board would approve the request.

Procedurally, Mr. Stewart provided the Board with Example Findings of Fact (Findings) (Exhibit D) for consideration for approval of the request. Mr. Stewart said the Board could approve, deny, or table the request for additional information, as needed.

Mr. Stewart stated the Board could impose conditions if it felt they were needed, such as hours/days of operation, etc.

Commissioner Klusman asked about any concerns from the Fire Marshal related to the size of the events center. Mr. Stewart said the Fire Marshal had been more concerned about the turnaround for emergency vehicles at the site and had not indicated anything of immediate concern from their minimum code standards.

Vice-Chairman Greene opened the floor to receive testimony from those who had been sworn in:

- Deborah Wright and her husband (name was inaudible) came forward. Ms. Wright said she could understand why the application would be concerning to the neighbors and she hoped to calm their fears and bring the community together. Ms. Wright said the events center would not be elaborate but rather a 40' x 60' wood barn where people could gather. Ms. Wright said she did not intend for the cabins to be used for anything more than a place to stay when coming to the events center for a reunion, wedding, or, for a bridal party to stay the night before a wedding. Ms. Wright said she was attempting to put every idea for the property into one (1) plan and the cabins would be the last to be built, if approved. Ms. Wright said the bridal suite would be a future addition. Ms. Wright's main focus was the barn and she shared ideas for other uses for the events center.

Commissioner Klusman questioned the maximum number of people for the center and Ms. Wright responded approximately 150-200. Ms. Wright said the cabins were intended for 2 or 3 people. With regards to outdoor events, such as concerts, Ms. Wright was uncertain about the maximum number of people that would be allowed. Ms. Wright said portable toilets would be on site if events went over 200 people.

Commissioner Klusman asked where the cars would be parked and Ms. Wright said she could use the large field in the northern part of the tract.

Commissioner Klusman referred to the County's noise ordinance and said when concerts were held on the Wright property she felt the noise should be lower than the allowable maximum for the sake of the neighbors.

Commissioner Klusman asked about limits for the hours of operation. Ms. Wright said she did not want to limit the hours too much for the future. Ms. Wright anticipated the hours Monday through Friday to be 9:00 am – 10:00 pm; Saturday from 9:00 am to 11:00 pm. Sundays were proposed to be from 10:00 am to 9:00 pm. Ms. Wright said both she and her husband worked and were not planning to quit those jobs immediately.

Commissioner Klusman asked what kind of security would be provided. Ms. Wright said it had been recommended she include in the contract for an officer be on site for private gatherings, whether it was a Rowan County Sheriff's Officer, or other security. Ms. Wright said she planned to follow the recommendation. Commissioner Klusman suggested the security be an off-duty Sheriff's Deputy.

Commissioner Klusman asked how Ms. Wright planned to control alcohol consumption and the behaviors that would go with it. Ms. Wright responded that alcohol was one of the reasons she wanted to require security. Ms. Wright said she did not want to limit alcohol nor did she plan to encourage it. Ms. Wright said alcohol would be beer and wine only.

Commissioner Klusman said it was great to put the limitations in a contract; however, the reality was people would still bring in other alcohol.

Commissioner Klusman asked what kind of language would be in the contract that would enable the Wrights to shut down an event for violating the terms. Ms. Wright expressed hope that law enforcement hired for security would help keep the alcohol contained.

Commissioner Pierce suggested Ms. Wright amend the request and break the events center out from the other structures until she was ready for the structures (cabins, etc.). Commissioner Pierce expressed concern with the road width for emergency vehicles and suggested the road be widened.

Commissioner Pierce asked Mr. Stewart if the request could be amended and Mr. Stewart replied it would not be an issue to remove a component from the application.

Mr. Stewart said the applicants could bring back another site plan and after the Board heard from the public, there could be other changes warranted.

Ms. Wright said she envisioned the cabins as a bedroom with a bath. Ms. Wright continued by saying the process would be a learning curve for her and she wanted to be a good neighbor and make accommodations everyone would be comfortable with. Ms. Wright emphasized the dream plan was more about the community and getting people together and she was willing to look at the suggestions.

In response to an inquiry from Commissioner Caskey, Ms. Wright said there were fourteen (14) residences that used the dirt Road. Commissioner Caskey said he, too, lived on a private road and it was difficult to determine who was responsible for road repairs. Commissioner Caskey said the request caused him concern for the Road's maintenance based on the increased number of visitors that would be using the entrance.

Ms. Wright said she did not know what the Road maintenance schedule was and she could offer something towards the maintenance budget. Ms. Wright said if there was a component in the plan she needed to pull out and be responsible for, she was willing to do so.

Commissioner Greene asked if the Road was a private road.

- Peyton Woodie with Woodbriar Design came forward to help Ms. Wright address questions regarding the Road. Mr. Woodie said the Road was a recorded ROW and a public access. Mr. Woodie said the Road was privately maintained and with regards to emergency access, service vehicles were allowed to come in. Mr. Woodie said the road width met the minimum fire code width of 20' into the site, as well as around the cabin areas to help facilitate firetrucks moving around in the event of an emergency. Mr. Woodie said he had talked with the DOT and the proposed driveway access was the preferred location due to sight distance issues.

County Manager Aaron Church asked if there was public water access near the facility. Mr. Woodie said no and the issue would be addressed if it was in the fire code.

Commissioner Klusman questioned the road width and Mr. Woodie said he was uncertain at what point the road width narrowed. Mr. Woodie said he could obtain accurate measurements if it was a huge concern for the Board. Mr. Woodie felt the entrance was larger than 20' where the Wright's driveway came in.

Commissioner Klusman expressed concern with being able to get the emergency vehicles in/out of Double Thumb Road in the event of an emergency. Commissioner Klusman said Organ Church Road was not very wide, as is.

Mr. Woodie said if Double Thumb needed to be widened to the driveway entrance as a condition of approval, the Wright's could do so. Mr. Woodie said the Road was a public access and privately maintained with a 30' ROW. Mr. Woodie said there was a recorded plat map on file with the County that showed the ROW 30' wide.

Mr. Woodie suggested that a maintenance agreement be drafted to cover the road maintenance to Ms. Wright's driveway.

Commissioner Klusman asked if there had been any conversations about a secondary way to get off the property. Mr. Woodie said visitors could go around the south side of the property on the grass and come back out. Commissioner Klusman said she would like to see the secondary exit included as part of the plan.

Vice-Chairman Greene asked for a show of hands from those in the audience who were in support of the application. No hands were raised. Vice-Chairman then asked if those in attendance would like to select speakers to represent those opposed to the request. The attendees responded from the audience they would each prefer to exercise their right to speak.

County Attorney Jay Dees said he had requested the Fire Marshal join the meeting remotely in the event the Commissioners had any questions pertaining to fire code.

Vice-Chairman Greene opened the floor for those who had been sworn to come forward and address the Board:

- Carolyn Bost, 1256 Songbird Lane Rockwell, expressed concern with the possibility of getting blocked in on Double Thumb Road. Ms. Bost recalled a house fire from the prior year that had been a total loss and had also resulted in the loss of life. Ms. Bost shared that the fire department had only been able to get one hose to the fire and she felt the Road should be at least 20' wide. Ms. Bost shared that it was hard to pull over in order to let other cars pass on the Road.



- Ben Bernhardt, 325 Glover Road, Salisbury, said he owned the property north of the Wrights and his son lived on the property. Mr. Bernhardt expressed concern with the narrowness of the Road. Mr. Bernhardt disagreed with Ms. Wright's comment that most of the widening would be on their property. Mr. Bernhardt said the Road was not on Ms. Wright's property and was on Brian Seagraves property. Mr. Bernhardt said the Road was on his own property where the Road curved east. Mr. Bernhardt said there was a 35' deeded ROW for access. Mr. Bernhardt's main concerns echoed those of safety by the previous speaker, Ms. Bost. Mr. Bernhardt read a portion of Staff's concerns. Mr. Bernhardt then talked about the dangers of visibility off the Road and the deeded ROW that belonged to Mr. Seagraves.
- Frank Jones said his land bordered the Wright's property on the right side. Mr. Jones referred to the buffers mentioned in the power point (Exhibit C) provided by Mr. Stewart. Mr. Jones said there was no buffer proposed to protect his property. Mr. Jones stated he and his wife, Courtney, had just built their home and he was upset they might not have the peace and quiet to enjoy their new home if the request was approved. Mr. Jones was concerned their lives would be affected due to the potential for loud music and bad behaviors that could result from alcohol consumption.
- Courtney Jones reiterated the concerns of her husband, Frank Jones, and said the couple would like a buffer if the request was to be approved.

Commissioner Pierce asked if the Jones' would be willing to accept a 2-layered buffer should the request be approved. Commissioner Pierce said safety and privacy were his biggest concerns.

Both, Mr. and Ms. Jones said they would appreciate a buffer. Ms. Jones asked if there would be an agreement requiring the replacement of any plants/trees that died. Commissioner Pierce responded the Board could require the buffer be maintained.

- Denene Brown, 151 Double Thumb Road, Rockwell, said she lived in the last house on the Road. Ms. Brown said the Road was a dead-end and she wondered how many people would use her driveway as a turnaround. Ms. Brown said her son and his friends ride bikes and the neighbors ride horses on the Road. Ms. Brown said the Road was only 13' to 14' wide and she questioned the safety issues that would result with the proposed entrance. Ms. Brown said she would no longer feel safe. Ms. Brown said her husband and the neighbors have to scrape and gravel the Road and it had taken years for the dirt Road to reach its current condition. Ms. Brown questioned the dust that would result from a hundred cars coming in. Ms. Brown asked if the Road would also be used for construction vehicles. Ms. Brown said her husband lost his brother and sister in the house fire previously mentioned that occurred last year. Ms. Brown said there were numerous fire trucks trying to get to them. Ms. Brown said the fire trucks had broken the culvert and the residents had

to replace the culvert because it happened with a volunteer fire department on a private road.

- Jason Bernhardt, 124 Double Thumb Road, Rockwell, reiterated the safety concerns related to turning in and out on the Road. Mr. Bernhardt discussed the dangers of the blind spot. Mr. Bernhardt said the neighbors worked hard to maintain the condition of the Road. Mr. Bernhardt talked about rainwater and overflow from ditches that he had to drive through to reach his property. Mr. Bernhardt said he did not foresee being able to keep the Road up based on the request. Mr. Bernhardt said he had a 5-year-old daughter and would hate for emergency vehicles to be unable to reach her if there was wedding traffic preventing access. Mr. Bernhardt said the Wright's property had road frontage and if the request was approved, he wanted to see the Wright's property used as the entrance.
- James Brown, 151 Double Thumb Road, Rockwell, stated his main concern was also with the entrance at Double Thumb Road. Mr. Brown agreed with Jason Bernhardt that if someone was turning out of the Road, no one could turn in. Mr. Brown agreed it would be best if the driveway came off Organ Church Road onto the Wright's property.
- Brenda Bost, 1145 Songbird Lane, Rockwell, said she had a lot of concerns with the Road. Ms. Bost said after it rained, she felt Double Thumb Road could be compared to the Yadkin River. Ms. Bost said the residents had spent a lot of money trying to maintain the Road. Ms. Bost said the State would not take over the Road until the residents met the State's standards. Ms. Bost said there was a lot of runoff because the land was bull tallow and it was hard for the rain to soak into the ground. Ms. Bost said she had 40 acres at the very back of the Road. Ms. Bost said if the request was approved she would be afraid to be home alone with only one way in and one way out of the Road.
- Jennifer Shue, 1185 Songbird Lane, reiterated the concerns of her mother-in-law, Carolyn Bost, whom she lived beside of. Ms. Shue said her children rode their bikes on the road and she was concerned there could be an additional 100 cars on the Road. Ms. Shue was worried that someone would hit a horse and injure both a child and the horse. Ms. Shue said she had lived at her residence for a long time and she wanted the quiet life to continue. Ms. Shue mentioned a tree on the Wright's property that impeded the view. Ms. Shue discussed the expense of maintaining the Road and said the Wright's had been notified regarding the maintenance but never offered to help. Ms. Shue asked who the neighbors would call for enforcement of conditions that might be placed on the applicant if the request was approved. Ms. Shue said the neighbors did not find out about the application until they received the letters from the Planning Department. Ms. Shue asked why there was no consideration for a turning lane since there was such a sharp turn onto the private road.

Vice-Chairman Greene said any attachments (conditions) made to the permit would be supervised by the County before the Wright's could be issued the permit to open the events center.

Ms. Shue asked who the neighbors would call after the fact and after the approvals and Vice-Chairman Greene responded, "the Planning Department" would make sure the attachments were continually being done.

In closing, Ms. Shue felt the Wright's should use their property for access as opposed to Double Thumb Road.

- Kathryn Shue, 1185 Songbird Lane, shared her concerns, the first of which pertained to her horses and their safety. The second concern was related to the large farm equipment, such as combines, etc., that traveled down Double Thumb Road to take care of the farmland.
- Greg Clark, 1390 Cottonwood Road, said his issues focused on safety and being able to get in/out of the Road. Mr. Clark also asked who would police the number of people that would show up for concerts, etc.

Commissioner Pierce responded the Sheriff's Department should be called for problems to large crowds that might exceed the allowable numbers.

Commissioner Caskey asked Mr. Clark about the traffic safety issue. Mr. Clark felt the entrance to the events center should be located off Organ Church road as the view would be higher and allow better visibility.

There were no other citizens sworn that came forward to provide testimony in the case. Mr. Dees informed the Board there was a question about the access. Mr. Dees said the code required direct access to a public road and he questioned the Board deviating from the standard.

The second question Mr. Dees posed was whether the property owner had the right to use Double Thumb Road. Mr. Dees continued by saying the Board heard the Road was a public road privately maintained, or, that it was a public access privately maintained. Mr. Dees questioned all the deeds to the surrounding lots that were subdivided and sold together with access over Double Thumb Road and sold together with the right to use that access. Mr. Dees said the plat referenced that shows the access, showed Double Thumb Road as a private road with a 30' ROW to be maintained by the residents, which was not a public access or public road. Mr. Dees said his question was subject to applicant providing something satisfactory to Board that they have right to use the Road for a commercial purpose. Mr. Dees said the question needed to be answered for the application as it seemed to be front and center of the issues the Board had heard, along with screening issues. Mr. Dees said he did not want the Board to approve a plan that might cause the County to have to deal with a legal issue later with regards to who could

use Double Thumb Road and for what purposes. Mr. Dees stated the plat clearly showed a private 30' ROW and not a public road or a public access. Mr. Dees asked if the Wrights had a legal right to use the private ROW when their deed did not include it in their legal description.

- Ms. Wright said she did not want to cause any problems with her neighbors and most of the concerns seemed to be about the Road. Ms. Wright said she and Mr. Woodie had gone to the NCDOT and for safety reasons the NCDOT had encouraged her to use Double Thumb Road. Ms. Wright said she was agreeable to using an access off Organ Church Road; however, she stated the access would go through the Wright's own "private space". Ms. Wright said she did not want contention with the neighbors.

Vice-Chairman Greene said the Board could vote on the request as submitted, or, Ms. Wright could withdraw the application at this point. Vice-Chairman Greene said Ms. Wright could make the changes, straighten out the legal descriptions, or, the Board could table the matter to a future meeting. Ms. Wright and Mr. Woodie asked the Board to table the matter for one (1) month.

Mr. Dees suggested the Board act to table the issue and hold the public hearing open until the next 6:00 p.m. meeting. In the meantime, the Wright's could amend the application if they chose. Mr. Dees deferred to Mr. Stewart to further explain the process.

Mr. Stewart said the Board could deny the request; table the request for 30 days in order to give the Wright's a chance to amend the request and no further notice to the public would be required. Mr. Stewart said if the Wright's needed more time, Planning Staff could re-advertise the public hearing and put signage back up. Mr. Stewart said the Board could also conditionally approve a request and grant forty-five (45) days to receive the site plan back. Mr. Stewart noted there were only four (4) Board members present and the Ordinance would require a 3-1 vote for approval.

Mr. Stewart said he had presented the Staff Report (Exhibit B) on behalf of Planner Aaron Poplin and had only worked with the Wright's early on when the request was initially agritourism. Mr. Stewart said the request was much different now and he wanted to make clear if the Wright's allowed concerts, he did not see how they would not exceed the Noise Ordinance. Mr. Stewart said Staff did not bring applications to exceed the noise levels to the Board for every weekend at a certain site. Mr. Stewart said he did not have the best grasp of what the plan would look like. Mr. Stewart said the Noise Ordinance was brought up to applicants for every proposed wedding venue in the County. Mr. Stewart felt sure the public was concerned over the music that would be amplified.

Commissioner Klusman moved to table the request; however, she questioned the timeframe to leave the request open. Mr. Dees explained the Board had not closed the public hearing and could act to table the hearing until the second meeting in March, which would be a 30-day period. Mr. Dees said during the 30-day window the applicant could

decide to proceed as is, amend the site plan and resubmit to staff, or, withdraw the request and start over at a later date. Mr. Dees said the motion would be to continue the public hearing until the Board's March 21<sup>st</sup> meeting date.

Commissioner Caskey said it seemed 90% of the issues the Board heard during the hearing were due to the access coming off Double Thumb Road. Commissioner Caskey said he wanted to see an option for accessing the Wright's property off Organ Church Road. Commissioner Caskey was uncertain if 30 days was enough time for the applicant to provide a plan with the revised access.

Mr. Stewart said the applicant did not want another driveway beside their existing drive. Mr. Stewart said only the applicant could indicate a willingness to provide a revised site plan and he noted 30 days was not a lot of time to gather and provide the requested information.

Commissioner Pierce asked if the Board could vote and make the decision based on having a driveway cut off Organ Church Road as a requirement for the SUP. Mr. Stewart said the Board could condition the approval upon evidence of seeing the evidence to obtain driveway permit.

Commissioner Pierce felt the concerns for use of the Road were justified and said he did not want to put the neighbors in jeopardy. Commissioner Pierce said Double Thumb Road was never designed for the proposed capacity. Commissioner Pierce also felt additional screening would help alleviate some of the neighbors' concerns.

Commissioner Pierce seconded the motion on the floor from Commissioner Klusman to table a decision and he moved to include a timeframe to keep the current quasi-judicial hearing open to March 21, 2022.

In response to a comment from Commissioner Caskey about a different driveway access, Mr. Dees said he had been discussing access options with Mr. Woodie as the Board had been deliberating. Mr. Dees said the applicant would need to agree to a different access option.

Vice-Chairman Greene restated that the motion on the floor was to table a decision to March 21, 2022 and to leave the public hearing open. Upon being put to a vote, the motion passed unanimously (4-0).

County Attorney reiterated for the benefit of those in attendance that the matter was being tabled until March 21, 2022 at which time the Board would continue with the public hearing. Mr. Dees expressed hope that a new site plan would be sent to Staff and shared with the public in advance of the meeting.

Vice-Chairman Greene called for a brief recess at 7:45 p.m.

Vice-Chairman Greene reconvened the meeting at 7:50 p.m.

At this time Vice-Chairman Greene asked the Board to skip to agenda item #7 (*RSSS Application for Needs-Based Public School Capital Fund Grant*) in the order of presentation and discussion. Following the presentation, the Board resumed and followed the original order of the agenda.

#### **4. PUBLIC HEARING TO CLOSEOUT THE CDBG-3D18-E 3052 GRANT**

Amanda Whitaker, Director of Funding Services, Withers Ravenel presented the close-out of the Chewy project. Ms. Whitaker said the County was awarded a \$1,500,000 Community Development Block Grant (CDBG 18-E-3052) from the NC Department of Commerce, Rural Economic Development Division, for installation of a sewer line to the Chewy facility.

The company committed to create at least 385 new fulltime jobs with at least 50% of the jobs created going to low-moderate income (LMI) households. According to Ms. Whitaker and the last annual report, 1,988 new jobs were reported and 70% were LMI. The project was complete, the sewer line was installed and Chewy was hiring on a regular basis.

The NC Department of Commerce required a formal closeout public hearing to be held stating the activities of the project, the number of low-moderate income beneficiaries, and the amount of grant funds expended in each category in order to close out the grant.

Vice-Chairman Greene opened the public hearing to receive citizen input regarding the closeout of the CDBG-3D18-E 3052 Grant. With no one wishing to address the Board, either remotely or in person, Vice-Chairman Greene closed the public hearing.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to accept the closeout of the CDBG-3D18-E 3052 Grant passed unanimously (4-0).

#### **5. SNIA 01-22: LAFLAM TRUST**

Assistant Planning Director Shane Stewart reported that Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC on behalf of the Bryan and Michelle LaFlam Trust to construct 14,000 square foot building (including covered areas) for the storage of race cars and race car parts at the 300 Block of Pit Road. This 2.4 acre tract, referenced as Parcel ID 230-090, was previously subdivided into two (2) parcels one (1) of which was issued SNIA approval (SNIA 07-06) for 1.2 acres, which was never constructed. While these tracts have since been combined into one (1) parcel, this request would allocate an additional 1.2 acres to the 2.4 acre tract. (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% built upon area.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve SNIA 01-22 passed unanimously (4-0).

#### **6. SNIA 02-22: FOLEY HOME SALES, LLC**

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC to construct a 7,700 square foot building on Lot 1 of Horsepower Park. Per property owner Doug Foley, the building will be used by a company that contracts with Duke Energy to inspect overhead power lines with a helicopter. The building will house their office needs, maintenance of the helicopter, and interior storage of the craft. 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% built upon area.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve SNIA 02-22 passed unanimously (4-0).

#### **7. RSSS APPLICATION FOR NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND GRANT**

Anthony Vann, Chief Operating Officer for Rowan-Salisbury School System (RSSS), presented a request for RSSS to submit a Needs-Based Public School Capital Fund Grant (Grant). Mr. Vann provided a power point as he discussed the grant, which if awarded, would be applied to the Knox/Overton K-8 Project (Project) to offset the Project escalation costs due to current COVID-19 Pandemic challenges. Mr. Vann reported that RSSS was experiencing construction markets to be 20-30 percent above where the markets were prior to the Pandemic.

The Grant assisted counties with critical capital building needs and was available to eligible counties for construction of new school facilities, additions, repairs and renovations. If awarded the grant, a middle school project could receive up to \$40 million and require a 15% match (or \$6 million) of the grant award. The local match would be from funding by the County Commissioners.

Mr. Vann said the Board of Education (BOE) met on February 7, 2022 and approved submittal of the grant application. The BOE was now asking the Board of Commissioners to approve the grant submission in order for RSSS to move forward with the Project.

Commissioner Pierce said the Commissioners would have to sign off guaranteeing the County would fund the difference, which he stated was \$30 million instead of \$6 million. Mr. Vann explained the match for the full amount of \$40 million was 15%, or \$6 million. Mr. Vann said the actual Project itself was increasing due to rising costs. Mr. Vann said funds were already budgeted in the amount of \$55 million to move forward with the Project and the Grant would reduce the cost of the Project.

Commissioner Pierce did not feel the application was correct and suggested the BOE communicate more with the Commissioners through the Joint Planning Committee. Mr. Vann said the Project had been on the books for years. Mr. Vann said the Grant was being submitted for the second time to the Commissioners, as it was denied the first time.

In response to an inquiry from Commissioner Klusman about separating the elementary and middle school in the grant process, Mr. Vann said the plan was to close Knox Middle and Overton Elementary. Mr. Vann said the BOE felt it best to apply for the middle school right now.

Commissioner Caskey said he read the funds could be used for new schools, additions, renovations, etc. Commissioner Caskey asked if the funds could be used for "something else" after the Grant was awarded, or, if the funds must be used specifically for the Project. Mr. Vann said, "I think if you can show you have something else in the pipe, I think you could change it".

Commissioner Caskey asked if the BOE had recently and unanimously approved the Grant application and Mr. Vann said he believed so. Commissioner Caskey mentioned the last time he had spoken with some of the members of the BOE, they were not all in favor of doing the Project.

Commissioner Caskey said when the BOE had voted to close Enochville and Faith Elementary Schools, it was noted there were too many seats in elementary and the same was noted for middle schools also.

Mr. Vann said when the two (2) elementary schools had closed it helped to fill empty seats and to increase the utilization rate for RSSS by several points.

Commissioner Caskey asked if more students would be funneled into the new K-8 school. Commissioner Caskey said there had been excess seats in middle schools that were not addressed during the closing of Enochville and Faith Elementary Schools. Mr. Vann said the middle and high school numbers were much closer. Mr. Vann said, "The majority of the seats we have are at the elementary level".

Commissioner Caskey asked if voting for submittal of the Grant locked the Board in and Mr. Vann said the Grant award, if received, must come back to the Board of Commissioners for final approval. Mr. Vann anticipated a decision regarding the Grant award would be made by April 12, 2022.

Commissioner Caskey asked for confirmation that applying for the Grant was not the final step in the approval process. County Manager Aaron Church said since the County would be matching quite a bit of the award, the County would have to budget to borrow the money and it would have to come back before the Commissioners for final approval.



In response to additional questions regarding the approval process and how the funds could be spent, Mr. Church stated he would not sign an acceptance for the Grant, if awarded, unless the Grant had been accepted by the Board of Commissioners.

Commissioner Klusman moved approval of the right for RSSS to apply for the Grant. The motion was seconded by Commissioner Caskey and passed 3-1 with Commissioner Pierce dissenting.

#### **8. ILS PROJECT REQUEST FOR FUNDING SCIF GRANT**

Rowan County Airport and Transit Director Valerie Steele provided a power point as she presented the funding request for the County's Instrument Landing System (ILS) Rehabilitation/Replacement using State Capital and Infrastructure (SCIF) funds at the Mid Carolina Regional Airport (Airport).

Ms. Steele reported the ILS was far beyond the end of its usable life and the components were no longer able to be repaired when they failed. A portion of the electronic components for the glideslope were replaced but the remainder of the system needed to be rehabilitated. The Localizer, currently out of service, needed to be replaced.

Ms. Steele asked the Board to consider granting approval for her to work with Senator Carl Ford and Representative Harry Warren regarding permission to use \$2 million of the \$5 million in SCIF to complete the replacement of the remaining ILS system components.

Ms. Steele discussed the steps and timeline for receiving grant funds and the grant administration. Ms. Steele also discussed the negative impact to the Airport if it no longer had the ILS

Using the power point, Ms. Steele highlighted the Glideslope and said the project had been put on hold due to lack of available funds. According to Ms. Steele, a sufficient number of bids were received but a bid could not be awarded. Ms. Steele said Staff would not have to go through the bid process again if the bid from 2019 would be honored.

Ms. Steele stated if the Board agreed on the importance of the ILS being the Airport's next project, the next and most important step was speaking to Senator Ford and Representative Warren for approval to modify the funds since the funds were given for a hangar expansion and public safety aspect. Ms. Steele said the grant was a legislative grant and not one for the County to choose how it would spend. Ms. Steele the ILS need was unknown the past July when funding had been requested for the hangar expansion.

Commissioner Pierce asked if there would be enough money left to build the hangar for the North Carolina Highway Patrol if \$2 million was used on the ILS. Ms. Steele said she believed there was already funding for the public safety hangar (\$12.5 million) set aside and the legislative grant was an additional amount provided for the hangar. Ms. Steele said the remaining \$3 million from the legislative grant would be added to the \$12.5 million.

Following a brief discussion, Commissioner Pierce moved to reallocate \$2 million for the ILS Project and to reach out to Senator Ford and Representative Warren for their approval. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

#### **9. ZOLL MEDICAL CORP. STATE CONTRACT PURCHASE**

Allen Cress, Chief of Emergency Services, reviewed the request in the agenda packet, explaining that Rowan County released a Request for Information (RFI) for cardiac monitors with responses received on November 16, 2021. TJ Brown, Acting EMS Division Chief, along with Anna Bumgarner, Director of Purchasing and Contracting were also present to answer any questions the Board might have.

According to the information in the agenda packet, three (3) companies, Code Blue Resources, Stryker and Zoll Medical Corporation came on site and provided demonstrations of their products. The equipment was available for emergency services' staff from November 17<sup>th</sup> until December 15<sup>th</sup> and an evaluation committee of emergency services' staff decided to go with Zoll devices. These devices are being purchased from North Carolina State Contract 465B as NCGS 143-129(e)(9) allows. EMS wished to purchase 149 AEDs and 25 cardiac monitors totaling \$1,301,880. Rowan County will be providing 140 AEDs to the volunteer fire stations throughout Rowan County.

Mr. Cress discussed three (3) proposals. The first proposal was for four (4) monitors needed for the Community Paramedic Program and would be paid from ARP funds.

The next proposal was for twenty-one (21) monitors to replace the aged-out monitors currently used. Mr. Cress said several monitors would also be used in staff vehicles, enabling staff to arrive at scenes quicker and would also enabling staff to aid paramedics before arriving on the scene.

The last proposal was for one hundred and forty (140) defibrillators that would go the fire departments in both the municipal and rural departments.

Commissioner Pierce moved to approve all three (3) contracts for State purchase. The motion was seconded by Commissioner Caskey and carried unanimously (4-0).

#### **10. LITTER REPORT**

Vice-Chairman Greene highlighted the litter report from Caleb Sinclair, Director of Environmental Management. During the month of January, the Department removed 5.7 tons of litter and debris and 93 improperly discarded tires from along Rowan County roadsides.

#### **11. FINANCIAL REPORTS**

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of January 2022 - \$87,023,656
- Annual Cumulative Revenue Comparisons as of January 2022 - \$104,236,401
- Annual Cumulative Current Year Property Tax Comparisons as of December in FY 2022 – \$70,358,458
- Annual Cumulative Sales Tax Comparisons as of October in FY 2022 - \$11,248,841

## **12. BUDGET AMENDMENTS**

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

- Environmental Management – Accommodate grant funded project for Recycling Program Grant approved by BOC and acknowledged in Adobe workflow 7-18-2021 - \$30,000
- Finance – Recognize 2021-2022 North Carolina Museum of Natural Sciences grant awarded to Rowan County Nature Center - \$75,000
- Emergency Services – Request use of ARPA to pay for Operative IQ system being used to track all PPE purchased by Rowan County - \$8,280
- Department of Social Services (DSS) – Request use of ARPA funds to pay contractors to help DSS's Economic Services and Child Protection Services group during Pandemic - \$74,000
- Finance Department – Transfer budget from one G/L account line to another to correct miss-key when setting up budget - \$1,018,000
- Emergency Services – Requesting use of Article 46 Restricted Sales Tax to purchase additional monitor equipment - \$53,000
- Library – Received gift from Friends of Rowan Public Library in the amount of \$15,000. Requesting to move funds in order to purchase children's furnishings and equipment for West Branch Library - \$12,533
- Emergency Services / County Manager – Requesting use of Article 46 Sales Tax – Committed for Public Safety within Rowan County's current Fund Balance to be used to purchase defibrillator for every fire department - \$210,000
- County Manager – Requesting transfer of funds to cover rest of year expenditures (3 months) associated with bringing a fleet company on board to manage Rowan County's fleet of vehicles - \$200,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

## **13. CLOSED SESSION**

Vice-Chairman Greene moved at 8:45 p.m. for the Board enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on January 3, 2022 and in accordance with North Carolina General Statute § 143-318.11(a)(3) for Attorney-Client Privileged Communication regarding a DSS settlement. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Commissioner Pierce moved the Board return to Open Session at 9:00 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

No action was taken.

**14. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 9:00 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

DRAFT

## Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Purchase of Five (5) 250 Series Trucks for EMS

Date: February 18, 2022

---

Emergency Services and Purchasing prepared a Bid Document for the purchase of 250 Series Trucks for EMS. Four (4) trucks were for the COVID Community Paramedic Program from ARPA Funds and One (1) is for replacement of current vehicle in General Fund. No bids were received on February 3, 2022, so a re-bid was sent out and received on February 16, 2022. The County did receive three (3) responses. Idlerton Dodge response did not meet the spec and only offered two (2) vehicles. Therefore, the recommendation is to order 5 trucks for an estimated delivery in 3-4 months from Modern Chevrolet, LLC.

Attached is the response from Modern Chevrolet and Bid Tab.

Recommendation: The Emergency Service and Purchasing Directors recommend that the Board of Commissioners authorize the purchase of five (5) trucks from Modern Chevrolet, LLC for a not to exceed amount of \$229,000.

ITB 2022-025 Truck

	Ilderton Dodge	Randy Marion	Modern Chevrolet
Base Bid New	\$ 37,268.00	\$ 51,335.00	\$ 45,800.00
Quantity Available	1	5	5
Total Cost	\$ 37,268.00	\$ 256,675.00	\$ 229,000.00
Estimated Delivery	4/30/2022	now	3-4 months order by 3/15/22

Base Bid New	\$ 36,823.00
Quantity Available	1
Total Cost	\$ 36,823.00
Estimated Delivery	3/30/2022

Bid Opening Attendees

Anna Bumgarner

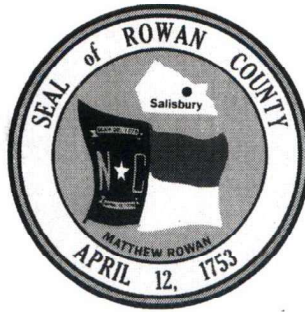
Michelle Doyle

I hereby certify that this is a true tabulation of the bids received

2/16/2022  
Date



Anna Bumgarner, Purchasing Director



# **INVITATION TO BID**

**FOR**

**2500/250 Series  
TRUCK  
SPECIFICATION**

## **ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8174

[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Date Issued: Tuesday, February 8, 2022

Date Due: Wednesday, February 16, 2022 at 3:00 PM ET

Administered By: Anna Bumgarner, Purchasing Director

**NOTICE TO BIDDERS  
ROWAN COUNTY EMERGENCY SERVICES FOR  
FIVE (5) 2500/250 Series TRUCKS**

Rowan County plans to purchase five (5) 2500/250 Series Trucks for Emergency Services (ES). Rowan County understands the supply chain issues with vehicles; therefore, is willing to purchase vehicles from multiple vendors to meet our need of five (5). The County is also willing to look at exceptions to the spec so please price vehicle that will most closely match the specification and list any expectations. The County is also willing to order these vehicles and take delivery at a later time, please specify expected delivery date. The County has also included an alternate bid for used vehicles.

**Bidders for this ITB will be accepted until Wednesday, February 16, 2022 at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director at:

Rowan County Purchasing Department  
Attn: Anna Bumgarner, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8174  
[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Submission of any bid signifies the Bidder's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Bidder. All prices submitted with the Bid shall remain in effect for the ninety (90) day period.

Rowan County reserves the right to award and/or reject any and/or all Bids and waive any technicalities or irregularities. For complete details, consult the ITB package.

This is the 8th day of February, 2022.

Rowan County

By: Anna Bumgarner  
Rowan County Purchasing Director



**Invitation to Bid**

The purpose and intent of this Invitation to Bid (ITB) is for five (5) 2500/250 series trucks for Emergency Services (ES). The following documents make up this ITB:

- a. This Document
- b. Bid Response Form

**Important Dates**

Issue Date:	Tuesday, February 8, 2022
Deadline for written questions:	Thursday, February 10, 2022 at 5:00 PM ET
Deadline for Submitting Bids:	Wednesday, February 16, 2022 at 3:00 PM ET

**Submission of Bids**

Bids must be presented on the **Bid Response Form** attached to the ITB can be mailed or delivered to:

Anna Bumgarner, Purchasing Director  
Rowan County Purchasing Department  
130 West Innes Street, Suite 31  
Salisbury, NC 28144

The package shall be plainly marked "ITB 2022-025a 2500/250 Series Trucks".

Bidders must submit one sealed original of their bids. No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

Sealed Bids are due on **Wednesday, February 16, 2022 at 3:00 pm EST** by mail to J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina, 28144. Failure to submit a Bid by this deadline will disqualify the respondent from consideration in this purchase.

**Request for Clarification**

All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Thursday, February 10, 2022. These written questions or requests must be submitted to Anna Bumgarner, Purchasing Director, either by mail, fax or e-mail. No respondent shall have contact with any other County Staff or Board of Commission Members once the ITB is made public. All pertinent questions the County receives will be answered in an addendum to this ITB and posted on the County website by end of day on Friday, February 11, 2022. <https://www.rowancountync.gov/677/Current-Bids-or-Request-for-Proposals-RF>

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this ITB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this ITB or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this ITB.

**Signed Bids Considered an Offer**

Receipt of a signed Bid shall be considered an offer on the part of the Bidder. The terms, conditions and specifications of this ITB will become part of the contract if the Bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

**Timeline to Execute Contract**

The County understands the current national issues with vehicle production and is willing to work with the awarded Bidder, within reason, on the delivery of vehicles.

**Availability of Funds**

The purchase will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this ITB.

**Non-Discrimination**

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**Delivery**

The awarded vendor shall delivery vehicles FOB destination to Rowan County Facilities Department at 425 Airport Road, Salisbury, NC 28147 and notify purchasing of delivery by email to Anna Bumgarner at anna.bumgarner@rowancountync.gov.

**Collusive Bidding**

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

**General Indemnity**

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

**Assignment**

The successful Bidder shall be the prime Bidder and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

**Conflict of Interest**

All Bidders must disclose in writing with their Bid the name of any owner, officer, director or agent who is also an

employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project.

#### **Errors and Omissions**

The Bidder shall not take advantage of any errors or omissions in this ITB, and shall promptly notify the County of any omissions or errors found in this document.

#### **Funding**

The County will be using both local and federal funds for this purchase.

**FEDERAL FUNDS: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):**

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); 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); and Record Retention Requirements (2 CFR § 200.324)



**SPECIFICATIONS**

**COMMENTS/ALTERNATIVES**

Four-wheel drive  
Four Full Size Doors  
Cloth Seats  
Short Box preferred  
Vinyl Matting  
Air Conditioning  
AM/FM Radio  
Power Windows  
Power Door Locks  
Cruise Control  
Tilt Steering Wheel  
110 Volts/400-watt Outlet (or alternate)  
Cupholders  
Cargo Area Tiedowns  
- automatic transmission w/od  
Power Steering  
4 Wheel ABS Brakes  
Largest Available 8-cylinder Gas Engine  
Heavy Duty High Amp Alternator  
Front Disc Brakes  
Unleaded Fuel preferred  
Fold Down Tailgate  
Spare Tire  
Driver's Air Bag  
Passenger's Air Bag  
Exterior Color: White (or alternate)  
Interior Color: Specify in Bid  
Heavy Duty Suspension  
Class V Trailer Towing Package with  
Trailer Brake Controller  
Rear Back Up Camera  
Remote Start  
Up-fitter Interface Module

Engine  
type:

6.6L V8 401 HP/ 464 lb TQ

**Please complete:**

MPG city  
MPG highway  
Wheelbase  
Fuel capacity (gal)  
Basic Warranty (months)  
Basic Warranty (miles)  
Powertrain Warranty (months)  
Powertrain Warranty (miles)  
Number of doors (extended cab)

158.94"  
36  
36  
36  
60  
100K  
4 Full Doors

**Bid Response Form**

**Quote:**

Extended cab - Four Door

\$45800.<sup>00</sup> Per unit

Quantity Available

5 Total Cost \$ 229,000.<sup>00</sup>

Estimated Delivery Date:

3-4 months If ordered by: 3/15/22

MODERN CHEVROLET

Business Name

Date

Authorized Signature

5955 University Parkway  
Winston Salem, NC 27105

Randy Andrews

Address

RANDY ANDREWS

336-722-4191

Printed Name

candrews@modernauto.com

38-3847669

Telephone number/email

Federal Tax ID Number

Attach sheet explaining and exceptions to the specifications listed.

**Alternate Bid:**

**Quote used vehicles available:**

Extended cab - Used

\$

Per used unit

Quantity Available

Total Cost \$

Estimated Delivery Date:

Make/Model/Year of Used vehicle:

Odometer reading

Does this vehicle have a clean title? Yes No



## Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

### Modern Chevrolet

#### Dealership Information

Quote Prepared for:

Rowan County  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8174

#### Prepared By:

Randy Andrews  
Modern Chevrolet  
336-722-4191  
randrews@modernauto.com

DRAFT

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 15756. Data Updated: Feb 8, 2022 12:47:00 AM PST.



## Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom ( ☒ Complete )

### Quote Worksheet

	MSRP
Base Price	\$46,300.00
Dest Charge	\$1,695.00
Total Options	\$2,505.00
<b>Subtotal</b>	<b>\$50,500.00</b>
NC/Modern Gov Discount	(\$4,700.00)
<b>Subtotal Pre-Tax Adjustments</b>	<b>(\$4,700.00)</b>
Less Customer Discount	\$0.00
<b>Subtotal Discount</b>	<b>\$0.00</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$45,800.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$45,800.00</b>

Dealer Signature / Date

Customer Signature / Date

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## Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL
CK20743	2022 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom

#### COLORS

CODE	DESCRIPTION
GAZ	Summit White

#### OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington) (Requires (YF5) California state emissions requirements or (NE1) Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington state emissions requirements.)
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)
JGF	GVWR, 10,650 lbs. (4831 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
1CX	Custom Preferred Equipment Group includes standard equipment
GAZ	Summit White
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
—	Option/package discount (Requires (PDX) Custom Value Package.) *DISCOUNT*
PDX	Custom Value Package includes (PCX) Custom Convenience Package, (ZLA) Infotainment Package, (DWI) outside power-adjustable vertical trailering mirrors with heated and auto-dimming upper glass, lower convex spotter mirrors, turn signal indicators, puddle lamps, perimeter lighting and power folding/manual extending and (DD8) auto-dimming rearview mirror *GROSS*

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

### OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
PCX	Custom Convenience Package includes (BTV) Remote Start, (C49) rear-window defogger, (UF2) bed LED cargo area lighting, (QT5) EZ Lift power lock and release tailgate and (JL1) Trailer brake controller (Included with (PDX) Custom Value Package.)
ZLA	Infotainment Package includes (U2K) SiriusXM Radio and (UE1) OnStar (Included with (PDX) Custom Value Package.)
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)
JL1	Trailer brake controller, integrated (Included and only available with (PCX) Custom Convenience Package, (PDX) Custom Value package or (CMT) Gooseneck/5th Wheel Package.)
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCX) Custom Convenience Package.)
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCX) Custom Convenience Package. Included with (PDX) Custom Value Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCX) Custom Convenience Package.)
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Included and only available with (ZLA) Infotainment Package. IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at <a href="http://www.siriusxm.com">www.siriusxm.com</a> for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
VV4	Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar. Terms and limitations apply. See <a href="http://onstar.com">onstar.com</a> or dealer for details.)
—	Compass located in instrument cluster (Included and only available with (UE1) OnStar.)
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a>
BTV	Remote vehicle starter system (Included and only available with (PCX) Custom Convenience Package.)
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCX) Custom Convenience Package.)
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet.)

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## Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

### OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
C49	Defogger, rear-window electric (Included and only available with (PCX) Custom Convenience Package.)
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not included when (UVO) Bed View Camera is ordered and is replaced by (DRC) Partial video display rearview mirror.)
UE1	OnStar and Chevrolet connected services capable (Included and only available with (ZLA) Infotainment Package. Terms and limitations apply. See onstar.com or dealer for details.) (Terms and limitations apply. See onstar.com or dealer for details.)
—	Chevrolet Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)
Liners†	Front and Rear Floor Liners†

### Options Total

## Standard Equipment

### Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance

### Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,650 lbs. (4831 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

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## Modern Chevrolet

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

### Mechanical

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section  
Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)  
Suspension Package  
Steering, Recirculating Ball with smart flow power steering system  
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors  
Brake lining wear indicator  
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine.)

### Exterior

Wheels, 20" (50.8 cm) machined aluminum with Graze Metallic painted accents, 10-spoke  
Tires, LT275/65R20 all-terrain, blackwall  
Tire, spare LT275/70R18 all-terrain, blackwall  
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door  
Bumper, front (High gloss Black.)  
Bumper, rear (High gloss Black.)  
CornerStep, rear bumper  
BedStep, Black integrated on forward portion of bed on driver and passenger side  
Moldings, beltline, Black  
Cargo tie downs (12), fixed rated at 500 lbs per corner  
Grille (Front grille bar with "CHEVROLET" painted body color. Includes body color surround and Black mesh inserts with small Gold bowtie emblem.)  
Headlamps, halogen reflector with halogen Daytime Running Lamps  
Taillamps with incandescent tail, stop and reverse lights  
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel  
Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])  
Mirror caps, Black  
Glass, deep-tinted  
Tailgate, standard  
Tailgate and bed rail protection cap, top  
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCX) Custom Convenience Package is ordered.)

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

### Exterior

Tailgate, gate function manual, no EZ Lift

Door handles, Black grained

### Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Bluetooth for phone connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Cloth seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

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## Modern Chevrolet

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

### Interior

Air conditioning, single-zone  
Air vents, rear, heating/cooling  
Mirror, inside rearview, manual tilt  
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

### Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

### Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

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## Modern Chevrolet

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

### WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

DRAFT

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## Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144  
Phone (704) 216-8100 FAX (704) 216-8166

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: NEWS Plumbing Replacement Program Agreement with Hazen

Date: February 21, 2022

---

Hazen has provided a Scope of Work for full project management of the NEWS Plumbing Replacement Program for the replacement of residential water plumbing at homes with elevated lead levels in tap samples. This scope of work proposes to complete this project by hiring prequalified plumbing contractors, allowing the county to complete this project in a timely manner. By changing out the plumbing of all homes with elevated levels, the County would virtually eliminate the potential for Lead and Copper exposure amongst the customers, as well as any potential for non-compliance for all homes testing 10ppb or higher for lead.

Attached are the Proposed Contract and Scope of Work form Hazen

Recommendation: Authorize County Manager to sign the proposed Scope of Work by Hazen and enter into the contract at an amount not to exceed \$95,000 utilizing funds from account: 6557510-590021.



Hazen and Sawyer  
620 Green Valley Road, Suite 101  
Greensboro, NC 27408 • 336.312.2326

February 18, 2022

Aaron Church  
County Manager  
Rowan County  
130 W Innes Street  
Salisbury, NC 28144

**Re: Scope of Services Support the County in the Program for Replacement of Residential Plumbing**

Dear Mr. Church:

Hazen and Sawyer is pleased to submit this scope of engineering services to assist Rowan County in selecting qualified plumbing contractors to replace the plumbing in private homes in the Northeast Rowan County Water System. Our approach to providing these services can be found below.

***Background***

The Northeast Rowan County Water System (NEWS) is owned by Rowan County, which purchases water as a consecutive system, from Salisbury-Rowan Utilities (SRU) to serve a population of 471. Buildings in the NEWS were historically supplied by private groundwater wells until the County began distributing water to customers in the area in 2018. Expanding the public water system to this area triggered requirements for lead and copper tap sampling in accordance with the Lead and Copper Rule (LCR). The first monitoring period occurred between July and December 2018, and the results of tap sampling at 10 homes showed an exceedance of the lead Action Level of 15 parts per billion (ppb) at the 90th percentile. Additionally, each period through the end of 2020 also exceeded the Action Level.

Following the Action Level exceedance, NCDEQ issued a designation for corrosion control treatment for the NEWS on June 12, 2019. On February 5, 2020, NCDEQ modified its treatment designation for NEWS to include the following requirements:

- Maintain a pH range of 7.2 to 7.8 at the POE and within the distribution system; and
- Add orthophosphate to maintain a residual of 1.0 mg/L to 3.0 mg/L as PO<sub>4</sub> in the distribution system

According to the LCR, the County was required to provide corrosion control treatment by June 12, 2021.

To identify the recommended corrosion control treatment, Hazen assisted the County in conducting a corrosion control evaluation that included targeted field sampling, plumbing assessments, a system-wide voluntary sampling program, bench-scale corrosion control testing, and water quality data analysis. The County took proactive steps to protect the users of the NEWS system by distributing point-of-use filters to all customers and educated the citizens on ways to minimize lead exposure.



As a result, the following conclusions were issued by Hazen in a final report.

- The primary source of lead release is copper pipe with leaded solder in private building plumbing within the NEWS system.
- In the systemwide voluntary sampling program conducted by the County, the majority of sampled sites in NEWS have lead levels below the Action Level, and elevated lead levels were detected in a minority of sampling sites. Including historical compliance and voluntary sampling results, a total of 9 homes in NEWS with lead concentrations above 15 ppb have been detected out of 116 sites tested, and two additional homes were identified above the 10 ppb level.
- NEWS receives water with variable pH and orthophosphate levels that are often within the optimal ranges according to USEPA corrosion control guidance. The naturally low alkalinity of the source water likely contributes to pH variability in the distribution system.
- In bench-scale tests, treated surface water with the blended phosphate corrosion inhibitor resulted in higher lead release from lead solder than the private groundwater source. By contrast, treated surface water resulted in lower lead release from brass and lower copper release than groundwater in bench-scale tests.
- Zinc orthophosphate decreased lead release from leaded solder in bench-scale tests compared to the blended phosphate corrosion inhibitor.

Based on these conclusions, Hazen recommended that SRU gradually transition their corrosion inhibitor to zinc orthophosphate and maintain a minimum concentration of 1.0 mg/L as PO<sub>4</sub> to meet the NCDEQ treatment designation and adjust the finished water pH to maintain an approximate 7.4 level at the NEWS point of entry. These changes were implemented by SRU to meet the June 12, 2021 compliance deadline.

Additionally, the Chemical Booster Pump Station at the NEWS point of entry was recommended to ensure the minimum designated orthophosphate concentration is maintained and pH range is met.

As a secondary strategy, the County is also considering replacement of residential water plumbing at homes with elevated lead levels in tap samples and proposes to complete this project by hiring prequalified plumbing contractors, allowing the county to complete this project in a timely manner. By changing out the plumbing of all homes with elevated levels, the County would virtually eliminate the potential for Lead and Copper exposure amongst the customers, as well as any potential for non-compliance.

## *Scope of Services*

### Task 1. Identification and Initial Contact

Hazen will contact the properties identified in the previous sampling programs to notify them of the County's intent to offer replacement of the water system plumbing in their homes. In addition, Hazen will coordinate with the County to contact the remaining homes yet to be sampled to define the County's intent to replace problem plumbing in homes to solicit a voluntary sample of their water. Should a home meet the criteria identified by the County for replacement, such as 10 ppb, the home will be added to the list of the potential locations to be included in the plumbing replacement program.

### Task 2. Initial Site Visits, Prioritization, and Risk Mitigation Strategies

Initial Site Visit: Hazen will visit with the property owners onsite to complete the following tasks:

- Survey of the property to positively identify the source of the lead (pipe, solder, fixture, etc.)
- Educate the property owner on the risk of lead sources in the home by providing an educational flyer or brochure and solicit approval for the County to consider plumbing replacement.
- High level overview to assess the condition of the water supply plumbing, accessibility for replacement, and initial assessment of risk in performing the work.

Prioritization: Hazen will use factors such as lead concentration, accessibility, current condition of plumbing and other information gathered in previous tasks to prioritize the candidates for replacement when preparing the bid packages for the contractors.

Risk Mitigation Strategies: Hazen will work with the County Attorney, the Building Inspections group and other County representatives in a workshop to consider and plan for the inherent risk assumed by the County when completing projects on private property. Hazen cannot provide legal advice to this team, but we will work with the County to coordinate this activity and facilitate discussion based on our previous experience in similar projects.

Project Procurement Format: Work with the County to develop the project manual and procurement format. To meet Uniform Guidance to be eligible for funding, the project must be a fixed price, such as a unit price, not to exceed contract. Unit Prices may be preferred so unexpected changes in conditions on private property can be addressed quickly by the contractor to minimize impacts to the local residents.

### Task 3. Prequalification of Plumbers

Hazen will prepare a Request for Qualifications (RFQ) from local residential plumbers to complete a pre-qualification task for bidding on the proposed replacements. Hazen will prepare scoring sheets for the County and review these packages once submitted, providing the assessments to the County for final selection and approval by the Board. Prequalification packages will be assembled per the regulations in the North Carolina procurement laws.

We suggest hosting a pre-qualification meeting with local contractors to describe the project and the intentions of the County so that local contractors in the community are familiar with the project team and the goals of the project.

#### Task 4. Coordinate Pre-Bid Site Visits

Hazen will coordinate pre-bid site visits with the prequalified contractors at the properties meeting the criteria eligible for replacement to allow the contractors to assess the property and provide their costs for replacement.

#### Task 5. Bid Package Preparation

Hazen proposes to provide bid packages for each location with the following information at a minimum:

- Address of the home
- Approximate square footage
- Number of bathrooms, fixtures, hose bibbs, etc.
- Description of existing piping material, condition, and accessibility (crawl space or slab, wall and finish, type of structure, etc.)
- Approved list of acceptable replacement materials
- Identification of applicable residential plumbing codes
- Preparation of the bid form to provide equitable comparison between cost proposals for contractors.

Hazen will exclude not certify nor sign or seal the designs required for this project. Residential plumbing is not our expertise and is not industry standard for this type of work.

#### Task 6. Contract Execution

Assist as needed with contract execution between the County and the contractors.

#### Task 7. Construction Coordination and Administration

Hazen will assist the County in the following:

- Approval of contractor payment applications
- Visit with property owners and the plumbing contractor to complete the final walk through and receive sign-off from the homeowner.

- Work with the County's permitting and inspections group to confirm work was completed to applicable codes
- Contract Closeout Procedures

## Task 8. Sampling Support after Replacement

Once the plumbing replacement is complete, Hazen will coordinate Lead and Copper sampling events at these locations to be completed by Salisbury-Rowan Utilities or through a local lab, at additional cost to the County, to confirm plumbing replacement is effective and meets the requirements of the State. All costs for sampling activities will be invoiced to the County as a reimbursable expense with no markup.

### *Exclusions*

Hazen excludes the following items from this scope:

- Certification of any design in the residential plumbing, permitting, installation, inspections and warranty to the work performed by the contractor, for the individual plumbing replacement design in homes.

For these tasks, compensation to Hazen and Sawyer shall not exceed \$95,000 without prior authorization from Rowan County.

**Table 1: Hourly Rates**

Billing at the following hourly rates:

\$265.00 per hour for Vice Presidents  
\$214.00 per hour for Associate Vice Presidents  
\$209.00 per hour for Senior Associates  
\$178.00 per hour for Associates  
\$148.00 per hour for Senior Principal Engineers and Senior Field Coordinators  
\$133.00 per hour for Principal Engineers  
\$118.00 per hour for Assistant Engineers  
\$75.00 per hour for Administrators, Technical Editor or Intern

**Table 2: Estimated Hours and Fees**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Identification and Initial Contact	\$10,000
2	Initial Site Visits, Prioritization, and Risk Mitigation Strategies	\$15,000
3	Prequalification of Plumbers	\$15,000
4	Coordinate Pre-Bid Site Visits	\$15,000
5	Bid Package Preparation	\$10,000
6	Contract Execution	\$20,000
7	Construction Coordination and Administration	
8	Sampling Support after Replacement	\$5,000
<i>Other Direct Costs (Mileage, lab costs, etc.)</i>		\$5,000
<b>Totals</b>		<b>\$95,000</b>

The amounts included in Table 2 for individual tasks are to provide details for our estimate, however, we reserve the right to adjust the individual task budgets as necessary to complete the project, such that the entire project shall not exceed the proposed total.

We appreciate the opportunity to serve Rowan County. Please do not hesitate to call me if you have any questions regarding this proposal for the scope of work.

Sincerely,

Aaron D. Babson, PE  
Senior Associate

cc:

Accepted by: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Between

**Rowan County**

And

**Hazen and Sawyer**

FOR

**Agreement for the Northeast  
Rowan County Water System  
Plumbing Replacement  
Contract Manager**

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**OWNER:** [Rowan County, North Carolina]

**PROJECT:** [Northeast Rowan County Water System Program for Replacement of Residential Plumbing]

**AGREEMENT BETWEEN Rowan County, North Carolina AND Hazen  
and Sawyer FOR PROFESSIONAL SERVICES**

This Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is made and entered into between

Rowan County (Owner, hereinafter "**OWNER**")

130 W Innes Street,  
Salisbury, NC 28144

and

Hazen and Sawyer (hereinafter "**ENGINEER**")

620 Green Valley Rd, Suite 101  
Greensboro, NC 27408.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

Coordination and planning for the replacement of private plumbing within the NEWS system, see attached scope of services proposal (hereinafter "**PROJECT**"); and

WHEREAS, **OWNER** requests **ENGINEER's** services in connection with the **PROJECT**;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

**Art. 1 THE AGREEMENT DOCUMENTS**

- 1.1 Included Documents. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.
- 1.2 Entire Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.3 Modification. **Unless otherwise provided for herein**, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.



## Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

2.1 OWNER Responsibilities. In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:

- a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.
- b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- c) Following **ENGINEER's** assessment of initially-available **PROJECT** data and upon **ENGINEER's** request, provide or make available such additional **PROJECT** related information and data as is reasonably required to enable **ENGINEER** to complete its services. Such additional information or data includes the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
  6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.
- d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of performance of **ENGINEER** services, or any defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.
- e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services

under the Agreement.

- f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

### **Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT**

- 3.1 Commencement. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either:  
(1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.
- 3.2 Time for Completion. **ENGINEER** shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Schedules A and/or B. If, through no fault of **ENGINEER**, such periods of time or dates are changed, or the orderly and continuous progress of **ENGINEER's** services is impaired, or **ENGINEER's** services are delayed or suspended, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. If **OWNER** authorizes changes in the scope, extent, or character of the **PROJECT**, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. **OWNER** shall make decisions and carry out its other responsibilities in a timely manner so as not to delay **ENGINEER's** performance of its services.

### **Art. 4. PAYMENT AND BILLING**

- 4.1 Payment Amount(s). As compensation for the services to be performed by **ENGINEER**, **OWNER** shall pay **ENGINEER** the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. **OWNER** agrees only to be liable for payment to **ENGINEER** for **ENGINEER's** proper performance of services, as provided for in Schedule B.
- 4.2 Invoicing and Documentation. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon **ENGINEER's** satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER's** invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER**, at a minimum, shall:
  - a) accurately describe the services rendered during the invoice period;
  - b) identify any other authorized expenses incurred hereunder; and
  - c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.

All invoices and billing documentation shall be sent to **OWNER** at the following address:

Rowan County Attention: Aaron Church, County Manager  
130 W Innes Street Salisbury, NC 28144

- 4.3 Failure to Pay. If **OWNER** fails to make any payment due to **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER's** invoice, then:
- a) amounts due to **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day; and
  - b) **ENGINEER** may, after giving seven days written notice to **OWNER**, suspend services under this Agreement until **OWNER** has paid in full all amounts due for services, expenses, and other related charges. **OWNER** waives any and all claims against **ENGINEER** for any such suspension.
- 4.4 Disputed Invoices. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- 4.5 Legislative Actions. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER's** services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.
- 4.6 Opinions of Probable Construction Cost. **ENGINEER's** opinions of probable construction cost are to be made on the basis of **ENGINEER's** experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because **ENGINEER** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **ENGINEER** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by **ENGINEER**. If **OWNER** requires greater assurance as to probable construction cost, **OWNER** must employ an independent cost estimator.
- 4.7 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

## **Art. 5. DATA AND INFORMATION**

- 5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall not rely in any way on any document unless it is in printed form, signed or sealed by **ENGINEER** or one of its consultants.
- 5.2 **OWNER** may make and retain copies of documents for information and reference in connection with use on the **PROJECT** by **OWNER**. **ENGINEER** grants **OWNER** a limited license to use the documents on the **PROJECT**, extensions of the **PROJECT**, and for related uses of the **OWNER**, subject to receipt by **ENGINEER** of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) **OWNER** acknowledges that such documents are not intended or represented to be suitable for use on the **PROJECT** unless completed by **ENGINEER**, or for use or reuse by **OWNER** or others on extensions of the **PROJECT**, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **OWNER** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**; and (4) such limited license to **OWNER** shall not create any rights in third parties.
- 5.3 If **ENGINEER** at **OWNER's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the **PROJECT** or for any other purpose, then **OWNER** shall compensate **ENGINEER** at rates or in an amount to be agreed upon by **OWNER** and **ENGINEER**.

## **Art. 6. SUBCONTRACTING**

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. In the event **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

## **Art. 7. CONFLICTS OF INTEREST**

- 7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise

of judgment related to its performance under this Agreement.

- 7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.3 In the event **ENGINEER** is permitted to utilize subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

#### Art. 8. **SUSPENSION OF SERVICES**

- 8.1 By OWNER. **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER**. The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.
- 8.2 By ENGINEER. **ENGINEER** may suspend, delay, or interrupt its services, or any portion thereof, for a period of 60 days upon 7 days written notice to **OWNER** for nonpayment.

#### Art. 9. **TERMINATION**

- 9.1 Termination for Cause by Either Party. Either party may terminate this Agreement at any time for cause by giving the other party **seven days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **seven day** period.
- 9.2 Termination for Cause by ENGINEER. Upon seven days written notice if **OWNER** demands that **ENGINEER** furnish or perform services contrary to **ENGINEER**'s responsibilities as a licensed professional; or upon seven days written notice if **ENGINEER**'s services for the **PROJECT** are delayed or suspended for more than 60 days for reasons beyond **ENGINEER**'s control, **ENGINEER** may terminate this Agreement. **ENGINEER** shall have no liability to **OWNER** on account of such termination.
- 9.3 Termination for Convenience. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.

- 9.4 Payments Upon Termination. In the event of any termination, **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. In the event of termination by **OWNER** for convenience or by **ENGINEER** for cause, **ENGINEER** shall be entitled, in addition to invoice **OWNER** and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with **ENGINEER's** subcontractors or consultants, and other related close-out costs.

#### **Art. 10. CHANGES IN THE SERVICES**

- 10.1 Written Change Order. **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.
- 10.2 Equitable Adjustment. If such changes cause an increase or decrease in **ENGINEER's** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. **ENGINEER** shall submit such claim in writing within **30 days** of receipt of said written order.

#### **Art. 11. NOTICES**

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

**OWNER** if mailed by certified or registered mail, postage prepaid to:

Rowan County  
Attention: Aaron Church  
130 W Innes Street  
Salisbury, NC 28144;

or

**ENGINEER** if mailed by certified or registered mail, postage prepaid to:

Hazen and Sawyer  
Attention: Aaron Babson, PE  
620 Green Valley Road, Suite 101  
Greensboro, NC 27408.

**Art. 12. CLAIMS AND DISPUTES**

- 12.1 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state of North Carolina. Claims, disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the court of competent jurisdiction in Rowan County.
- 12.2 Dispute Resolution Procedure. **OWNER** and **ENGINEER** each hereby waives any rights it may have to a trial by jury of any such litigation. Further, any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.
- 12.3 Neither **OWNER** nor **ENGINEER** shall be liable to the other for any special, incidental, indirect or consequential damages whatsoever arising out of or relating in any way to this Agreement.

**Art. 13. INSURANCE**

- 13.1 ENGINEER Coverage. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.
- 13.2. Minimum Coverage of ENGINEER. **ENGINEER** shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:
- (a) Worker's Compensation & Disability Insurance as required by all applicable state and federal laws.
  - (b) Employer's Liability with limits of **\$500,000** each accident, **\$500,000** Disease (each employee) and **\$500,000** Disease (policy limit).
  - (c) Comprehensive General Liability with minimum limits of **\$1,000,000** per occurrence and **\$1,000,000** in the aggregate.
  - (d) Professional Liability with limits of not less than **\$1,000,000**, per claim and **\$1,000,000** in the aggregate, insuring the professional liability of **ENGINEER**.
  - (e) Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **\$1,000,000** combined single limit.
  - (f) Other Insurance Coverage Requirements:  

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- 13.3 Certificates of Insurance. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above.

Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.

- 13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.
- 13.5 Cancellation, Renewal or Modification. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.
- 13.6 Failure to Maintain Insurance. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

#### **Art. 14. INDEMNIFICATION**

- 14.1 Indemnification by ENGINEER. To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **OWNER**, and its officers and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, reasonable attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **ENGINEER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.2 Indemnification by OWNER. **OWNER** shall indemnify and hold harmless **ENGINEER** and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **OWNER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.3 Environmental Indemnification. To the fullest extent permitted by law, **OWNER** shall indemnify and hold harmless **ENGINEER**, and its shareholders, directors, officers, agents and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of **ENGINEER**, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from an environmental concern at, on, or under the site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to the injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate **OWNER** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.



- 14.4 Mutual Waiver. To the fullest extent permitted by law, **OWNER** and **ENGINEER** waive against each other, and the other's shareholders, directors, officers, agents and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **PROJECT**.
- 14.5 This Article 14, Indemnification, shall survive the termination of this Agreement.
- 14.6 Both parties acknowledge and agree that the foregoing obligations are specific considerations for this Agreement and without such duties and obligations neither party would enter this Agreement.

#### **Art. 15. PERFORMANCE STANDARDS**

- 15.1 Standard of Care. **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER's** services.
- 15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, **ENGINEER** and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.
- 15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.
- 15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

**Art. 16. RECORDS**

- 16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.
- 16.2 **ENGINEER** shall grant access to such records until the expiration of **three years** after final payment under this Agreement.

**Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS**

- 17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.
- 17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until the expiration of **three years** after final payment under this Agreement.

**Art. 18. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and **ENGINEER's** officers, directors, members, partners, agents, employees, and Consultants, to **OWNER** and anyone claiming by, through, or under **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the **PROJECT** or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** or **ENGINEER's** officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by **ENGINEER** under this Agreement.

**Art. 19. SUCCESSORS AND ASSIGNEES**

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

**Art. 20. MUTUAL WAIVER OF BREACH AND MATERIALITY**

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and **ENGINEER** agree that each requirement, duty, and obligation set forth herein is

substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

**Art. 21. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS**

- 21.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.
- 21.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 21.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 21.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

**Art. 22. SEVERANCE**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement

based upon this provision shall be made within **seven days** after the finding by the court becomes final.

**Art. 23. JOINT PREPARATION**

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**Art. 24. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

**Art. 25. PROJECT SPECIFIC TERMS**

The following additional **PROJECT** specific terms and conditions are:

None.

**Art. 26. COUNTERPARTS**

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

**Art. 27. APPROVAL**

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and is made effective the day and year first above written.

**Rowan County, NC**

**HAZEN AND SAWYER**

By: \_\_\_\_\_

Print Name of Person Signing      Date  
Title of Person Signing

By: \_\_\_\_\_

Aaron D. Babson      Date  
Senior Associate

02/18/2022

Witnessed By: \_\_\_\_\_

Print Name of Person Signing      Date  
Title of Person Signing

Name      Date  
Title

**SCHEDULE A**

**SCOPE OF SERVICES**

**Rowan County, North Carolina**

**Agreement for the Northeast Rowan County Water System Plumbing  
Replacement Contract Manager**

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

See attached scope of services

**TIME OF COMPLETION**

Hazen will start work at notice to proceed.

DRAFT

**SCHEDULE B**  
**COMPENSATION**

**Rowan County, North Carolina**

**Agreement for the Northeast Rowan County Water System Plumbing  
Replacement Contract Manager**

**OWNER** shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Compensation shall be on a not-to-exceed basis.

<b>TASK NAME</b>		<b>AMOUNT</b>
1	Identification and Initial Contact	\$10,000
2	Initial Site Visits, Prioritization, and Risk Mitigation Strategies	\$15,000
3	Prequalification of Plumbers	\$15,000
4	Coordinate Pre-Bid Site Visits	\$15,000
5	Bid Package Preparation	\$10,000
6	Contract Execution	\$20,000
7	Construction Coordination and Administration	
8	Sampling Support after Replacement	\$5,000
	<i>Other Direct Costs (Mileage, lab costs, etc.)</i>	\$5,000
<b>TOTAL</b>		<b>\$95,000</b>

**Table 1: Hourly Rates**

Billing at the following hourly rates:

\$265.00 per hour for Vice Presidents  
\$214.00 per hour for Associate Vice Presidents  
\$209.00 per hour for Senior Associates  
\$178.00 per hour for Associates  
\$148.00 per hour for Senior Principal Engineers and Senior Field Coordinators  
\$133.00 per hour for Principal Engineers  
\$118.00 per hour for Assistant Engineers  
\$75.00 per hour for Administrators, Technical Editor or Intern



NORTH CAROLINA

*Be an original.*

TO: Board of Commissioners  
FROM: Aaron Church  
DATE: February 21, 2022  
SUBJECT: Kannapolis City Schools

---

Attached to this agenda item is a memorandum from the Kannapolis City Schools. If the grant is awarded this will require a 15% match which is approximately \$7,500,000.

BOARD ACTION: Authorize the Chairman to the Board of Commissioners and / or Finance Officer to sign the 2021-22 Needs-Based Public Schools Capital Fund grant application in the amount of \$50,000,000 for renovations at A.L. Brown High School. Authorize the appropriate county official to confirm that the County has the capacity to match the grant up to \$7,500,000 if the grant is awarded and accepted.





## Kannapolis City Schools

100 DENVER STREET  
KANNAPOLIS, NC 28083

Kevin Garay  
Superintendent  
kevin.garay@kcs.k12.nc.us

704-938-1131 FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

To: Aaron Church, County Manager  
James Howden, Finance Director

From: Kevin Garay, Superintendent  
Will Crabtree, Director of Business Operations

Re: Request for Funding of A.L. Brown Renovation and Addition

Date: February 21, 2022

Over the course of the last year, Kannapolis City Schools (KCS) authorized that an A.L. Brown High School campus study be completed by Little Architecture (Charlotte, NC), resulting in the development of a master plan for the high school. During the last several months, A.L. Brown and KCS staff worked with Little to prioritize improvements (and review costs) that are part of the master plan. The master plan addresses two primary areas of improvement: renovations of the original main building and gym (all between 60-70 years old) and additional commons area and classroom space to absorb current and projected enrollment growth. After a unanimous endorsement by the KCS Board of Education during the February 2022 meeting, KCS respectfully requests for Rowan County to apply for the North Carolina Department of Public Instruction (DPI) 2021-22 Needs-Based Public School Capital Fund. This state fund provides up to \$50 million in renovations for an existing high school. Thus, the application would be for \$50 million for renovations and additions at A.L. Brown High School. As noted on the attached cost summary sheet, the majority of the cost involves the renovation of the 1952 and 1956 (original) A.L. Brown High School buildings, renovations to the 1958 Bullock Gymnasium, and the construction of a new multi-use building that would house a new cafeteria, administration offices and approximately 20 classrooms.

Based upon the NC DPI formula for low-wealth funding for capital grants, the local match that would be required is 15% (\$7,500,000) for Rowan County. Please note, it is our understanding that, if awarded, Rowan County would have the option to not accept the grant and KCS would have no recourse toward Rowan County thereof. Further, it is also our understanding that Cabarrus County has interest in a partnership with Rowan County on funding this request; this agreement would be based upon the percentage of A.L. Brown High School students residing in the two counties (75%-Cabarrus, 25% Rowan). **Please note that the Priority #1 column on the attached document is the column that summarizes this funding request.** Thank you very much the consideration of our request.

## PROJECTS & ORDER OF MAGNITUDE COST PROJECTIONS

PROJECTS			PRIORITY 1	
			CONST COST	SOFT COST
BUILDINGS			18% of Const.	
A	1952 Classroom Building	69,427 \$ 275	\$ 19,092,425	\$ 3,436,637
B	1956 Classroom Building	15,105 \$ 225	\$ 3,398,625	\$ 611,753
C	1996 Building	8,778 \$ 175	\$ T	\$ T
D	STEM Building	8,126 \$ 150	\$ T	\$ T
E	CTE / Msuic / Art / EC Building	9,150 \$ 175	\$ 1,601,250	\$ 288,225
F	Bullock Gym	23,962 \$ 175	\$ 4,193,350	\$ 754,803
G	Admin / Classroom / Dining (proposed)	50,400 \$ 350	\$ 17,640,000	\$ 3,175,200
H	Stadium Bleacher Expansion		\$ T	\$ T
I	Field House	5,000 \$ 300	\$ T	\$ T
J	Press Box	2,000 \$ 300	\$ 600,000	\$ 108,000
K	Concessions & Restrooms	2,500 \$ 300	\$ T	\$ T
SITE FEATURES				
A	Courtyard Renovations		\$ T	\$ T
B	Courtyard Enclosure/Security		\$ 500,000	\$ 90,000
C	North Rose Avenue Parking		\$ 2,000,000	\$ 360,000
D	Denver Street Parking		\$ T	\$ T
E	ADA Access to Bullock Gym		\$ T	\$ T
F	ADA access to Stadium Venues		\$ T	\$ T
G	ADA Access to Baseball Venue		\$ 250,000	\$ 45,000
H	Screen Maintenance Area		\$ T	\$ T
CLASSROOM SWING/MODULARS				
A	Modular Classrooms		\$ 1,500,000	\$ 270,000
Subtotal		194,448	\$ 50,775,650	\$ 9,139,617
Subtotal (hard costs + soft costs)				\$ 59,915,267
10% Contingency			\$ 5,077,565	\$ 913,962
TOTAL COST, CONSTRUCTION & SOFT COST			\$ 55,853,215	\$ 10,053,579
TOTAL ORDER OF MAGNITUDE COST PROJECTION			\$ 65,906,794	
TOTAL ORDER OF MAGNITUDE COST PROJECTION T ALL PHASES				

**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:** Alyssa Harris, Public Health Director  
**DATE:** 02/22/2022  
**SUBJECT:** Bi-Weekly Environmental Health Report

---

Please see the attached Environmental Health documentation

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Bi-weekly Commissioner Reporting Chart_022222	2/22/2022	Backup Material
Bi-weekly Commissioner Reporting Graphs_022222	2/22/2022	Backup Material

ONSITE WASTEWATER REPORT												
	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Aug-21	52	39	228	44	33	44	8	9	44	30	6	1 week 4 days
Sep-21	43	59	169	59	24	59	5	1	36	30	3	2 weeks 2 days
Oct-21	34	52	213	57	60	57	3	5	41	46	6	2 weeks 3 days
Nov-21	36	35	206	56	34	56	6	7	35	37	5	2 weeks 3 days
Dec-21	28	43	154	72	34	72	3	2	35	35	9	3 Week 4 days
Jan-22	62	48	207	78	57	78	8	7	20	24	6	1 week 3 days
Total	600	574	2857	871	651	871	80	91	565	499	153	

BI-WEEKLY ONSITE WASTEWATER REPORT												
	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Oct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks

Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr. 19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Aug 9 - Aug 20	24	15	82	15	19	15	1	1	13	11	3	2 weeks
Aug 23 - Sept 3	19	31	91	25	9	25	4	6	23	13	2	2 weeks
Sept 6 - Sept 17	17	20	72	17	14	17	2	1	21	14	1	1 week 3 days
Sept 20 - Oct 1	22	28	80	36	6	36	2	0	12	14	1	2 weeks 2 days
Oct 4 - Oct 15	22	20	96	27	23	27	0	1	25	16	3	1 week 5 days
Oct 18 - Oct 29	10	31	112	28	36	28	3	4	14	29	3	2 weeks 3 days
Nov 1 - Nov 12	22	13	107	21	15	21	2	3	12	18	1	2 weeks 4 days
Nov 15 - Nov 26	9	18	88	24	20	24	3	4	23	15	3	2 weeks
Nov 29 - Dec 10	13	21	73	42	12	42	2	1	11	18	3	3 weeks 2 days
Dec 13 - Dec 24	14	18	64	23	22	23	2	1	20	14	5	3 weeks 2 days
Dec 27 - Jan 7	16	30	65	38	17	38	2	3	5	13	2	3 weeks 2 days
Jan 10 - Jan 21	29	17	66	36	31	36	2	4	14	14	5	4 weeks 3 days
Jan 24 - Feb 4	25	15	121	33	35	33	4	1	17	8	1	2 weeks 2 days
Feb 7 - Feb 18	25	20	127	34	14	34	4	3	15	17	0	1 week 4 days
Total	637	625	3012	942	698	937	82	79	594	537	149	

FOOD & LODGING REPORT				
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Mar-21	117	91	5.83	7.08
Apr-21	114	89	5.71	7.08
May-21	109	86	5.51	7.08

Jun-21	112	93	6.04	7.08
Jul-21	83	67	4.33	7.08
Aug-21	111	100	6.49	7.08
Sep-21	126	105	6.77	7.08
Oct-21	195	130	8.4	7.08
Nov-21	147	120	7.71	7.08
Dec-21	146	120	7.76	7.08
Jan-22	118	101	6.49	7.08
Total	2087	1643	106.3	134.52

Required Inspections: 1553

Number of Establishments: 675

BI-WEEKLY FOOD & LODGING REPORT				
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
<b>DATE RANGE</b>				
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	2.58	3.27
Dec. 21 - Jan. 1	9	2	0.13	3.27
Jan. 4 - Jan. 15	41	28	1.84	3.27
Jan. 18 - Feb. 5	95	59	3.84	3.27
Feb. 8 - Feb. 19	58	44	2.84	3.27
Feb. 22 - Mar. 5	48	41	2.65	3.27
Mar. 8 - Mar. 19	30	25	1.61	3.27
Mar. 22 - Apr. 2	59	46	2.94	3.27
Apr. 5 - Apr. 16	52	38	2.43	3.27
Apr. 19 - Apr. 30	49	42	2.70	3.27
May 3 - May 14	46	37	2.37	3.27
May 17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
June 14 - June 25	47	38	2.45	3.27
June 28 - July 9	33	28	1.82	3.27
July 12 - July 23	38	31	2.01	3.27
July 26 - Aug 6	46	42	2.71	3.27
Aug 9 - Aug 20	22	21	1.36	3.27
Aug 23 - Sept 3	52	44	2.84	3.27
Sept 6 - Sept 17	47	44	2.86	3.27
Sept 20 - Oct 1	50	36	2.32	3.27
Oct 4 - Oct 15	80	70	4.52	3.27

Oct 18 - Oct 29	72	58	3.75	3.27
Nov 1 - Nov 12	68	51	3.28	3.27
Nov 15 - Nov 26	55	50	3.21	3.27
Nov 29 - Dec 10	71	62	3.97	3.27
Dec 13 - Dec 24	64	52	3.35	3.27
Dec 27 - Jan 7	39	30	1.94	3.27
Jan 10 - Jan 21	51	41	2.64	3.27
Jan 24 - Feb 4	58	54	3.47	3.27
Feb 7 - Feb 18	63	55	3.54	3.27

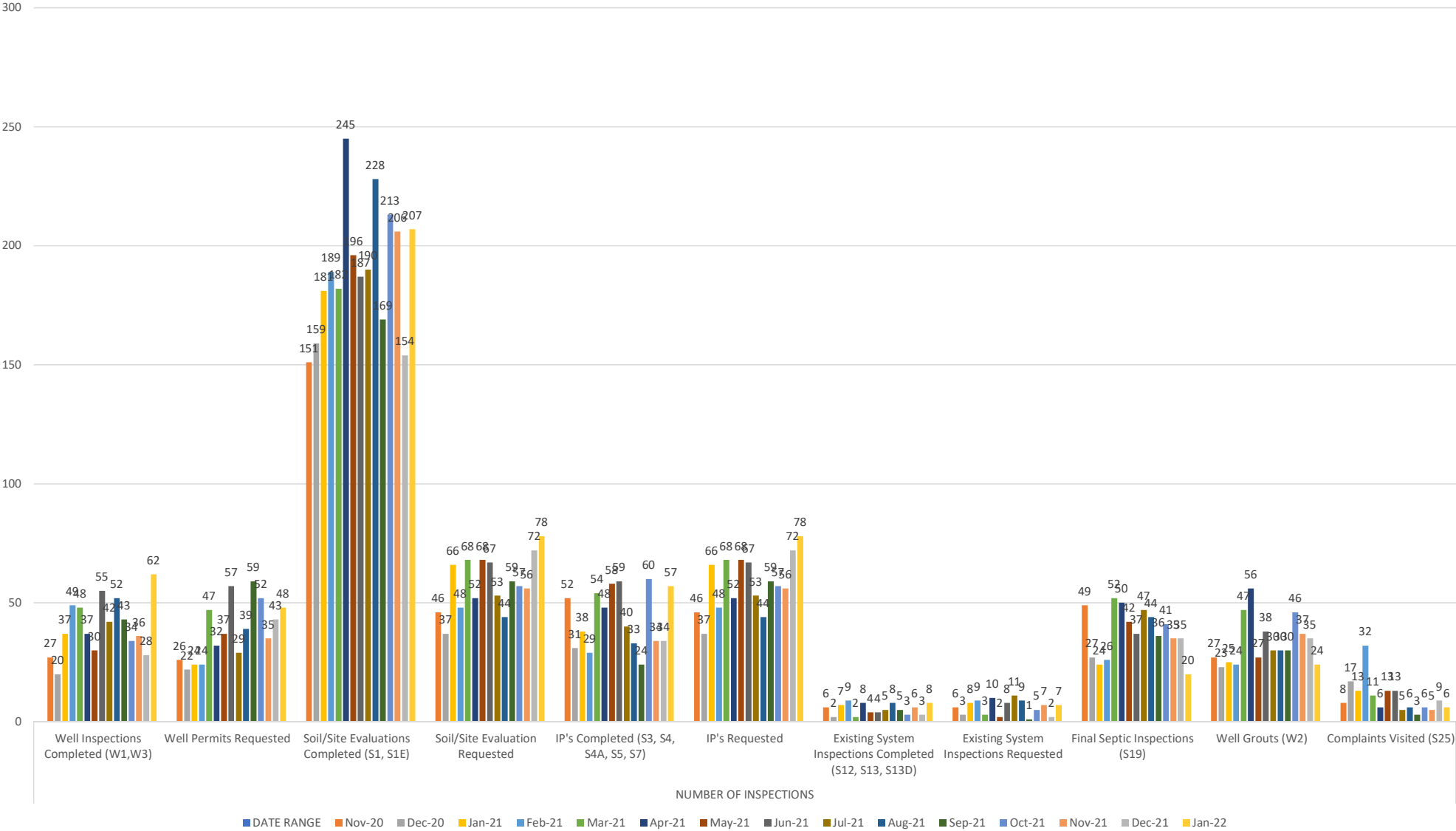
Total	1685	1356	87.62	111.18
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\*Aug 9 - Aug 20 all three F&L Staff out at varying times

\*Sept 27 - Oct 1 is missing data for 1 inspector due to software malfunction

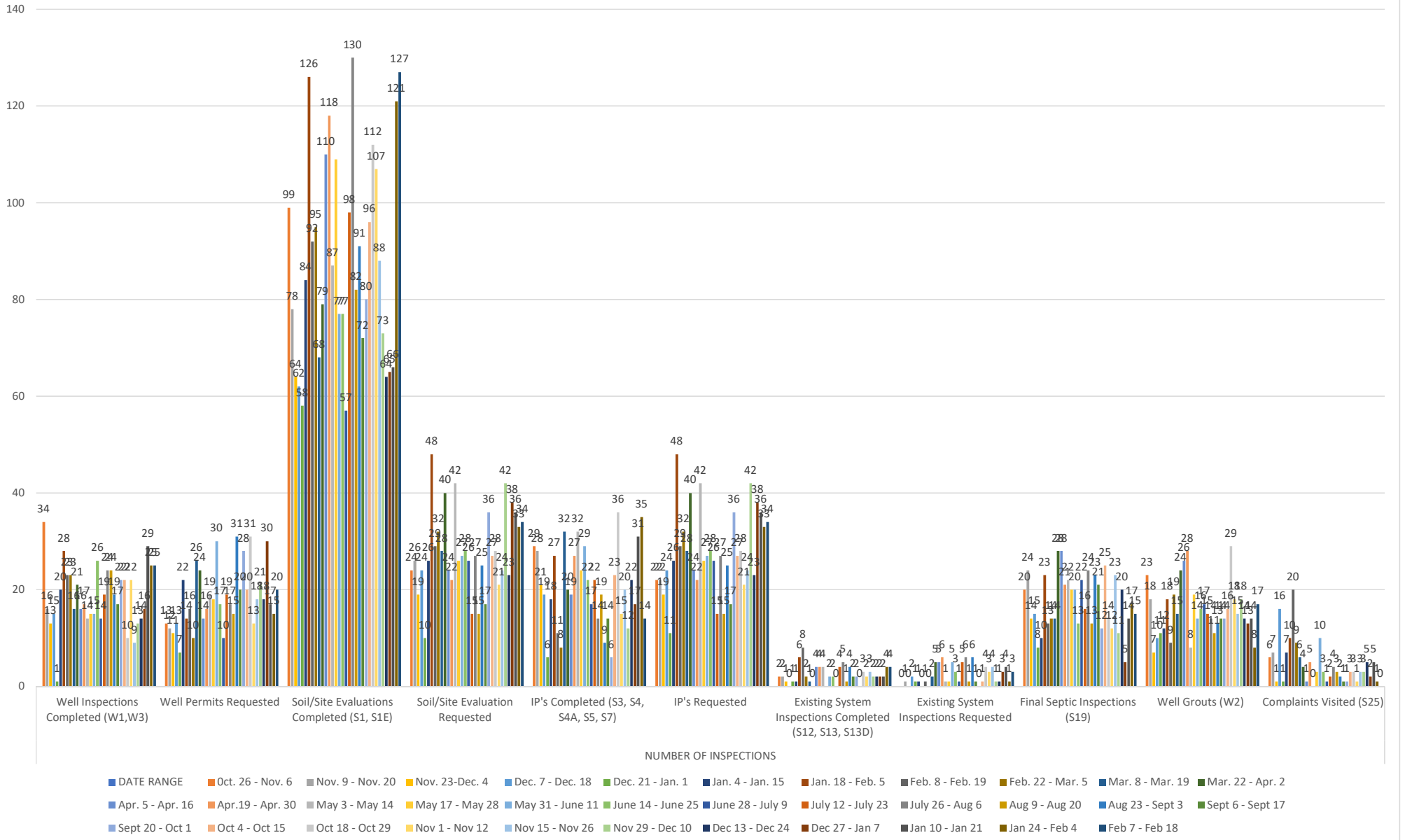
\*Thanksgiving Holiday Nov 25-26

Monthly Onsite Wastewater Report

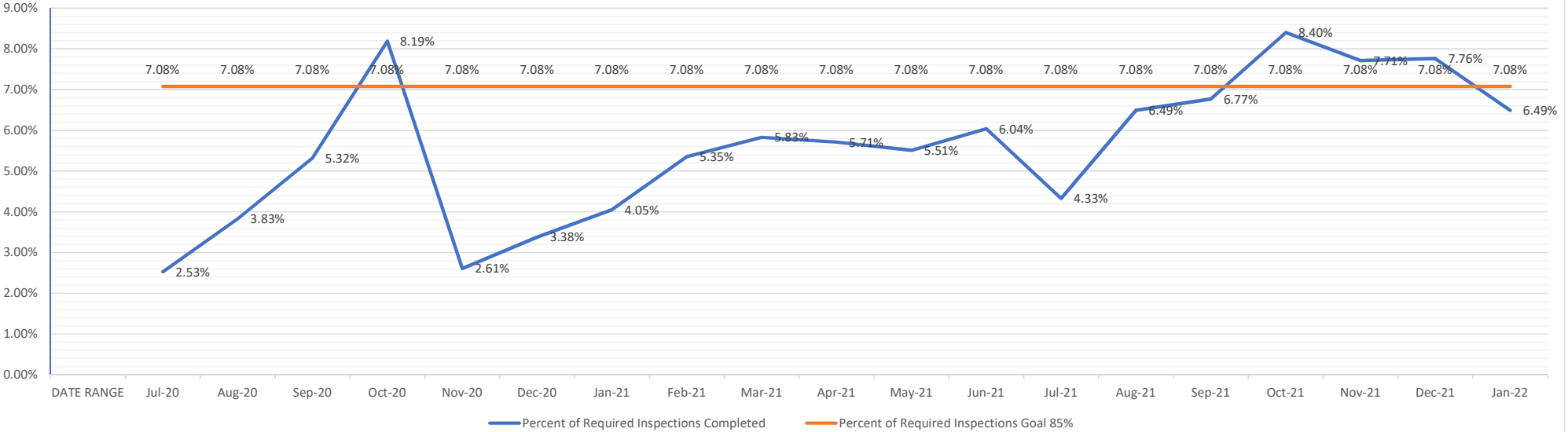




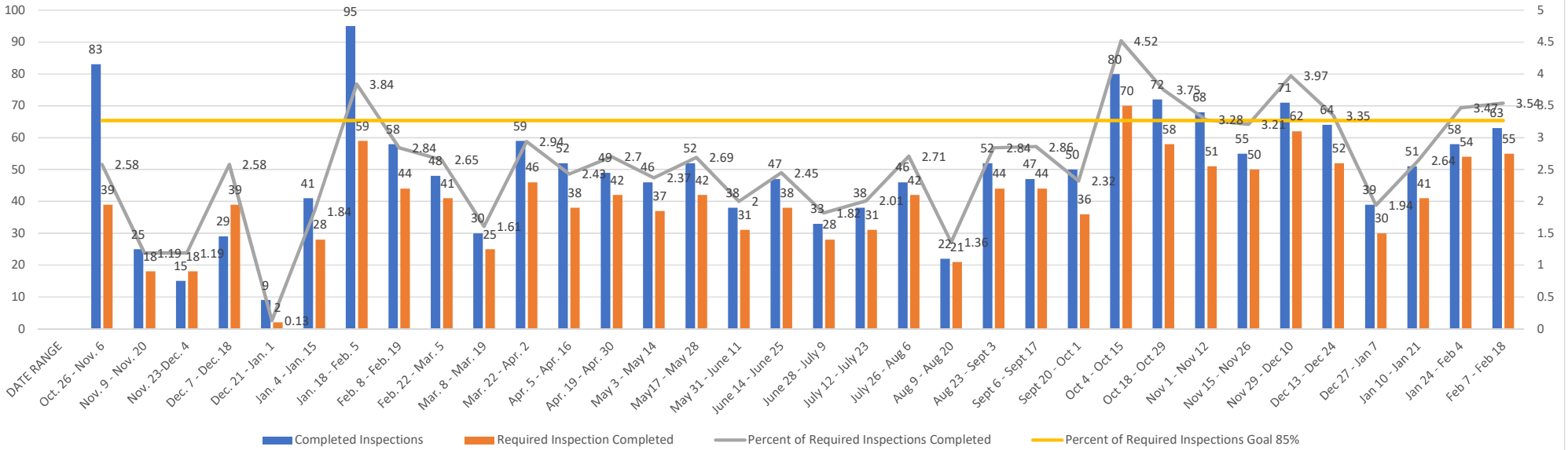
# BI-WEEKLY ONSITE WASTEWATER REPORT



Food & Lodging Inspections Percent Completed



BI-WEEKLY FOOD & LODGING INSPECTION REPORT



**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:** Jennifer Hubbard, Locke VFD Financial Administrator  
**DATE:** February 23, 2022  
**SUBJECT:** Locke Township VFD, Inc. Enforcer Pumper Truck Purchase

---

**ATTACHMENTS:**

**Description**

Letter

**Upload Date**

2/23/2022

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

March 7, 2022

Community Leasing Partners  
215 S. Seth Child Road  
Manhattan, KS 66502-3089

RE: Agreement with Locke Fire Department, Inc.

To Whom It May Concern:

I am Chairman of the Rowan County Board of Commissioners. This letter is to advise you that Locke Township Fire Department, Incorporated is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within Rowan County.

In addition, a special ad valorem fire tax is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire one (1) Pierce Enforcer Pumper Truck in an aggregate principal amount not to exceed \$735,093.00 and which will be located at the fire house of the Locke Township Fire Department, Incorporated. This approval does not in any way constitute any financial involvement or obligation of the County. Please be advised the County has no objection to this transaction.

Sincerely,

Gregory C. Edds, Chairman  
Board of Commissioners

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**

**MEMO TO COMMISSIONERS:**

**FROM:** Valerie Steele, Airport & Transit Director  
**DATE:** 2/23/2022  
**SUBJECT:** Rowan Transit System 5307 Direct Recipient Resolution

---

The FTA is changing to a direct recipient format for the Urbanized Area Formula 5307 grant funding. RTS is in the process of applying.

Adopt the resolution.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution 5307	2/23/2022	Exhibit

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



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180 • FAX 704-216-8195

### RESOLUTION

**AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

*WHEREAS*, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project; *and*

*WHEREAS*, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; *and*

*WHEREAS*, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

***NOW, THEREFORE, BE IT RESOLVED*** by the Rowan County Board of Commissioners:

1. That the County Manager is authorized to execute and file an application for federal assistance on behalf of Rowan County with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. (If the applicant is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, the resolution should state whether the applicant is the designated recipient as defined by 49 U.S.C. 5307(a)(2), or whether the applicant has received authority from the designated recipient to apply for Urbanized Area Formula Program assistance.)
2. That the County Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the County Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Rowan County.

This the 7<sup>th</sup> day of March, 2022.

\_\_\_\_\_  
Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Carolyn Barger, Clerk to the Board

Equal Opportunity Employer



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** February 25, 2022  
**SUBJECT:** Audit Performance Responses

---

LGC now requires a response to any performance indicators identified by our auditors and requires the Board Members' signatures showing that they were notified by the auditors and corrective measures are in place. Attached is the memo previously sent to the Board with added signature lines.

Finance is asking the Board Members to agree to sign the Performance Indicators Response memo.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Performance Indicator Response	2/25/2022	Cover Memo



## ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

[www.rowancountync.gov](http://www.rowancountync.gov)

James M. Howden, CPA | Finance Director

### MEMORANDUM

**TO:** Local Government Commission

**FROM:** James M. Howden, Rowan County Finance Director

**RE:** Response Performance Indicators

**DATE:** March 7, 2022

- 
- Statutory violation – excess of expenditures over appropriations

Reason: The payments on behalf of beneficiaries made in the Representative Payee Fund (DSS Fund) and the fines and forfeitures collected and remitted to Rowan County schools were previously reported in agency funds. Agency funds do not have revenue and expenses, only balance sheet accounts. As agency funds, these payments were not subject to the budgeting requirements of the N.C. General Statutes and were, therefore, not included in the County's budgeting process for FY 2021. At year end, counties were required to record entries to revenue and expenditure accounts to meet the implementation of GASB Statement No. 84 *Fiduciary Activities* requirements. We prepared these entries with our Auditors, but after yearend and without the ability to adjust the budgets to match.

Correction: These funds have been budgeted for in Fiscal Year 2022 and are now part of the budget process going forward.

- Audit submitted > 5 months after year end

Reason: The annual audit and financials should be submitted to the LGC by October 31<sup>st</sup> but no later than 5 months after year end, November 30<sup>th</sup>.

1. New personnel in Finance and new audit team from Martin Starnes
2. Delay in OPEB valuation reports being sent to and returned from our Actuary Vendor
3. Delay in tax schedules - ten-year history in new tax software



Correction: I believe that we can and should complete our audit process and submission of financials earlier than we have in the past. We will strive for a 'same calendar year' submission at the end of this fiscal year.

1. The Finance staff will have another year of experience under our belt. We also plan on closing our books sooner than previous years. Our auditors will also have another year working with us.
2. We'll work with the Department on getting necessary information to our actuary vendor on time.
3. The prior year's outstanding property tax reports have been fixed in new tax software and should not be an issue in the future.

Please let me know if you have any questions.

Thank You



James M. Howden  
Finance Director

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Chairman Gregory Edds

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Vice Chairman Jim Greene

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Commissioner Craig Pierce

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Commissioner Judy Klusman

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Commissioner Mike Caskey, Jr.

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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** February 25, 2022  
**SUBJECT:** Rufty-Holmes Senior Center

---

Please see attached memo from Nan Buehrer with Rufty-Holmes Senior Center regarding updated HCCBG funding plan for the remainder of FY2022.

Please approve the new Rufty-Holmes Senior Center funding plan and authorize the Chairman to sign on behalf of the Board.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Rufty-Holmes Memo	2/25/2022	Cover Memo

# RUFTY-HOLMES SENIOR CENTER

Serving Rowan County, NC Older Adults

www.ruftyholmes.org

1120 S. MLK Jr. Ave, Salisbury, NC

704-216-7715

February 17, 2022

TO: James Howden, Finance Director  
Rowan County

FROM: Nan Buehrer, Director  
Lead Facilitator, HCCBG Advisory Committee

James,

Please find attached Revision #1, DAA5-732 form, allocating additional funding for FY 2022.

The Rowan County HCCBG Advisory Committee met February 14, 2022, to advise the County Commissioners on which services (agencies) to allocate the additional funds.

Attached is supporting documentation. Please let me know if you need any digital copies.

Once approved by the Commissioners, I would appreciate your help getting the signatures needed.

Please let me know when the form is complete, and I will send the document to Centralina Area Agency on Aging.

Thanks for your assistance with the approvals needed.

Nan Buehrer  
Director

Thanks!  
Nan Buehrer



DAAS-732 (Rev. 2/16)

Rowan

July 1, 2021 through June 30, 2022

Revision# 1-Incr Alloc Rev Date: 02/15/22

		A			B	C	D	E	F	G	H	I	
Services	Ser. Delivery (Check One)	Block Grant Funding			Required Local Match	Net* Serv Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse. Rate	Projected HCCBG Clients		
	Direct	Purch.	Access	In-Home	Other	Total							
RH-Congregate Nutrition		X	\$	-	\$299,639	\$299,639	\$33,293	\$332,932	\$28,000	\$360,932	31902	\$10,4362	450
RH-Senior Center Operation		X	\$	-	\$99,000	\$99,000	\$11,000	\$110,000	\$	\$110,000	NA	\$	
RMOW-Home Delivered Meals		X	\$	-	\$83,498	\$83,498	\$9,278	\$92,776	\$84,000	\$176,776	9999	\$9,2786	19
RT-Transportation (General)		X	\$	155,422	\$	155,422	\$17,269	\$172,691	\$	\$172,691	10535	\$16,3925	275
RT-Transportation (Medical)		X	\$	40,000	\$	40,000	\$4,444	\$44,444	\$	\$44,444	2000	\$22,2220	275
TLC-Adult Day Care		X	\$	-	\$17,576	\$17,576	\$1,953	\$19,529	\$	\$19,529	532	\$36,6764	4
TLC-Adult Day Care-Transp		X	\$	-	\$878	\$878	\$98	\$976	\$	\$976	651	\$1,5000	5
TLC-Adult Day Health		X	\$	-	\$38,485	\$38,485	\$4,276	\$42,761	\$	\$42,761	976	\$43,7943	5
DSS-In-Home Aide- I HM		X	\$	-	\$2,200	\$2,200	\$244	\$2,444	\$	\$2,444	105	\$23,2762	3
DSS-In-Home Aide-II-PC		X	\$	-	\$177,000	\$177,000	\$19,667	\$196,667	\$	\$196,667	8429	\$23,3322	50
DSS-In-Home-Aide-III-PC		X	\$	-	\$32,600	\$32,600	\$3,622	\$36,222	\$	\$36,222	1552	\$23,3324	5
											0	\$	
			</										



Centralina FY22 Region F HCCBG County **ADDITIONAL** Allocations

Update January 2022

COUNTY	FY21 HCCBG	FY21 LOCAL MATCH	2021 Total Allocation Plus Local Match	FY22 HCCBG	FY22 LOCAL MATCH	FY22 Total Allocation Plus Local Match	FY21 to FY22 DIFFERENCE %	FY21 to FY22 DIFFERENCE \$	FY22 HCCBG Additional Allocation	FY22 HCCBG Additional MATCH	FY22 HCCBG Additional TOTAL	NEW FY22 Total Allocation Plus Local Match
ANSON	269,431	29,937	299,368	260,528	28,948	289,476	-3.30%	\$ (9,892)	14,138	1,570	15,708	305,184
CABARRUS	873,337	97,037	970,374	893,247	99,805	998,052	2.85%	\$ 27,678	61,104	6,789	67,893	1,065,945
GASTON	1,152,479	128,053	1,280,532	1,169,004	129,889	1,298,890	1.43%	\$ 18,358	82,391	9,155	91,546	1,390,436
IREDELL	917,756	101,973	1,019,729	934,336	103,815	1,038,151	1.81%	\$ 18,422	64,514	7,168	71,682	1,109,833
LINCOLN	543,947	60,439	604,386	544,330	60,481	604,811	0.07%	\$ 426	36,109	4,012	40,121	644,932
MECKLENBURG	3,835,823	426,203	4,262,026	3,912,932	434,770	4,347,702	2.01%	\$ 85,677	274,479	30,498	304,977	4,652,679
ROWAN	856,913	95,213	952,126	885,473	98,497	984,970	3.45%	\$ 32,844	59,826	6,647	66,473	1,051,443
STANLY	440,522	48,947	489,469	437,997	48,666	486,663	-0.57%	\$ (2,806)	28,886	3,210	32,096	518,759
UNION	913,010	101,446	1,014,456	943,614	105,402	1,054,016	3.90%	\$ 39,560	65,335	7,259	72,594	1,126,610
REGION F	9,803,218	1,089,246	10,892,464	9,992,458	1,110,273	11,102,731	1.93%	\$ 210,267	686,782	76,308	763,090	11,865,821

1.13.22

## Nan Buehrer

**From:** Evelyn Pressley <EPressley@centralina.org>  
**Sent:** Tuesday, February 15, 2022 4:50 PM  
**To:** Nan Buehrer; Linda Miller  
**Subject:** RE: Rowan County HCCBG Revised Allocation FY 22  
**Attachments:** FY22Rowan732rev1.pdf; FY22Rowan732rev1.xlsx; FY22 Region F additional allocations table 1.22.pdf

Hey Nan, please see the updated pdf and excel format of the updated 732rev1 that you should use to get your signatures. I updated using your numbers. We will make sure the 1\$ is allocated. Let me know if you have any questions.

*It is to go to now. - NB*

The increase went to the following:

Service	Original HCCBG amt	Increase by	New HCCBG Amt
RHSC-Cong(180)	284639	15000	299639
RMOW (020)	55273	28225	83498
TLC-ADH(155)	25485	13000	38485
RDSS-IHA III (045)	29000	3600	32600
Total increase		\$59,825	

**From:** Nan Buehrer <director@ruftyholmes.org>  
**Sent:** Tuesday, February 15, 2022 2:53 PM  
**To:** Evelyn Pressley <EPressley@centralina.org>; Linda Miller <LMiller@centralina.org>  
**Subject:** Rowan County HCCBG Revised Allocation FY 22

Evelyn & Linda,

Please find attached the revised funding allocation for Rowan County HCCBG funding FY 22.

I do not have the information on the correct form, but the services receiving additional allocations are in bold with the revised amounts.

Please verify that you will provide a revised 731 for me to provide to the County for approval and signatures.

If I am to do something differently, please let me know.

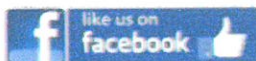
Thanks so much!

Nan Buehrer, Executive Director  
Rufty-Holmes Senior Center  
1120 S. MLK, Jr. Avenue  
Salisbury, NC 28144-5692  
704-216-7715

[director@ruftyholmes.org](mailto:director@ruftyholmes.org)

[www.ruftyholmes.org](http://www.ruftyholmes.org)

Accredited by  
National Institute of  
Senior Centers



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager and Finance  
**DATE:** February 25, 2022  
**SUBJECT:** Shelter Guardians Reimbursement

---

Please see attached memo requesting the County reimburse Shelter Guardians Inc. for additional expenses incurred with the site work and preparation for the Nina Dix Dog Adoption Center.

Please approve the County reimbursing Shelter Guardians Inc. for the expenditures listed on the memo.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Shelter Guardians Request	2/25/2022	Cover Memo



07 June 2021

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

RE: Nina Dix Dog Adoption Center  
1465 Julian Road, Salisbury, Rowan County  
Shelter Guardians Inc - Reimbursable Costs

Mr. Aaron Church:

The following is a list of additional expenses incurred by Shelter Guardians Inc. associated with the site work and preparation for the Nina Dix Dog Adoption Center. The summary list has been revised from the original request to provide additional clarification for the individual items.

We request that the County please review the list and consider reimbursing Shelter Guardians Inc. for these items.

: Change Order No. 2 – New Drive to the Existing Facility

The existing drive to the current facility was cut off when the new building site preparation began. At the time the proposed County road was not going to be built, so the General Contractor graded and installed 6" stone for a new drive to access the existing facility.

Cost: \$7,227.00

: Change Order No. 4 – Power Transformer

With their site assessment and review, Duke Energy stated that they would not install multiple transformers to accommodate the existing facility and the proposed building. Duke Energy wanted the entire facility on one transformer. Duke Energy then stated where they would locate the transformer to service the complex; this new location changed the construction drawing layout and associated power conduit runs. Additional backhoe work was required to meet the transformer.

Cost: \$9,460.00

: City Water Tap fee paid. This was required to be paid in order to obtain the building permit, and at the time the County had decided they would not build the proposed road.

Cost: \$15,860.00

Total cost of above items: \$32,547.00

Please let me know if you need any additional information as you make your determination towards the recompense.

# 1154112 - 575045

Thank you in advance for your time and attention.  
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jon E. Palmer', with a long horizontal stroke extending to the right.

Jon E. Palmer, AIA, NCARB  
JP+A Architect, PLLC  
341 Richmond Road  
Salisbury, North Carolina 28144

CC:  
Project File  
Craig Pierce, Rowan County Commissioner  
Jay Dees, Rowan County Attorney  
Nina Dix, Shelter Guardians Inc Chairwoman  
Chris Bradshaw, CS Bradshaw Construction

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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** February 25, 2022  
**SUBJECT:** Schedule Public Hearing for March 21, 2022: Addressing Ordinance Amendments

---

**BACKGROUND**

Based on several recent instances, it became evident the County's Addressing Ordinance needed an update. An ad hoc committee consisting of staff from Telecommunications, Information Technology, GIS and Planning met on several occasions to draft the proposed amendments in the accompanying ordinance; proposed text appears as ***bold italics*** and deletions are depicted as strikethrough text.

Proposed ordinance amendments include:

- Clarification to definitions in Section 19.5-28
- Modification to Road Naming and Petition Process in Section 19.5-30
- Created an Appeal Process in Section 19.5-31
- Revised Enforcement Procedures to eliminate use of criminal penalties in Section 19.5-35

**RECOMMENDATION**

Schedule Public Hearing for March 21, 2022 Commission meeting.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proposed Ordinance Amendments	2/25/2022	Ordinance

## **ARTICLE I. IN GENERAL**

**Secs. 19.5-1—19.5-25. Reserved.**

## **ARTICLE II. ROAD NAME, ROAD SIGN AND ADDRESS DISPLAY**

### **Sec. 19.5-26. Title.**

This ordinance shall be known and may be cited as the Rowan County Road Name, Road Sign and Address Display Ordinance.

(Res. of 10-15-01, § 1; Res. of 1-18-11, § 1)

### **Sec. 19.5-27. Purpose and intent.**

The purpose and intent of this ordinance are to provide a uniform system of visible road addresses for all properties and buildings throughout the county in order to facilitate the provision of adequate public safety and emergency response services and to minimize difficulty in locating properties and buildings for public service agencies and the general public.

(Res. of 10-15-01, § 2; Res. of 1-18-11, § 2))

### **Sec. 19.5-28. Definitions.**

The following words and phrases when used in this ordinance shall have the meanings respectively ascribed to them in this section.

*Duplication* means an instance where a road name and/or road address is utilized more than one (1) time.

*Address Program Administration (APA)* means ~~the planning division with the department of planning and development in conjunction with~~ **staff of the Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division** ~~shall be responsible for~~ **assigned to** the administration of this article.

*Block* means a unit of measurement typically defined as five hundred twenty-eight (528) feet (.10 mile) of linear distance for a road consisting of an odd and even numbered side of the road.

*Block range* means systematic division of the linear distance of a road and conversion into a series of blocks.

*Block range inconsistency* means structure or lot that exhibits a road address that does not coincide with the designated block range, e.g. a residential dwelling with a road address of 123 Apple Road is located in the 400 block of Apple Road.

*Driveway* means typically a private means of ingress, egress and regress providing access from a public road or public vehicular driveway to a building, use or structure.

*Greenway* means a trail or path used for pedestrian and/or bike travel and/or horseback riding.

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*Master Street Address Guide (MSAG)* means the official street list for approved road names and block ranges maintained by Rowan County Telecommunications Department.

*Odd/even conflict* means situations where a structure or lot displays an address in conflict with the established sequence of addresses for a road, e.g. a residential dwelling with a road address of 123 Apple Road is located in evenly numbered side of Apple Road.

*Planning department* means the ~~planning division of the~~ Rowan County Department of Planning and Development.

*Road* means a public or private one-way or two-way road for ingress and/or egress. Such road may be of various types including frontage road, rear access road, road with cul-de-sac, and dead-end road. For purposes of this ordinance, all driveways providing access to any combination of residential, commercial, or industrial property that has **(or will have due to pending permits)** three (3) or more structures shall be considered a road.

*Road address* means the combination of numbers and road name assigned by the planning division which uniquely identifies a particular building or lot based on its location within a block range.

*Structure* means any building having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals, chattels, or equipment. When separated by division walls from the ground up without openings, each portion of such building may be deemed a separate building. For the purposes of this ordinance, the term "structure" may also include other manmade structures as determined necessary by the APA. The following are some examples of different types of structures:

- (a) *Camper/recreational vehicles*: ~~Under this ordinance are not~~ **These are** considered addressable structures **and are assigned an address associated with the Campgrounds campground road(s).** ~~are addressed by lots, not by structure.~~
- (b) *Churches/places of worship* mean any building utilized for not-for-profit organizations for the purpose of worship (including their day cares, schools, etc., on its property).
- (c) *Commercial, business, industrial structure* means any building used for profitable gain.
- (d) *Residential structure* means any single-family dwelling meeting N.C. Building Codes having a permanent way of cooking and permanent plumbing.
- (e) *Temporary power service* means power companies require an address to set up power supply. A well or power pole in itself is not an addressable structure, but the county may address the parcel.

*Telecommunication department* means the Public Safety 911 Communications Center.

(Res. of 10-15-01, § 3; Res. of 1-18-11, § 3)

## **Sec. 19.5-29. Official road names, addresses and identification.**

- (a) The road names in the MSAG are hereby declared the official names of these roads, unless changed by action of the Rowan County Board of Commissioners. The APA is hereby authorized to determine the need for road name changes and to recommend such changes to the board of commissioners.
- (b) The addresses on file and maintained by the ~~planning division~~ **APA** shall be the official road address for every structure governed by this ordinance. The APA is hereby authorized to correct road addresses in situations of duplication, inconsistency with block, range, odd/even conflict, etc. No existing road name on file shall be changed unless it is determined by the APA that the proposed change will enhance the purpose and intent of this ordinance, especially in regards to public safety.
- (c) A sign showing the official name, state road number and block number shall identify all roads in the county. These road signs shall be placed at all intersections and shall identify both intersecting roads and may be

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maintained by the maintenance division of the Rowan County Department of Facilities Management under policies as prescribed by the board of commissioners. Private roads **accessed from a public road having with** a "dead end" or "no outlet" shall be noted on signs with "Dead End" or "No Outlet" ~~as needed.~~

- (d) Owners and/or developers of subdivision roads subject to section 5.4 [subsection 19.5-30(4)] shall be responsible for the purchase of road sign(s) at a cost established by the board of commissioners. Should an individual or group of citizens petition to change the name of a road, that individual or group shall be responsible for the purchase of new road sign at a cost established by the board of commissioners. Signs shall be purchased from the planning division.
- (e) Road name signs shall be uniform throughout the county in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways 2009 edition, as amended.
- (f) Due to confusion for public safety personnel, it shall be ~~unlawful~~ **a violation of this ordinance** to display a road sign and/or road address which has not been approved by the APA, e.g., only those roads identified in the MSAG and/or on file with the planning division.

(Res. of 10-15-01, § 4; Res. of 1-18-11, § 4)

### **Sec. 19.5-30. Road naming and petitioning process.**

Roads that have no name on file in the MSAG may be assigned an official name through the process established in this section. Furthermore, existing roads **names** that present complications for emergency response efforts or confusion to the general public may have their name changed or modified pursuant to the provisions of this section.

A road naming petition must be completed for naming and signage. The following criteria must be met for a road name to be approved and entered into the system:

The petition may include three (3) possible names and can only be processed with a majority of all adjoining property owner's signatures if initiated by the public (if the petition is initiated by the APA it may receive special consideration (see below section 5.2.c.1, 2 [19.5-30(2)(c)1., 2.]). The APA shall check all road names submitted for acceptance in the E-911 road name system. If at least one (1) name is ~~approved~~ **acceptable**, then the process will continue. ~~Unanimous petitions will be processed by the APA and nonunanimous petitions will continue through the public hearing process.~~

The APA has the authority under special circumstances to name any road with less than three (3) structures to carry out the purpose and intent of this ordinance.

- (1) **Public hearing and notice.** Prior to naming ~~or renaming, or reassignment of addresses to~~ any roads within the jurisdiction of this article, the board of commissioners may conduct a public hearing on the matter. At least ten (10) days prior to the hearing, notice of the time, place and subject matter shall be prominently posted at the county courthouse, in at least two (2) public places in the township(s) where the road is located and publish a notice of such hearing in a newspaper of general circulation in the county. After naming or renaming a road, ~~or assigning or reassigning road numbers on a road,~~ notice of the action shall be given to the local postmaster with **mail delivery** jurisdiction ~~over~~ **for** the road.
- (2) **Petition process.** All property owners adjoining a road proposed for naming or changing shall be notified by the ~~planning division~~ **APA** of the ~~intent~~ **rationale or requirement(s) for naming**. Road name petitions returned to the ~~planning division~~ **APA** will be categorized and processed as follows:
  - (a) **Unanimous petitions.** Petitions having one hundred (100) percent of property owners' signatures in this category ~~may be accepted and approved by the planning division~~ . Planning staff shall ~~notify owners/residents of the acceptance and a right to appeal address changes in this category. If no appeal is received within (ten) 10 days of notice, the road address change will be authorized.~~

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~~Any appeal to the road naming petition within ten (10) days will require a public hearing by the board of commissioners.~~ **may be approved by the board of commissioners following a public hearing.**

- (b) *Majority petitions.* Petitions having a majority of property owners in agreement as to a proposed road name choice. Fifty (50) percent plus one (1) of the property owners along the road to be named or changed shall constitute a majority. Petitions in this category may be approved by the board of commissioners following a public hearing.
- (c) *Special consideration.* Petitions in this category do not qualify as either a unanimous or majority due to (a) less than majority property owner's signatures, or (b) lack of a submittal. Petitions in this category will be processed as follows:
  - 1. *Less than majority.* All property owners along the road to be named will be notified by the ~~planning division~~ **APA** of the proposed road name choice. The owner will also be informed that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners at a public hearing.
  - 2. *Lack of submittal.* Failure to return a road naming petition within thirty (30) days to the ~~planning division~~ **APA** shall indicate that property owners along the road to be named are in general agreement with the name proposed by the ~~planning division~~ **APA**. Final action will be taken by the board of commissioners following a public hearing.
- (3) *Address reassignment.* Due to duplication, block range inconsistency, odd/even conflict or other types of address anomalies, including public safety and emergency response issues, the APA is authorized to reassign an address. Property owners and occupants of the structure(s) to be reassigned addresses shall be notified by the ~~planning division~~ **APA** of the intent and rationale for change. ~~Procedures for adoption of the address reassignments shall be as defined in section 5.2.A [subsection 19.5-30(2)(a)] and enforced based on section 9E [section 19.5-34.35(e)].~~
- (4) *Subdivision roads.* New roads in subdivisions, constructed or dedicated after these amendments, may obtain administrative approval for road name choices from the ~~planning division~~ **department** provided the choices are in accordance with section 5.5 [19.5-30(5)]. ~~Requests to reserve road names must be submitted in writing and dated. Reserved road names will be held for one (1) year. The road names shall be depicted on the final plat recorded with the Rowan County Register of Deeds.~~
- (5) *Proposed road names.* **The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:**
  - (a)** ~~Road names proposed for consideration may not be~~ **Is** duplicated elsewhere in the county **(including a municipality)** or sounds deceptively similar to an existing road name. **This includes the use of homophones, e.g. bear and bare or pen and pin, or other similar "play on words".**
  - (b)** **Is not easily enunciated or pronounced, especially in an emergency situation.**
  - (c)** ~~The~~ **Intends to** use of specific names of individuals or property owners along the road ~~is discouraged.~~
  - (d)** **Uses** directional identifiers and thoroughfare abbreviations (see appendix B) ~~may not be used in~~ conjunction with an existing root name for consideration as a proposed road name.
  - (e)** **Uses special characters, such as hyphens, apostrophes, periods or decimals in road names.**

#### **Sec. 19.5-31. Appeal procedures.**



- 
- (1) Filing an appeal.** *A property owner, occupant or authorized agent may appeal any action or decision by the APA or requirement of this article, within ten (10) days receipt of the written notice containing the APA's determination. When first class mail is used to deliver notice, three (3) working days shall be added to the time to file an appeal. The appeal shall be made in writing and state the reason(s) why the determination is in error or not necessary. Failure to submit an appeal within the allotted time period established herein shall constitute the APA decision as final.*
  - (2) APA Evaluation.** *Appeals will be evaluated on a case-by-case basis within fourteen (14) days receipt by staff of Rowan County's Information Technology Department's GIS Division, Emergency Services' Telecommunications Division (9-1-1) and Planning & Development Departments. Input may also be sought from the fire department and emergency responders having jurisdiction in the area where the appeal is located.*
  - (3) APA Decision.** *Following evaluation, the appellant will be notified of the APA's decision. If the appeal is granted, no further action related to road naming, address reassignment or appealed ordinance requirement will be pursued by the APA. If the appeal is denied, the appellant shall be notified in writing of the APA's decision and will have ten (10) days following receipt of the written notice to request the appeal be considered by the board of commissioners. When first class mail is used to deliver notice, three (3) working days shall be added to the time to file an appeal. Failure to submit an appeal within the allotted time period established herein shall constitute the APA decision as final.*
  - (4) Board of Commissioners consideration.** *At its discretion, the Rowan County Board of Commissioners may consider an appeal of the APA's decision at one of its regularly scheduled meetings. In considering the appeal, the Board may allow the appellant to present its rationale or argument as to why the APA's decision is erroneous, followed by the APA's basis or justification for its decision. Any decision made by the Board regarding an appeal shall be deemed final.*

Appendix B  
Road Suffixes and Accepted\* Abbreviations

The suffixes and abbreviations listed below have been agreed upon by both municipal and county officials as the accepted list of suffixes for use in the naming of roads. Also, from this point forward the following rules shall apply:

- (1) Under no circumstances shall "Extension" (abbreviated Ext) be considered a viable road suffix.
- (2) Road suffixes may not be used in the proper name of the road.
- (3) Directional prefixes may not be used in the proper name of the road. (i.e., can be N Main St but cannot be North Main St).
- (4) Numeral wording used in the proper name of the road must be spelled out (i.e., can be First ~~Run~~ Base Ln but cannot be 1st ~~Run~~ Base Ln).
- (5) Duplicate proper road names (with regard to pronunciation as well as spelling) are not permitted, regardless of road suffix.

Road Suffix	Accepted Abbreviation
Alley	Aly
Annex	Anx

Avenue	<del>Ave</del> Av
Boulevard	Blvd
Causeway	Cswy
Circle	Cir
Court	Ct
Drive	Dr
Expressway	Expy
Freeway	Fwy
Greenway	Grwy
Highway	Hwy
Lane	Ln
Loop	Loop
Parkway	Pkwy
Pike	Pike
Place	Pl
Point	Pt
Ramp**	Ramp
Road	Rd
Run	Run
Street	St
Terrace	Ter
Trace	Trce
Trail	Trl
Way	Way

\* The accepted abbreviations given are drawn from United States Postal Service Publication 28, "Postal Addressing Standards".

\*\* "Ramp" added on April 3, 2001 to cover interstate on/off ramps.

#### Secondary Unit Designators and Accepted\* Abbreviations

Secondary Unit Designator	Accepted Abbreviation
Apartment	Apt
Basement	Bsmt
Building	Bldg
Department	Dept
Floor	Fl
Front	Frnt
Hangar	Hngr
Lobby	Lbby
Lot	Lot
Lower	Lowr
Office	Ofc
Penthouse	Ph
Pier	Pier
Rear	Rear

Room	Rm
Side	Side
Slip	Slip
Space	Spc
Stop	Stop
Suite	Ste
Trailer	Trlr
Unit	Unit
Upper	Uppr

\* The accepted abbreviations given are drawn from United States Postal Service Publication 28, "Postal Addressing Standards".

(Res. of 10-15-01, § 5; Res. of 1-18-11, § 5)

## Sec. 19.5-31 32. Address Assignment procedures.

(a) *General.* ~~Addresses not occurring in municipalities were generally assigned based on building location using a block range of one-tenth mile. As a general rule, all odd-numbered addresses reside on the east side of the road for those roads running north/south and on the south side for those running east/west.~~

New addresses will be visually compared with adjacent addresses for accuracy and completeness and forwarded to the E911 center. ***A structure(s) will typically be assigned an address associated with the road name where the driveway intersects.***

- (b) *New roads.* Addresses for new roads will be assigned using the one-tenth of a mile block according to distance of the lot/structure from the intersection of the connecting road. Structures will be addressed based on driveway access to the main road. Structures on a corner of two (2) roads will also be addressed based on driveway access to the main road. APA has the authority to change and/or modify this rule to meet the intent of this ordinance. New roads will be assigned a number beginning with either 100 or 1000. New roads intersecting with existing roads at the 1000 block or higher will be assigned beginning with 100. New roads intersecting with existing roads at the 900 block or lower will be assigned beginning with 1000.

Addresses will be assigned in sequential order with odd addresses on the left and even on the right beginning from the intersection of the major connecting road/street.

- (c) *Existing road.* New addresses will be assigned on existing roads according to the same one-tenth mile block. If the numerically assigned address is in conflict with existing addresses on that road then the APA may adjust the new address to conform to a consistent address within that road.

If a new address cannot fit into the existing address scheme of the road, and the inconsistency of addresses is determined to be a public danger, the APA may reassign addresses in order to create a consistent range of addresses for that road.

- (d) *Greenways.* Under this ordinance all public walking, biking, horseback riding, or hiking trails will be considered greenways and can be addressed if deemed necessary by the APA. Greenways will use the suffix of GRWY for mapping and addressing purposes. Greenways must be assigned addresses in one-tenth mile increments. Example: (A trail that is one (1) mile long will be addressed from 100—1000, etc.). Signage will be required with lettering visible on both sides of the sign in contrasting colors, and will be posted along the right-hand side of the trail from the starting point. Signs will be furnished by the county for county greenways. Payment for signage for private property will be the responsibility of the developer. At no time will any structures be addressed off of a greenway.

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(Res. of 10-15-01, § 6; Res. of 1-18-11, § 6)

**Sec. 19.5-~~32~~ 33. Administration and jurisdiction.**

- (a) The APA will be responsible for the interpretation and administration of this ordinance, including:
  - (1) Assigning all numbers for properties and buildings required to have a road address.
  - (2) Maintaining address records of each building and responding to public inquiries regarding address records.
  - (3) Recommending and administering change of existing addresses when necessary to facilitate sequential house numbers along a road and shall be enforced by section 9E [subsection 19.5-34(e)].
  - (4) Designating individual unit addresses within the multiple housing or commercial units in conformity with this ordinance.
  - (5) Assisting the public in complying with the requirements of this ordinance.
- (b) This ordinance shall apply in all areas of the county not within a municipality.

(Res. of 10-15-01, § 7; Res. of 1-18-11, § 7)

**Sec. 19.5-~~33~~ 34. Display of road address numbers.**

- (a) Officially assigned road address numbers must be clearly displayed so that the location can be identified easily from the road. Numbers on mailboxes only do not meet the intent of this ordinance.
  - (1) The official address number must be displayed on the front of a building or at the entrance to a building which is most clearly visible from the road from which it is addressed during both day and night.
  - (2) If a building is more than seventy-five (75) feet or is not clearly visible from any road, the address number shall also be displayed, a minimum of four (4) inches in height within a three-foot perimeter at the end of the driveway or easement nearest the road that provides access to the building. A site inspection may be required by the APA to confirm the purpose and intent of this ordinance is met.
- (b) Numerals indicating the address number of a single-family dwelling shall be at least four (4) inches in height and shall be posted and maintained so as to be legible from the road.

Numerals for multiple dwelling units and nonresidential buildings shall be at least six (6) inches in height and shall be placed on the front of the building facing the road or on the end of the building nearest the road.
- (c) Numerals must be of contrasting color to the background and be of durable substance and mounting so as to withstand continual weatherization.
- (d) ~~All campground roads~~ Campgrounds shall **have a unique non-duplicated road name with each camper or recreational vehicle space** be assigned a single **an individual** address from the main **to the** road [by] which it is accessed. ~~All lots shall be numbered throughout the park in accordance with the planning division regulations and must match Rowan County Tax Administration Department records. The address number of the campground shall be prominently displayed at the entrance of the park in six-inch reflective numbers. Each lot~~ **of each camper or recreational vehicle space** shall be clearly displayed with four-inch **reflective** numbers with contrasting colors so as to be legible from the interior park drive. The park owner will be responsible for displaying all of the assigned numbers throughout the park.

- 
- (e) The APA will have the right to authorize and approve alternate methods of displaying house numbers which meet the intent of this ordinance when strict adherence to these standards cannot reasonably be met.

(Res. of 10-15-01, § 8; Res. of 1-18-11, § 8)

## **Sec. 19.5-~~34~~ 35. Enforcement.**

- (a) No building permit shall be issued until an official house number has been assigned for a lot.
- (b) No certificate of occupancy (CO) will be issued until road address numbers are properly displayed in accordance with this ordinance.
- (c) ***The following shall constitute a violation of this ordinance and may be enforced by the APA in accordance with Section 19.5-35(d).***

~~(1) Failure to remove a displayed sign or address number which has not been authorized by the APA (including address reassignment in section 5.3 [subsection 19.5-30(3)]) after a warning shall be a misdemeanor punishable by a fine of up to two hundred dollars (\$200.00) and the cost of removing any unlawful sign or address. The existence of this penalty is exclusive of any remedies for enforcement as otherwise provided by law per violation.~~

- ~~(d) (2) It shall be unlawful for~~ ***For*** any person to erect, remove or deface any road name sign contrary to the provisions of this ordinance and/or be in possession of any such road name sign; provided prior written consent for possession from the APA is first obtained. ~~The violation of any provision of this ordinance may be a misdemeanor punishable by a fine of up to two hundred dollars (\$200.00) and the cost of repairing or replacing any road sign removed or defaced. The existence of this penalty is exclusive of any remedies for enforcement as otherwise provided by law per violation.~~

- ~~(e) (3) Failure to post, or the removal of, an assigned building number unless immediately replaced or repaired after a thirty-day written notice may be a misdemeanor punishable by a fine of up to fifty dollars (\$50.00) and the cost of replacing any address on any building. The existence of this penalty is exclusive of any remedies for enforcement as otherwise provided by law per violation.~~

- ~~(f) (4) Owners or occupants of buildings already constructed which do not comply with this ordinance will be notified and requested to meet these requirements within sixty (60) days from the date of the notification. A warning notice will be issued after sixty (60) days if the requirements have not been met. If the owner or occupant does not comply voluntarily with this ordinance within thirty (30) days of delivery of a warning notice by registered or thirty (30) days of delivery of a warning notice by registered or certified mail or by hand delivery to the building in violation, enforcement action pursuant to G.S. 153A-123 may be initiated.~~

- (d) Violation(s) of this ordinance will be enforced through the issuance of warning citations and civil penalties as authorized by NCGS 153A-123; not by means of a misdemeanor or infraction authorized by NCGS 14.4. The County may recover any penalty or penalties related to enforcement of this ordinance in a civil action in the nature of debt if the offender does not pay the penalty during the first, second or third phase of enforcement. The following civil penalties are established for violations under this chapter:***

- 1. Warning citation . . . No penalty***
- 2. First citation . . . \$ 25.00***
- 3. Second citation for the same offense . . . \$50.00***
- 4. Third and subsequent violations for the same offense . . . \$100.00***

***Upon issuance of a warning citation, first citation or second citation, the owner, occupant or violator shall have fourteen (14) days to correct the violation or make satisfactory progress to correct the violation before additional penalties are assessed. Upon issuance of the third citation, each additional day's***

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*violation is a separate and distinct offense and shall incur an additional one-hundred-dollar (\$100) penalty.*

- (e) *Notwithstanding the civil penalty process established in Section 19.5-35(d), the APA may seek enforcement of this ordinance by an appropriate equitable remedy from a court of competent jurisdiction.***

(Res. of 10-15-01, § 9; Res. of 1-18-11, § 9)

**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  
**DATE:** 2/27/22  
**SUBJECT:** Contract with Timber Ridge Treatment Center for DSS

---

Department of Social Services would like to enter into a contract with Timber Ridge Treatment Center to provide residential treatment for teen boys in the custody of Rowan County DSS. The contract will end June 30,2022 and will not exceed \$150,000.

Attached is the proposed contract with Timber Ridge Treatment Center.

Department of Social Services and Purchasing Directors recommend that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Timber Ridge Treatment Center for services in an amount not to exceed \$150,000.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
contract	2/27/2022	Cover Memo





ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager  
FROM: Micah Ennis, Director  
DEPT: Social Services  
DATE: 2/18/2022  
SUBJECT: Timber Ridge Treatment Center 22398

PURPOSE OF CONTRACT:

This vendor provides residential treatment for teen boys in the custody of Rowan County DSS.

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.*

Signature of Director

2/18/2022

DATE

**Contract #                      Fiscal Year Begins 7/1/2021 Ends 6/30/2022**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Timber Ridge Treatment Center (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1807746 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 01/01/2022 and shall terminate on 6/30/2022, 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 \$ 150,000.00. This amount consists of \$            in Federal funds (CFDA #            ), \$            in State Funds, \$            in County funds

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

☐ b. The Contractor's matching requirement is \$            , which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> 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 \$150,000.00.

**6. Reversion of Funds:**

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

**7. Reporting Requirements:**

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

**8. Payment Provisions:**

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

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

**For the County:**

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

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Hibbert, CFO	Name & Title	Laurie Hibbert, CFO
Company Name	Timber Ridge Treatment Center	Company Name	Timber Ridge Treatment Center
Mailing Address	P O Box 259	Street Address	665 Timber Trail
City State Zip	Gold Hill, NC 28071	City State Zip	Gold Hill, NC 28071
Telephone	704-279-1199		
Fax	704-279-7668		
Email	lauriehibbert@trtc.net		

**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:**

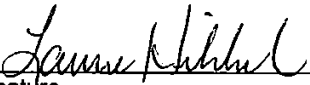
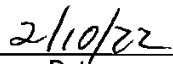
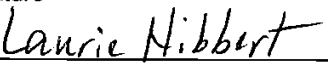
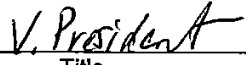
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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:**

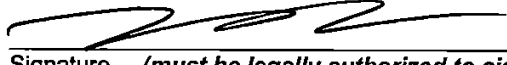
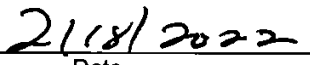
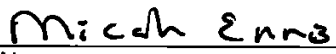
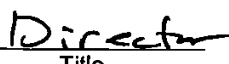
*( can be delted if not needed)*

**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 <i>(must be legally authorized to sign contracts for County DSS)</i>	 _____ 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
--	---------------

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN 56-1807746**  
**Contract #**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Timber Ridge Treatment Center  
 2. *If different* from Contract Administrator Information in General Contract:  
 Address

Telephone Number:      Fax Number:      Email:

3. Name of Program (s): *Timber Ridge Treatment Center, Inc.*  
 4. Status:      ☐ Public      ☐ Private, Not for Profit      ☒ Private, For Profit  
 5. Contractor's Financial Reporting Year    January through December

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

*Residential Treatment Level III for teenagers boys*

See MUTUAL AGREEMENT SECTION

**C. Rate per unit of Service (define the unit): Residential Treatment Level III 5+ Beds**

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

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care			
Therapeutic Foster Care	\$514	\$654	\$698
Residential Treatment (Level 2)			
Child Placing Agency	\$1,472	\$1,637	\$1,702
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75	
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	
*Treatment Rates set by DMA and are subject to change.			

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

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

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

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

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

#### H. MUTUAL AGREEMENT

##### I. Both Parties Agree to:

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

##### II. Private Partner

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

###### Share Performance Data:

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

###### Provide Services:

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

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

**Communication and Planning:**

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.



10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

### **III. County**

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

#### **Share Information:**

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

**Provide Services:**

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

**Communication and Planning:**

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



(Signature of County Authorized Person)

2/18/2022  
(Date Submitted)



(Signature of Contractor)

2/10/22  
(Date Submitted)

## FEDERAL CERTIFICATIONS

**The undersigned states that:**

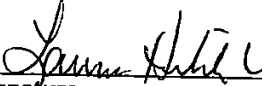
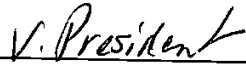
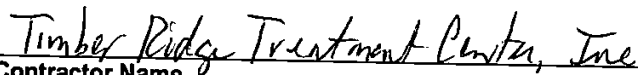

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

**OR**

☒ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

 _____ Signature	 _____ Title
 _____ Contractor Name	 _____ Date

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

### I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

Street 665 Timber Trail Gold Hill NC 28071

City, State, Zip Code \_\_\_\_\_

Street \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

**The Contractor 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure Of Lobbying Activities**

##### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities**  
**(Approved by OMB 0344-0046)**

N/A

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date Of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Congressional District (if known) _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number (if applicable) _____	
<b>8. Federal Action Number (if known)</b>	<b>9. Award Amount (if known) \$</b>	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b> _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		<b>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</b> _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</b> _____		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <div style="float: right;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div>		
<b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form - LLL



Timber Ridge Treatment Center  
Policies and Procedures

Title: Conflict of Interest

Policy No. 137.0

Page 1 of 1

Revised 3/12

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Policy:

In order to provide the highest quality care services available, Timber Ridge Treatment Center, Inc. must take all available measure to safeguard the welfare and interest of its residents.

This policy requires Timber Ridge Treatment Center, Inc. to ensure that the primary concern of its staff is the welfare of its residents and Timber Ridge Treatment Center, Inc. At times, the outside interests of employees may give rise to a potential conflict between the interests of the individual employee and these of Timber ridge Treatment Center and its residents. In such circumstances, Timber Ridge Treatment Center, in its sole discretion may require and employee or prospective employee to relinquish the perceived conflicting interest. If the employee is unwilling or unable to do so, Timber Ridge Treatment Center may take any action it deems appropriate to eliminate the potential conflict and to remedy the situation.

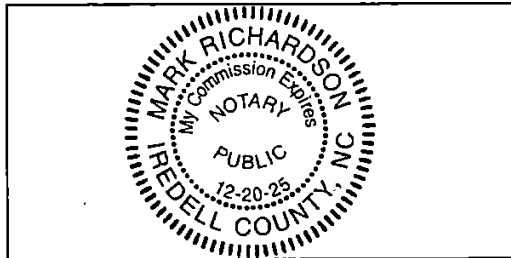
This policy is inclusive of all staff, board members, and all members of the Utilization Review Committee.

*Laura Hill*  
2/10/22

# Jurat Certificate

State of North CarolinaCounty of CabarrusSubscribed and sworn to (or affirmed) before me on this 14<sup>th</sup>day of February, 2022, by Laurie Dodge Hibbert

Place Seal Here

Notary Signature [Signature]

## Description of Attached Document

Type or Title of Document

Conflict of Interest Acknowledgement and Consent

Document Date

2-14-2022

Number of Pages

1

Signer(s) Other Than Named Above

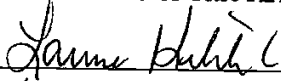
**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Rowan County Department of Social Services/Human Services

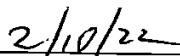
By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

  
Signature

  
Title

  
Agency/Organization

  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT K

### **What is a Private Non Profit Agency?**

**Answer:** A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### **What is a 501(c)(3) designation?**

**Answer:** When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

### **Who can obtain a 501(c)(3) designation?**

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### **How does a Private Non Profit obtain Tax Exempt Status?**

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### **IRS TE/GE Customer Service**

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### **What must a County Department of Social Services/Human Services do?**

**Answer:** Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) ☒ [check one of the following boxes]
    - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Timber Ridge Treatment Center, Inc.

Contractor's Authorized Agent: Signature Laurie Hibbert Date 2/10/22

Printed Name Laurie Hibbert Title V. President

Witness: Signature Thomas Hibbert Date 2/10/22

Printed Name Thomas Hibbert Title President

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,  
CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
  - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
  - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
  - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
  - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
- (Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

### Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** – Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** – When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** – If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other



Timber Ridge Treatment Center

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** – The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName## Timber Ridge Treatment Center, Inc  
Name of Organization

Lance Hibel  
Signature of Organization Official

2/10/22  
Date



**TIMBER  
RIDGE**

TREATMENT CENTER, INC.

Date of Certification: February 10, 2022

To: Rowan County

Certification:

We certify that Timber Ridge Treatment Center, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S 143C-10-1b.

Sworn Statement:

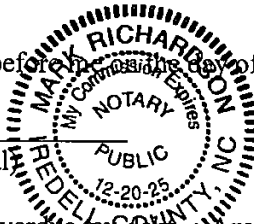
Thomas Hibbert and Laurie Hibbert being duly sworn, say that we are the President and Vice President, respectively, of Timber Ridge Treatment Center, Inc. of Gold Hill in the State of North Carolina; and that the foregoing certification is true, accurate, and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Laurie Hibbert 2/14/22  
Authorized Official Date

Sworn to and subscribed before me this 14th day of the date of said certification.

Mark Richardson

(Notary Signature and Seal)



My Commission Expires: 12-20-2025

G.S. 105-243.1 defines: Overdue tax debt. Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105237 within 90 days after the noticed of final assessment was mailed and has not failed ot make any payments due under the installment agreement.

665 Timber Trail, P O Box 259, Gold Hill, NC 28071  
Program: 704-279-1199 Fax: 704-279-7668

**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Lance Huhli  
Signature

V President  
Title

Timber Ridge Treatment Center, Inc.  
Agency/Organization

2/10/22  
Date

(Certification signature should be same as Contract signature.)

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## DHHS POLICIES AND PROCEDURES

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**Section III:** Communications  
**Title:** DHHS Title VI Language Access Policy  
**Current Effective Date:** 3/30/05  
**Revision History:** 7/01/04  
**Original Effective Date:** 4/29/03

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**Title:** Title VI of the Civil Rights Act of 1964; Policy on the Prohibition Against National Origin Discrimination as it Affects Persons with Limited English Proficiency

**Authority:** Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et.seq.

(This policy does not conform to regular policy format due to federal requirements.)

### Purpose

The purpose of this policy is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with Limited English Proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the department must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This policy defines the responsibilities for any division/facility/school of the department and local entities administered by the department for ensuring LEP individuals can communicate effectively.

### Scope of Policy

These requirements shall apply to the North Carolina Department of Health and Human Services (DHHS), all divisions/facilities/schools within DHHS, all programs and services administered, established or funded by the department, including subcontractors, vendors, and subrecipients.

The department and local entities shall ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving subgrants from the department.

All divisions/facilities/schools within DHHS and all local entities as defined below shall draft a language access plan pursuant to this policy and update the plan accordingly. The plan shall include a system for assessing the language needs of LEP populations and individual LEP applicant/recipients; securing resources for language services; providing language access services; assessing and providing staff training; and monitoring the quality and effectiveness of language access services. The plan shall designate the department of specific staff position within the division/facility/school or local entity responsible for implementing activities related to this policy.

### Definitions

1. LEP individual – Any prospective, potential, or actual recipient of benefits or services from the department or local entity who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
2. Local Entities – Programs and services administered, established or funded by the department, including but not limited to county departments of social services, county health departments, area mental health, developmental disabilities and substance abuse

programs, vocational rehabilitation local offices, subcontractors, vendors, and subrecipients.

3. Vital Documents – These forms include, but are not limited to, applications, consent forms, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

### **Providing Notice to LEP Individuals**

1. The department and each local entity shall take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification shall also identify the name, office telephone number, and office address of the employee(s) responsible for the local entity's compliance with this policy.
2. The dissemination of information shall include, but not be limited to posting information in each local entity location, as well as the dissemination of pamphlets explaining rights contained in this policy.
3. The department and local entities shall post and maintain signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of entries. These signs must inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

### **Provision of Services to LEP Applicants/Recipients**

#### **1. Assessment for Determining Linguistic Needs**

1. Local entities shall assess the language needs of the population to be served, by identifying:
  1. The language needs of each LEP applicant/recipient.
  2. The points of contact where language assistance is needed; and the resources needed to provide effective language assistance, including location, availability and arrangements necessary for timely use.
2. Determining the Language Needs of the Population to be Served

Each local entity is responsible for assessing the needs of the population to be served. Such assessment shall include, but not be limited to the following:

1. The non-English languages that are likely to be encountered in its program shall be identified.
2. An estimate of the number of people in the community for whom English is not the primary language used for communication shall be completed and updated annually. To identify the languages and number of LEP individuals local entities should review:
  1. Census data
  2. School system data
  3. Reports from federal, state, and local governments
  4. Community agencies
  5. Data from client files
3. The points of contact in the program or activity where language assistance is likely to be needed shall be identified.
3. Determining the Language Needs of Each Applicant/Recipient

Each local entity shall determine the language needs of each applicant/recipient. Such assessment shall include, but not be limited to the following:

1. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language. Techniques that can be used include:
  1. Multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages.
  2. English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy.
2. If the LEP person does not speak or read any of these languages, the local entity shall use a telephone interpreting service to identify the client's primary language.
3. Staff should not solely rely on the individual's own assessment of his/her English proficiency in determining the need for an interpreter. However, if an individual requests an interpreter, an interpreter shall be provided. A declaration of the client shall be sufficient to establish the client's primary language. Under no circumstances, shall a staff member make this determination based solely on whether an applicant/recipient can answer short questions or questions to which the answer requires simple "yes" or "no" answers.
4. When local entity staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpretation service shall be utilized in making the determination.

5. If any applicant/recipient is assessed as LEP, they shall be informed of interpreter availability and their right to have a language interpreter at no cost to them with a notice in writing in the languages identified in Section C - Provisions of Written Translations.

## 2. Provision of Bilingual/Interpretive Services

1. Local entities shall ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking populations. The provision of bilingual/interpretive services shall be prompt without undue delays. In most circumstances, this requires language services to be available during all operating hours.
2. The local entity is required to develop uniform procedures providing for language assistance options at all level of interaction with LEP individuals, including telephone interactions. This requirement may be met through utilization of paid interpreters, qualified bilingual employee, qualified employees of other agencies or community resources. Telephone interpreter services should only be utilized as a back-up system or where other language assistance options are unavailable.

## 3. Interpreter Standards

1. Those providing bilingual/interpretive services shall meet the linguistic and cultural competency standards set forth below. Local entities shall take reasonable steps to screen interpreters and self-identified bilingual staff to certify that the bilingual employee/interpreter:
  1. Can fluently and effectively communicate in both English and the primary language of the LEP individual.
  2. Can accurately and impartially interpret to and from such languages and English.
  3. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the local entity's services.
  4. Demonstrates cultural competency.
  5. Understands the obligation to maintain confidentiality.
  6. Understands the roles of interpreters and the ethics VI associated with being an interpreter.
2. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the staff member shall request another interpreter.

## 4. Using Family Members or Friends as Interpreters

1. Applicants/recipients may provide their own interpreter; however the local entity shall not require them to do so.
2. The local entity must first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the local entity may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness of services or violate the LEP person's confidentiality. The local entity shall monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
3. The local entity shall indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members; and the name of the person serving as an interpreter at the LEP individual's request.
4. Only under extenuating circumstances shall a local entity allow a minor (under the age of 18 years) to temporarily act as an interpreter.

5. Under no circumstances shall the local entity require the applicant/recipient to pay for bilingual/interpretive services

## 6. Use of Interpreters at Hearings

1. An interpreter shall be provided for all local hearings and by the department for all state level hearings, if a party requests an interpreter or if the hearing officer determines that an interpreter is necessary.
2. When the state hearing is to be held with the assistance of an interpreter, the hearing officer shall:
  1. Examine the qualifications and competency of the interpreter.
  2. Disqualify any interpreter determined by the hearing officer not to be competent for interpretation purposes.
  3. Assure objective interpretation by, at his/her discretion, disqualifying interpreters who are:
    - Claimant's relatives, friends, or an authorized representative.
    - County staff who participated in making the decision complained of.
    - The county appeals representative.
    - Any other individual determined by the hearing officer to be detrimental to the hearing process or having a bias or the appearance of being biased.

## 3. Provision of Written Translations

1. The local entity must develop and implement a plan to provide written materials in languages other than English where a significant number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.

## 2. Translation of Vital Documents

1. Each division/facility/school shall ensure that vital documents are translated into Spanish and made available to local entities.
2. When such forms and other written material contain spaces in which the local entity is to insert information, this inserted information shall also be in the individual's primary language. When such forms are completed by applicants/recipients in their primary language, the information must be accepted.
3. If, as a result of the local language assessment, it appears that a substantial number, defined as 5% or 1,000 people being served by the local entity, of LEP individuals speak a language other than Spanish, the local entity must translate and provide vital documents in the appropriate language.
3. If the primary language of a LEP applicant or recipient is a language other than Spanish and the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual shall be informed in their own language of the right to oral translation of written notices. The notification shall include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.
4. Documentation of Applicant/Recipient Case Records
  1. Each local entity shall maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
  2. Each local entity shall ensure that case record documentation, including computerized records if appropriate, identifies the applicant's/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the local entity shall:
    1. Document the individuals' acceptance or refusal of forms or other written materials offered in the individual's primary language.
    2. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the local entity shall so document the circumstances requiring temporary use of minors in the case record.
  3. Consent for the release of information shall be obtained from applicants/recipients when individuals other than local entity employees are used as interpreters and the case record shall be so documented.
5. Staff Development and Training
  1. Appropriate training in the requirements of this policy shall be provided at new employee orientation and continuing training programs. Effective training is one of the means of ensuring that there is not a gap between the local entity's written policy and the actual practices of employees interacting with LEP individuals.
  2. The training shall be required of all appropriate local entity staff, which shall include but not be limited to employees likely to have contact with LEP individuals and those in a supervisory capacity of any employee affected by this policy. The training shall include language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process. The department will provide program guidelines and technical assistance upon request.
  3. Each local entity shall develop and/or provide cultural awareness training programs for all appropriate employees. Cultural awareness training shall pertain to specific cultural characteristics of cultural groups served by the local agency or department to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
    - In presenting materials relating to specific cultural characteristics, all efforts should be made to avoid stereotypes.
  4. Appropriate local entity shall be instructed in the investigation of discrimination complaints.
  5. Appropriate training shall be provided for bilingual staff and interpreters employed or utilized by local entities. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the local entity; and cultural competency.
  6. Each local entity shall ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.
  7. Each local entity shall collect and maintain the following information about training provided to staff: The date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. Each local entity shall ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.



## Compliance Procedures, Reporting and Monitoring

### 1. Procedures

The department will ensure effective communications for LEP clients throughout the department and recipients of federal funds through self-evaluation, modification of services and training. Every recipient of funds shall sign a compliance agreement with the department assuring that it is in compliance with departmental policy.

### 2. Reporting

An annual compliance report shall be completed by each division/facility/school of the department and sent to the appropriate division/facility/school within the department. Local entities shall complete annual reports and send it to the appropriate agency within the department. If compliance is not met during the year or in accordance with the compliance agreements, notification shall be sent to the office of general counsel to the attention of the compliance attorney.

### 3. Monitoring

1. Self-monitoring will be done on a quarterly basis by the department and local entities. These reports will be maintained and stored in the appropriate division/facility/school director's office and in the appropriate office of the local entities and shall be accessible by the department. A standard reporting system will be used in the department and approved in the compliance agreements with local entities. If reports are not completed in accordance with compliance agreements, notification shall be sent to the department's office of general counsel.
2. On occasion, special reviews by the department may be necessary. These reviews are initiated when the following occurs:
  1. There is a need to follow-up on a noncompliance finding from the annual report requiring additional information and a more in-depth examination of specific aspects of the programs and activities.
  2. Outside sources such as advocacy groups, legal services organizations or the office for civil rights (U.S. Department of Health and Human Services, Region IV) that supply information that a review is necessary.
  3. The secretary of the department may request a review at his or her discretion.
  4. The office of general counsel may initiate a review at their discretion.
  5. Upon notification of noncompliance or a compliance review, the office of general counsel will organize a group of not more than four individuals to review the issue of noncompliance. The team will consist of the office of general counsel's compliance attorney, a division/facility/school representative, a representative from the office of minority health and health disparities and one (1) ad hoc individual, with the approval of the DHHS Secretary.

## Applicant/Recipient Complaints of Discriminatory Treatment

This section provides for the prompt and equitable resolution of complaints against any program or activity administered by the DHHS, which receives federal financial assistance, alleging discrimination based upon race, color, or national origin in violation of Title VI of the Civil Rights Act of 1964.

### 1. Complaints

1. A complaint shall be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of 45 CFR Part 80. Individuals who do not speak or write in English shall be provided assistance in their primary language.

2. A complaint shall be filed with the division/facility/school director or agency director or the appropriate individual not later than 180 days from the date of the alleged discrimination.

3. A record shall be kept of the complaint in the division/facility/school director or agency director including the information requested in paragraph 1, the date of filing, actions taken and resolution.

### 2. Investigation

1. A designee of the division/facility/school director, agency director or an appropriate individual shall conduct an investigation of the allegations of the complaint. The investigation shall afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

2. The investigation shall not exceed 30 days, absent a 15-day extension for extenuating circumstances.

### 3. Resolution of Matters

4. If the investigation indicates a failure to comply with the act, the division/facility/school, agency director or his/her designee will so confirm the recipient and the matter will be resolved by informal means whenever possible within 60 days.
5. If the matter cannot be resolved by informal means, then the division/facility/school, agency director or his/her designee shall refer the matter to the office of general counsel, DHHS Office of the Secretary with a recommendation that appropriate proceedings be brought or proceed under any applicable state or local law.

To access a summary report of this policy, use the following link : [Title VI Summary](#).

*For questions or clarification on any of the information contained in this policy, please contact [DHHS Compliance Attorney](#). For general questions about department-wide policies and procedures, contact the [DHHS Policy Coordinator](#).*

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**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Timber Ridge Treatment Center, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained with the IRS)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>P O Box 259</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Gold Hill, NC 28071</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
5	6	-	1	8	0	7	7	4	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Larry D. Hill</i>	Date ► <i>2/4/22</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2022

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).

<b>PRODUCER</b> Arthur J. Gallagher & Co. 4250 Congress Street, Suite 200 Charlotte NC 28209-4615		<b>CONTACT NAME:</b> <b>PHONE (A/C, No., Ext):</b> 704-365-4150 <b>FAX (A/C, No):</b> 704-365-4155 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Philadelphia Indemnity Insurance Company	18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 117674384** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2367652	1/19/2022	1/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2367652	1/19/2022	1/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Pay \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB799562	1/19/2022	1/19/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				
A	Empl Benefits Liability Professional Liability			PHPK2367652	1/19/2022	1/19/2023	Ea Claim & Aggregate \$1,000,000 Each Incident \$1,000,000 Aggregate \$3,000,000

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

Sexual/Physical Abuse or Molestation:  
Policy #: PHPK2367652  
Effective date: 01/19/22-01/19/23  
Each Occurrence Limit: \$1,000,000  
Aggregate Limit: \$1,000,000  
Rowan County DSS is named as additional insured for general liability coverage for operations conducted by the named insured.

<b>CERTIFICATE HOLDER</b>  Rowan County DSS 1813 E Innes St. Salisbury NC 28146	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner  
**DATE:** 2/27/22  
**SUBJECT:** HUBSCO Reporting and Verifiable Percentage Goal

---

NC General Statutes 143-128.3 and 143-131 require public entities to report specific information to the NC DOA's HUB Office for each building project, formal and informal. The format and data required in the reports are prescribed by NC DOA. At a minimum the following is to be reported for each project:

- The project's verifiable percentage goal
- Type and Total dollar value of the project
- MWBE participation by MWBE category
- Applicable GFE or rules used to recruit minority businesses and the GFE documentation accepted by the entity from the selected bidder
- Utilization of various minority businesses under various construction methods

The NC DOA's system for reporting is known as HUBSCO. System logins are required and are obtained through NC DOA. In the process of transferring my login from the City of Salisbury to Rowan County I realized that the County was not currently registered with the HUBSCO system. Part of the registration process is to establish a verifiable percentage goal per SB914. I recommend that Rowan County use the State of NC goal of 10%. The BOC could choose a different goal by doing an Internal Disparity Study. This study is used to determine if inequities exist in public procurement and contracting that adversely affect Disadvantaged Businesses/ minorities and/or women. These studies can be very costly.

The Purchasing Department will work with departments to complete the HUBSCO reporting when required.

Attached SB914.

The Purchasing Director recommend that the Board of Commissioners adopt a verifiable percentage goal of 10% for reportable building projects, matching the rate set by the State of North Carolina.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
SB914	2/27/2022	Cover Memo

# NORTH CAROLINA GENERAL ASSEMBLY

## LEGISLATIVE FISCAL NOTE

**BILL NUMBER:** SB 914 (3<sup>rd</sup> Edition)

**SHORT TITLE:** Public Construction Law Changes

**SPONSOR(S):** Sen. Dalton

### FISCAL IMPACT

Yes (X)      No ( )      No Estimate Available ( )

FY 2001-02    FY 2002-03    FY 2003-04    FY 2004-05    FY 2005-06

#### REVENUES

#### EXPENDITURES

##### General Fund

##### Administration

Office of Secretary	\$32,355	\$64,711	\$64,711	\$64,711	\$64,711
State Construction	\$89,080	\$178,161	\$178,161	\$178,161	\$178,161
	\$386,938NR				
HUB Office	\$95,826	\$231,652	\$231,652	\$231,652	\$231,652
	\$134,000NR				

**POSITIONS:**                      8                      8                      8                      8                      8

#### PRINCIPAL DEPARTMENT(S) &

**PROGRAM(S) AFFECTED:** Department of Administration: State Construction Office, Office of the Secretary , and Office for Historically Underutilized Businesses.

#### Department of Insurance

**EFFECTIVE DATE:** Sections 8(a) thru 8(e) - July 1, 2001; Section 11.1 – March 1, 2002; Remaining sections of Parts I and II – Jan. 1, 2002. The remainder of the bill – when it becomes law.

#### BILL SUMMARY:

**SUMMARY<sup>1</sup>:** Senate Bill 914 would make changes in the public construction laws to permit greater flexibility and efficiencies in public building design, construction and plan review, primarily through the concept of construction managers at risk, would increase the mandatory performance and payment bond threshold for public construction projects, and would make changes intended to enhance and improve good faith efforts to recruit

<sup>1</sup> From Research Division Committee Counsel.

*and select minority businesses for participation in public construction contracts. The bill would also change the law to provide for construction and design supervisory authority for projects up to \$2 million for the University of North Carolina until December 31, 2006, promote greater energy efficiency in State buildings and make clarifying changes to the scope of practice for landscape architecture.*

**BILL ANALYSIS:** The bill would make the following changes to current law:

**Construction Flexibility for Public Entities (Part I, Sections 1, 2, 3, 5)**

The bill would permit public entities to utilize the services of a construction manager at risk as an alternative construction method. The construction manager, a licensed general contractor, would contract directly with the public entity. The construction manager generally would not perform work on the project, but would provide services to the public entity in preparing and coordinating bid packages, scheduling, controlling costs, value engineering, evaluation, pre-construction services, and administering the construction of the project. The construction manager would guarantee the cost of the project and would be required to provide a performance and payment bond to the public entity.

Contracts by a public entity with a construction management would be excepted from the provisions of Article 8 of Chapter 143 (Procedure for Letting of Public Contracts).

The bill would also make various construction bidding methods available to all levels of government, not just local school administrative units, including the State, counties, cities and other public bodies. These construction-bidding methods would include separate-prime, single-prime, dual bidding, construction management services, and alternative contracting methods. The bill would raise the size of the contracts covered by the formal bid requirements from \$100,000 to \$300,000.

These changes would become effective January 1, 2002 and apply to construction projects for which bids or proposals are solicited on or after that date.

**Dispute Resolution in Public Construction Contracts (Part I, Section 3; Part II, Section 11)**

The bill would require the State Building Commission to develop dispute resolution procedures, including mediation, for subcontractors on State capital improvement projects (Part II, Section 11, G.S. 143-135.26(12)). For all construction and repair projects, public entities would be required to use the Commission's dispute resolution process or adopt another dispute resolution process, and would have to make this process available to all the parties involved in the public entity's construction project. The public entity could set a reasonable threshold, not to exceed \$15,000, concerning the amount in controversy that must be at issue before a party may require other parties to participate in the dispute resolution process. The public entity would determine how the costs of the dispute resolution process would be divided, but at least one-third of the cost would be paid by the public entity if the public entity were a party to the dispute. Finally, the public entity could require by contract that a party participate in mediation as a precondition to initiating litigation concerning a dispute. (Part I, Section 3, G.S. 143-128(g)). These changes would become effective January 1, 2002.

**Minority Participation in Public Construction Contracts (Part I, Sections 1, 3.1, 3.6, and 5.1)**



Current law requires the State to have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each building project, and requires cities, counties, and other public bodies to set verifiable percentage goals for minority participation in building projects.

The bill is intended to enhance and improve minority business participation in public construction contracts by providing for the following:

- In addition to original construction, minority business participation goals (which would remain at 10%) would apply to repair work and work done by a private entity on a facility to be leased or purchased by the State. (The minority participation goals would apply only to projects costing \$300,000 or more). On State projects, the Secretary of the Department of Administration would identify the appropriate percentage goal for each category of minority business as defined in statute based on the particular contract type.
- Local governmental units or other public or private entities that receive State funds for construction work for projects costing more than \$100,000 (including project work done by a private entity on a facility to be leased or purchased by a local government unit) shall be subject to the 10% goal. However, local governments would be permitted to apply for a different verifiable goal that was adopted prior to December 1, 2001 if the local government had and continues to have a sufficiently strong basis in evidence to justify the use of that goal.
- Each entity required to have a verifiable percentage goal would have to make a "good faith effort" to recruit minority participation. Public entities would have to establish the good faith efforts that it will take prior to soliciting bids on a project, and shall require its contractors to make good faith efforts. First tier subcontractors would likewise have to comply with the requirements applicable to contractors as to good faith efforts, and good faith efforts would apply to the selection of a substitute subcontractor.
- All bidders on any construction or repair project would have to identify good faith efforts made to ensure minority business participation, documented as prescribed by statute.
- Before awarding a contract, a public entity would be required to develop and implement a minority business participation outreach plan, attend the scheduled pre-bid conference, notify minority businesses of potential contracting opportunities, and utilize other media likely to inform potential minority businesses of the bid.
- Public entities would have to require bidders to undertake good faith efforts, which would include 1) contacting minority businesses, 2) making the construction plans available for review by prospective minority businesses, 3) breaking down or combining elements of work into economically feasible units to facilitate minority participation, 4) working with minority trade, community or contractor organizations, 5) attending any pre-bid meetings, 6) providing assistance in getting required bonding or insurance or providing alternative to bonding, 7) negotiating in good faith with interested minority businesses, 8) providing assistance to an otherwise qualified minority business in need of equipment or funds to secure financial assistance or supplies, 9) negotiating joint venture and partnership

arrangements with minority businesses, and 10) providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. No later than June 30, 2002, the Secretary would be required to adopt rules establishing points to be awarded for taking each effort and the minimum number of points required. Prior to July 1, 2002 (when the rules will be in place), a bidder must show compliance with at least five of these ten efforts.

- The term "minority business" would be expanded to include businesses owned by socially and economically disadvantaged individuals (as defined by federal law governing federal procurement contracts).
- Public entities would have to report to the Office of Historically Underutilized Business information concerning minority business utilization. Public entities that fail to comply with this requirement would be required to develop a corrective plan. Failure to file a corrective plan or to implement the plan could result in the loss of authority to enter into construction or repair contracts without prior review by the Department of Administration.
- An advisory board would be appointed by the Secretary of the Department of Administration to develop recommendations to improve the recruitment and utilization of minority businesses. These recommendations would be presented to the General Assembly, the State Construction Office, the University of North Carolina, and the community college system.
- For construction or repair work subject to the informal bidding process, public entities would be required to solicit minority business participation, maintain a record of contractors solicited and document efforts to recruit minority business participation, and report information and provide documentation concerning efforts to recruit minority business participation to the Office for Historically Underutilized Business upon the completion of the project.

These changes would become effective January 1, 2002 and apply to construction projects for which bids or proposals are solicited on or after that date.

#### **Construction And Design Administration (Part II, Sections 11, 11.1)**

The bill would make changes to the powers and duties of the State Building Commission, including exemption from plan review for certain projects, expeditious plan review, agency evaluation of energy contracts, open-end design agreements, and dispute resolution procedures. The bill would change the vote by which an alternative contracting method may be approved from 2/3 to a majority. These changes would become effective January 1, 2002. The bill would, beginning March 1, 2002, provide an alternative to begin construction if fire safety reviews of public building specifications are not completed by the Insurance Department within 60 days.

#### **Energy Efficiency in State Buildings (Part III, Sections 12(a)-(g) and 13)**

The bill changes the Guaranteed Energy Savings Contract law to make to applicable to State agencies in addition to local governments as is currently allowed. These changes would become effective when the act becomes law.

#### **Changes in Landscape Architecture Law (Part IV, Sections 13.1(a)-(d))**

The bill would amend the Landscape Architecture statutes to clarify what construction design matters may be performed by landscape architects. This change is to clarify a conflicting overlap of responsibilities with licensed engineers. The bill would also require engineers and landscape architects to enter into a Memorandum of Understanding regarding their respective responsibilities and authorize an LRC study on the subject. These provisions would become effective when the act becomes law.

### **Miscellaneous**

**Section 4** would raise the limit for public bidding from \$100,000 to \$300,000 for construction projects and from \$50,000 to \$90,000 for purchases of apparatus, supplies, materials, or equipment. **Section 4.1** would repeal a local act for Greensboro that had allowed Greensboro a \$70,000 limit for purchases of materials and equipment (less than the proposed limit). **Section 5.2** would add language to G.S. 143-135.5 that would make it the State's policy not to accept bids or proposals from or engage in business with firms that discriminates on the basis of race, gender, religion, national origin, age, physical disability, or any other form of unlawful discrimination in its solicitation, selection, hiring or treatment of another business. **Section 6** would raise the level of contracts for which architectural plans are required for public projects by varying amounts depending on the type of work being done.

**Section 7** would raise the threshold for which performance and payment bonds are required on government projects from \$100,000 to \$300,000. This change is consistent with the changes being made in the competitive bidding laws in elsewhere in the bill.

**Sections 8(a) through (e)** restores The University of North Carolina's exemption from State Construction Office oversight and raises the cap for the exemption from \$500,000 to \$2 million, and continues other construction law exceptions applicable to UNC construction that had expired July 1, 2001. This change would become effective July 1, 2001 and would expire December 31, 2006.

All of Section 10 involves local provisions involving construction law exceptions. **Sections 10. (a) and (b)** would remove the sunset on Johnston County School Board to use the Unitary System Approach model school plan. **Section 10. (c)** would repeal the sunset on the Charlotte-Mecklenburg School Board's authority to use design-built construction for school projects. **Section 10. (d)** would authorize the use of force account by the New Hanover Regional Medical Center. This section would expire December 31, 2007.

**Section 14** would require the University of North Carolina and all other public entities to report annually to the Department of Administration (beginning April 1, 2003) on the effectiveness and cost-benefit of utilization of each of the authorized construction methods used by the public entity.

Except for Sections 8(a) through (e), the above miscellaneous provisions would become effective when the act becomes law.

Note: Sections 3.2, 3.3, 3.4, 3.5, and 9 contain conforming changes.

## **ASSUMPTIONS AND METHODOLOGY:**

### **Department of Administration:**

The Department estimates that this bill will have a fiscal impact on the Office of the Secretary, the State Construction Office and the Office for Historically Underutilized Businesses. The additional costs are primarily related to the implementation of the minority business participation requirements of the bill. The discussion for each of the three divisions follows.

### **Office of the Secretary:**

The Secretary estimates that DOA will need one Attorney III (salary grade 82) at a cost of \$60,944 to provide the legal and policy assistance in drafting rules and implementing statutory requirements set forth in the G.S. §§ 143-128.2, 143-128.3, and 143-135.5 as revised by the bill. These provisions require the Secretary to draft rules establishing points to be awarded for a public entity's good faith efforts at minority business participation and to adopt guidelines for local government units to implement the provisions of G.S. § 143-128.2.

The drafting of rules is a responsibility of the Secretary's legal counsel. However, per the Department, it currently has a significant backlog of rules to be drafted for the 26 divisions within the Department. Thus, it cannot meet the requirements of the bill with existing resources. In addition to drafting the rules, the attorney would also provide assistance with the implementation of the minority business participation goals required by the bill in that the attorney would be involved with challenges to the point system expected from the public entities and the design and construction community.

Fiscal Research believes the Department's need for an additional attorney is a reasonable one. However, we have adjusted their estimate from \$60,944 to \$64,711, annually, based on the minimum salary for the position and benefits at 15.66 percent for social security and retirement and \$2,932 for medical. The recurring cost for fiscal year 2001-02 would be \$32,355, assuming a January 1, 2002 effective date for the position.

### **State Construction Office:**

The State Construction Office expects this bill to increase the responsibilities in historically underutilized business (HUB) reporting requirements, energy conservation reporting, reporting requirements relating to the effectiveness and cost of alternative contracting methods, establishment of administrative rules and in providing additional support and service to the State Building Commission. To meet these additional responsibilities, SCO estimates that it will need 3 additional Building Systems Engineers (salary grade 80) at a cost of \$228,953. One of these positions would be responsible for monitoring minority business participation goals as directed in § 3.1 of the bill, such as ensuring compliance with the good faith efforts that public entities are required by G.S. § 143.128.2(a) and (b) to make. Under G.S. § 143-34, this will require further oversight and involvement of the SCO in the award of contracts. Another would be responsible for drafting the administrative rules for the State Building Commission as directed in § 11 of the bill. Specifically, the State Building Commission has been given

additional responsibility for drafting of administrative rules related to the State's Capital Facilities program. These rules govern the review of plans and specifications and types of projects to be reviewed. In addition, rules for evaluation of energy savings contracts and dispute resolution procedures must be developed. These are all new issues and responsibilities that must be researched and studied by knowledgeable technically educated individuals to assure proper drafting of the rules. In addition, as provided for in § 11.1 of the bill, the State Building Commission may become involved in Department of Insurance responsibilities for review of plans if DOI fails to act on plans within 60 days of submission. This is an expansion of the SBC's duties and powers. The third position would evaluate the use of energy savings contracts and implement energy efficiency goals for all State Buildings as directed in § 12.(f) of the bill. Currently only local governments have the authority to enter into guaranteed energy savings contracts. Under the bill, all state government entities will be able to enter into these arrangements. As part of the SCO's responsibility under G.S. § 143-341, proposals and contracts will have to be reviewed from both a technical and contractual standpoint. This is a new responsibility which will require a technically proficient individual to be involved and dedicated to this new process.

In addition to the additional personnel, the SCO estimates that it will need \$386,938 in nonrecurring funding for equipment and system upgrades. Specifically, it estimates that it will need 20 new computers at a cost of \$35,700 and a new server and additional server ports at a cost of \$14,194. The current computers do not contain enough memory, RAM, or operating space to run the web-based application efficiently. Replacing the server would prevent loss of data due to the increased demands on the system. SCO also estimates that it will need \$300,000 to upgrade Interscope, the SCO's web-based application, to allow public access for tracking of project status. SCO believes the increased requirements of tracking and monitoring alternative contracting methods and minority business participation reporting requirements mandates the enhancements to the system. Finally, SCO estimates that it will need a new copier at a cost of \$37,938 for the printing and distribution of reports, guidelines and information on the changes in the administrative rules and construction statutes to the design and construction community.

Based on our review of the bill, FRD believes that the estimate provided by SCO is reasonable. However, we have adjusted the amount requested for the three positions from \$229,953 to \$178,161, annually. The FRD estimate of the position cost is based on the minimum salary (\$48,812) for a grade 80 positions plus retirement and social security at 15.66 percent (\$7,643) and medical at \$2,932. ( $\$48,812 + \$7,643 + \$2,932 = \$59,387 * 3 = \$178,161$ ). Additionally, though we believe the computer and equipment needs are existing needs within SCO and are not mandated by the bill, we believe the additional requirements of the bill make their need for these items more crucial. Thus, our estimate includes the nonrecurring cost of \$386,938 for computers, equipment and system upgrades. The recurring cost for fiscal year 2001-02 would be \$80,080 assuming a January 1, 2002 effective date for the positions.

The State Construction Office notes that this bill does not in any significant matter decrease the current workload of the SCO staff. The only duty it eliminates is the review of University projects less than \$2,000,000. Review of projects since 1988 indicates that this equates to less than 30 per year on average. Currently under \$500,000 projects are not

reviewed by the SCO. Current projects in house are approximately 1,500. All claims associated with the University projects would continue to be heard by the SCO. The new mediation process does not eliminate the SCO from the claims process. One of the reasons stated by the University system to us in their request to increase the threshold from \$500,000 to \$2,000,000 was so the SCO could concentrate on the larger projects (over \$2million) and enhance their reviews and improve turnaround times. Under Part I of the legislation, the CM at Risk construction method will not eliminate the SCO under GS 143-341 in contract negotiation preparation or oversight. The SCO will still be involved with bid protest and claims from subcontracts.

### **Office of Historically Underutilized Businesses.**

The HUB Office estimates that the bill will increase its responsibilities in the following ways:

#### **1. Proposed 143-128.2(a):**

- Currently under 143-128, the HUB Office works and interacts with over 230 state entities, which includes – state agencies, community colleges, public schools and state universities.
- Under proposed 143-128.2(a) – In addition to the aforementioned 230 state entities, the HUB Office would be responsible for working private entities and local units of government that receive certain state funds.
- DOA would be responsible for determining compliance of 10% goal set for private entity and local government projects.
- In addition, the Secretary would be responsible for identifying appropriate verifiable goals for state projects, based on specific contract types.
- Under subsection (b), the HUB Office would be responsible for determining the public entities' compliance of bid solicitation, notification and good faith.
- Under subsection (c), the HUB Office would be responsible for determining each bidder's compliance of bid solicitation, notification and good faith, which would include reviewing "good faith affidavit" that would be required to be submitted with each bid.
- Under subsection (e), public entities would have to implement a minority business outreach plan to identify and utilize minority bidders.
- Under subsection (f), the public entities would have to require their bidders to undertake good faith efforts, in which the Secretary would be responsible for the establishing and implementing a "points system" for good faith effort.
- Under subsection (g), DOA/HUB Office would have to implement a new category of minority persons, which would include "socially and economically" disadvantaged as defined by federal regulation, 15 U.S.C. 637. Currently, HUB status only focuses on ownership, and not social and economic standards.

2. **Proposed 113-315.36 for NC Seafood Industrial Park:**  
Proposed GS 143-128(2) applies to the NC Seafood Industrial Park, therefore, DOA/HUB guidelines and oversight would be required for projects as outlined by this provision.
3. **Proposed GS 143B-437.29 Contracting with minority businesses**  
Requires the Authority to comply with policies as 143-128.2, 143-135.5 and Executive Order 150; which would require DOA/HUB to review, monitor and determine compliance.
4. **Proposed 143-128.3 Minority Business Participation Administration**
  - **Under subsection (a)**, all public entities subject to GS 143-128.2, which would include in addition to the state entities, private entities and local units of government, would be required to submit to DOA/HUB Office – information on each building project that illustrates the entities’ verifiable goal, good faith efforts and minority business utilization for each project.
  - DOA/HUB Office would have to compile data “quarterly” from the University System and the State Board of Community Colleges. All other entities would be required to report “semi-annually.”
  - DOA Secretary would have to report to the Joint Legislative Committee on Government Operations – every six months.
  - The aforementioned items under subsection (a) would require additional and extensive data collection and reporting requirements, not currently provided by DOA and/or HUB Office.
  - **Under subsection (b)**, the Secretary would be responsible for “notification of failure to comply with 143-128.2”.
  - In addition, under this subsection, the Secretary would be responsible for reviewing correction action plans and implementing sanctions for non-compliance.
  - The Secretary would be responsible for handling grievances and legal challenges to in contested cases.
  - **Under subsection (c)**, the Secretary would be responsible for “notification of failure to comply with 143-128.2”.
  - The Secretary shall study and make recommendations to the General Assembly and state agencies on how to improve the effectiveness and efficiency of the State capital facilities and minority business participation and good faith efforts as outlined in 143-128.2.
  - **Under subsection (d)**, the Secretary is responsible for appointing an advisory board to develop recommendations to improve recruitment and utilization of minority businesses. Additional resources would be required to staff this function; as well as provide travel reimbursement expenses to board members.
  - The Secretary would be responsible for providing guidance to agencies with increasing minority business participation, which could include breaking down or combining construction packages that would be economically feasible for minority business participation.

- **Under subsection (e)**, the Secretary is responsible adopting rules for State entities, University system, Community College system and local units of government to implement GS 143-128.2.
  - **Under subsection (f)**, the Secretary would be required to report findings and recommendations as required under this section to the Joint Legislative Committee on Governmental Operations “annually”
- 5. Proposed 143-131 – Informal Bids for counties, cities, towns and other subdivisions:**
- **Under subsection (b)**, all public entities are report to DOA/HUB Office project data such as project type, dollar amount, minority business participation and documentation of efforts to recruit minority participation. “upon completion of each project.”
  - This function will increase data collection for project under the informal letting process.
- 6. Proposed 143-135.5 – State Policy; cooperation in promoting the use of small, minority, physically handicapped and women business contractors.**
- **Under subsection (b)**, the Secretary will provide data for enforcement of anti-discrimination policy and be responsible for data collection on businesses sited for anti-discrimination as set forth by 143-135.5 (b).

To meet these additional responsibilities, HUB estimates that it will need four additional professional level positions (salary grade 75) at a total cost of \$280,000 as well as \$30,000 for position upgrades. These positions would work with projects providing job-site interaction to audit for compliance with the good faith efforts requirements and to ensure the accuracy of the affidavits submitted by the contractors. They would assist the prime contractors and construction managers with implementation of the minority business participation requirements required by this bill. They would also review the public entities compliance with the good faith efforts requirements of the bill. One of the positions would also have some responsibility for certification of minority businesses.

The HUB Office received a nonrecurring appropriation for fiscal year 2001-2002. It believes that this funding will allow it to also meet the outreach requirements of the bill. However, on a recurring basis, it believes it will need \$40,000 to continue the outreach efforts.

The HUB Office also estimates that it would need \$9,000 for computers for the new positions and \$125,000 to upgrade its automated system to provide for electronic receipt of the required reports from the public entities, more accurate and efficient reporting, and tracking and monitoring of compliance with the minority participation requirements.

The Fiscal Research Division believes the identified needs are reasonable. However, we have adjusted their estimate for the positions from \$280,000 to \$191,652. Our estimate is based on the minimum salary (\$38,891) for a grade 75 position plus 15.66 percent for social security and retirement (\$6,090), and \$2932 for medical. ( $\$38,891 + \$6,090 + \$2,932 = \$47,913 * 4 = \$191,652$ ). Also, our estimate does not include the requested funding for position upgrades as this is an existing need that is not mandated by this bill.



And, we have not adjusted the estimate of the nonrecurring cost for equipment and computer upgrades. The first year recurring cost would be \$95,826 assuming a January 1, 2002 effective date for the positions.

**Department of Insurance:**

Section 11.1 requires the Commissioner of Insurance to review plans subject to G.S. 58-31-40 within 30 days of submission. It also allows an additional 30-day extension if necessary to complete the review. The turnaround time for completing reviews depends on the number of plans as well as on whether the plans have been submitted accurately and completely. Currently, the DOI has 7 reviewers for plans submitted by the community colleges and for private structures and the turnaround time is approximately 28 days. There are 6 reviewers for state projects and the turnaround time is approximately 20 days. Substantial increases in the number of plans may increase the turnaround time for reviewing plans. However, without an estimate of the number of plans that will be submitted, the Department cannot provide an estimate of the extent of the additional resources, if any, it may need to continue to review plans within 30 days of submission.

**TECHNICAL CONSIDERATIONS:**

**FISCAL RESEARCH DIVISION 733-4910**

**PREPARED BY:** Marilyn Chism

**APPROVED BY:** James D. Johnson

**DATE:** November 29, 2001



**Signed Copy Located in the NCGA Principal Clerk's Offices**

**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:** Alyssa Harris, Public Health Director  
**DATE:** 02/28/2022  
**SUBJECT:** RCHD - Environmental Health - Marsh Agreement

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Please see attached.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo_Marsh Agreement	2/28/2022	Cover Memo
Marsh Settlement Agreement	2/28/2022	Backup Material



**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

**To:** Rowan County Board of Commissioners  
**CC:** Aaron Church, County Manager  
**From:** Alyssa Harris, Public Health Director  
**Date:** February 28<sup>th</sup>, 2022  
**RE:** Environmental Health – Marsh Agreement

Please find the attached documentation for the Marsh Agreement.

1. Email with Jay Dees, County Attorney
2. Marsh Settlement Agreement - FINAL

## **SETTLEMENT AGREEMENT AND RELEASE**

Eric Marsh, Cheryl Marsh, Bryan Marsh and Kimberly Marsh (collectively the “Marshes”) enter this Agreement in release and settlement of any and all claims against the North Carolina Department of Health and Human Services (“DHHS”), including the Division of Public Health (“DPH”), Rowan County, and the Rowan County Health Department (“RCHD”).

The parties to this Agreement agree and stipulate that:

1. Eric and Cheryl Marsh are the owners of property located at 575 Paulownia Drive in Rowan County, North Carolina (“Paulownia property”). Bryan and Kimberly Marsh are the owners of the house located at 575 Paulownia Drive on the Paulownia property.

2. DPH, as a division of DHHS, is responsible for the enforcement of rules and statutes regulating on-site wastewater systems and environmental health specialists in RCHD act as agents of DHHS for enforcement of such rules and statutes.

3. Eric Marsh was issued an Improvement Permit and a Construction Authorization on April 17, 2017, to serve a 3-bedroom residence on the Paulownia property.

4. On February 5 and 6, 2019, RCHD visited the site for a final inspection, but an Operation Permit was not issued. Mr. Marsh contacted the RCHD for his Operation Permit so he could move into his residence. RCHD visited the property and determined the system was not installed according to the 15A NCAC 18A .1900 rules and could not issue an Operation Permit. On May 26, 2021, Adrian Pruett, with RCHD, and Kevin Neal, with DPH, met with Bryan Marsh to evaluate the system installation and possibly locate another wastewater system location on the property. A new location for the wastewater system was located and Adrian Pruett issued a new Improvement Permit and Construction Authorization for a two-bedroom dwelling on June 1, 2021,

which required utilizing the effluent pump that was installed for the original system with 350 feet of low-profile chamber including a soil cap. The wastewater system was installed and inspected by RCHD. An Operation Permit was issued on August 2, 2021.

5. The Marshes claim that RCHD improperly permitted the site and that RCHD and DHHS are responsible for the additional costs arising from the need to install a new wastewater system in a new location.

Based upon the foregoing stipulations, and in consideration of the compromise of any claims arising from the matters set out herein and the payment of the sums set out herein, the Marshes, DHHS and RCHD voluntarily and knowingly execute this Settlement Agreement and Release with the express intention of effecting the extinguishment of any and all rights, claims, demands or obligations which the Marshes have or may have against DHHS, DPH, Rowan County, and RCHD on account of, connected with, growing out of or in any way arising out of the matters referred to herein.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree to the following terms:

1. DHHS and RCHD will pay fifteen thousand three hundred and fifty dollars (\$15,350), which includes the costs for the difference between the installation of the original system pursuant to the original Improvement Permit/Construction Authorization and the installation of a new system pursuant to the new Construction Authorization permitted on the Paulownia property, in complete settlement of the matter set out herein. The actual cost of the system will be paid to the Marshes by DHHS and RCHD, each paying fifty percent of the actual cost not to exceed seven thousand six hundred seventy-five dollars (\$7,675).

2. The Marshes have installed the permitted wastewater system, as designated by the new Construction Authorization issued by RCHD on June 1, 2021, and an Operation Permit was issued on August 2, 2021, on the Paulownia property in accordance with all state and local laws and rules, including all applicable permits, authorizations, and approvals from RCHD, and agree to properly operate and maintain the wastewater system in accordance with state and local laws and rules.

3. The parties agree that costs for the work which has been completed, which includes(a) clearing the new location for system installation; (b) 350 feet of low profile chamber; (c) pressure manifold; (d) supply lines; (e) soil cover; and, (f) associated plumbing and electrical and all labor or services required for the installation of such items as specified in the Construction Authorization, are included in the payment provided by DHHS and RCHD in accordance with this Agreement. DHHS and RCHD shall bear no financial responsibility beyond the scope of work specified in the Construction Authorization and the amount specified in this Agreement.

4. The parties agree that the Marshes or their heirs, successors and assigns will perform all required operation and maintenance of the wastewater system for so long as the wastewater system and all such costs are solely the responsibility of the Marshes or their heirs, successors and assigns.

5. For the sole and only consideration of a total amount stated above in paragraph 1, the undersigned the Marshes, for their heirs, executors, administrators, successors and assigns, do RELEASE AND FOREVER DISCHARGE DHHS, including DPH, Rowan County, RCHD, and their present or former officers, employees, agents and servants, and anyone or any entity existing, both individually, and otherwise, specifically including but not limited to Steve Cannon, Robert Nations, Adrian Pruett, Jon Fowlkes, and Kevin Neal, of and from any and all, known or unknown,

claims, demands, damages, actions, causes of action of whatever kind or nature, for the evaluation, issuance, denial, suspension, or revocation of any wastewater permits and authorizations, specifically including but not limited to any repairs or authorizations for repairs of systems, or for any evaluation, preparation, excavation, or installation related to any wastewater systems on the Paulownia property or the installation, operation or maintenance of the wastewater system on the Paulownia property, in any way connected to, either directly or indirectly, the approval or operation of a wastewater system on such property, or for any alleged breach of duty, neglect, violation of constitutional rights, financial losses, lost wages or income, interest or mortgage rates, recoupment of expenses, payments to third parties, emotional distress, pain and suffering, and any and all other damages on account of or arising from the matters set out herein.

6. The Marshes acknowledge and agree that the release and discharge set forth herein is a general release of all claims on their behalf. The Marshes understand that this release is made as a compromise to avoid expense and to terminate all controversy and/or claims for damages or injuries, subrogation and third-party or otherwise, of whatever nature, known or unknown, including future developments thereof, in any way growing out of or connected to the matters set out herein. The Marshes expressly waive and assume the risk of any and all claims for damages, including any claims that they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and that, if known, would materially affect their decision to enter into this Settlement Agreement and Release.

7. The Marshes understand and agree that the sums paid by DHHS and RCHD are solely by way of compromise of any claims and are not to be construed as an admission of wrongdoing or liability, and DHHS, DPH, Rowan County, and RCHD specifically deny any wrongdoing or liability.

8. Nothing in this Agreement shall relieve the Marshes of their responsibility to comply with applicable rules and statutes for wastewater systems.

9. If either party fails to abide by the terms of this Agreement, the other party shall enjoy any applicable remedy at law to enforce the terms of this Agreement.

10. The parties understand and agree that they have read and reviewed this instrument and that this instrument contains the entire Agreement between the parties hereto, that the terms of this Settlement Agreement and Release are in full settlement of all claims and are not mere recitals.

11. The parties understand and agree that the terms of this Settlement Agreement and Release are set out herein in their entirety and that no part of this Settlement Agreement and Release may be changed in any way unless the change is made in writing and signed by all parties.

12. This Agreement becomes binding on the parties hereto only when signed by all named parties. The parties agree that the parties may sign facsimile or electronic copies of this Agreement and it will have the same effect as an original signature, and signatures may be signed on separate pages and still have full force and effect.

In witness whereof, the parties hereto have executed this Settlement Agreement and Release on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and have set forth their signatures and seals with the intention of executing this document under seal.

\_\_\_\_\_  
Eric Marsh

\_\_\_\_\_  
Cheryl Marsh

\_\_\_\_\_  
Mark T. Benton  
Assistant Secretary for Public Health  
DPH, DHHS



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Bryan Marsh

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Kimberly Marsh

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Aaron Church  
Rowan County Manager on behalf of  
Rowan County and RCHD

**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:** Alyssa Harris, Public Health Director  
**DATE:** 02/28/2022  
**SUBJECT:** RCHD - 2022 Clinical Fee Schedule - Updated

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After Rowan County Public Health passed the Fee Schedule, Medicaid updated fees.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo_Fee Schedule	2/28/2022	Cover Memo
RCHD Fee Schedule 21-22_Updated	2/28/2022	Backup Material



**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

## Memo

To: Rowan County Board of Commissioners  
From: Alyssa Harris, Public Health Director  
Meredith Littell, Nursing Director  
Date: February 28, 2022  
Re: Rowan County Health Department - Updated Clinical Fee Schedule for COVID19 fees

### Situation:

The Rowan County Health Department Personal Health Services Fee Schedule is updated annually and on an as-needed basis when fees change from Center for Medicaid and Medicare Services.

### Background:

Medicaid provided an increase in the reimbursement the Rowan County Health Department can receive for vaccine administration from \$45 to \$65. This fee covers the cost of the vaccine and administration of the vaccine.

### Assessment:

The current fee schedule is now updated to reflect this change in the amount that CMS will reimburse the Rowan County Health Department can receive for this service.

### Recommendations:

The Rowan County Health Department respectfully requests Board of Commissioner's approval of the updated fee schedule. The Rowan County Board of Health approved the fee schedule at the meeting on Tuesday, February 8, 2022.

<b>CPT Code</b>	<b>Service Description</b>	<b>Approved Fee effective 01/01/2021</b>	<b>Proposed Fee 2021-2022</b>
New Patient Preventive Visits			
99381	Initial/New preventive < 1 year	\$325.00	
99382	Initial/New preventive 1 - 4 years	\$325.00	
99383	Initial/New preventive 5-11 years	\$350.00	
99384	Initial/New preventive 12 - 17 years	\$340.00	
99385	Initial/New preventive 18 - 39 years	\$325.00	
99386	Initial/New preventive 40 - 64 years	\$326.00	
99387	Initial/New preventive > 65 Years	\$325.00	
Established Patient Preventive Visits			
99391	Established Preventive < 1 year	\$290.00	
99392	Established Preventive 1 - 4 years	\$290.00	
99393	Established Preventive 5 -11 years	\$300.00	
99394	Established Preventive 12 - 17 years	\$290.00	
99395	Established Preventive 18 - 39 years	\$279.00	
99396	Established Preventive 40 - 64 years	\$326.00	
99397	Established Preventive > 65 years	\$300.00	
New Patient Evaluation & Management Visits			
99201	New-Problem Focused	\$125.00	
99202	New-Expanded Focused	\$200.00	
99203	New-Detailed/Low Complexity	\$275.00	
99204	Complexity	\$425.00	
99205	New-Comprehensive/HighComplexity	\$495.00	
00000	No Charge Visit		
Established Patient Evaluation & Management Visits			
99211	Established-Nurse Encounter (no MD required)	\$50.00	
99212	Established-Problem Focused	\$125.00	
99213	Established-Expanded /Low Complexity	\$195.00	
99214	Complexity	\$275.00	
99215	Established-Comprehensive/High Complexity	\$345.00	
T1002	RN service up to 15 minutes	\$75.00	

Tele Health Services (Phone Only)			Remove, will only pay if audio & visual is used
99441	Telephone E/M 5-10 Minutes	\$14.45	
99442	Telephone E/M 11-20 Minutes	\$28.15	
99443	Telephone E/M 21-30 Minutes	\$41.15	
CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
Immunizations			
90474	injectable	\$20.45	
90473	Admin of intranasal/oral only vaccine	\$20.45	
90472	Admin. Each additional vaccine	\$20.45	
90471	Admin. Single vaccine	\$20.45	
90632	Adult Hepatitis A-IM	\$50.00	
90702	<del>DT Pediatric IM</del>	<del>\$50.00</del>	Remove
90700	DTaP-Pediatric-IM	\$24.00	
90651	Gardasil 9-IM	\$210.00	\$240.00
90633	Hepatitis A-Ped/Adol.-IM	\$50.00	\$35.00
90746	Hepatitis B vaccine-Adult-3 dose	\$57.00	\$65.00
90739	Hepatitis B vaccine-Adult 2 dose	\$90.00	\$95.00
90744	Hepatitis B vaccine-Pediatric or Adolescent-IM	\$26.00	
90648	HIB-4 dose schedule-IM; (ActHIB, Hiberix)	\$16.00	
90713	IPV (Inactivated Polio Virus)-SQ or IM	\$35.00	
90696	Kinrix, only for age 4-6 year booster dose of DTaP and Polio (IPV)	\$58.00	
90734	Meningococcal (Menactra)-IM	\$115.00	\$130.00
90707	MMR-SQ	\$75.00	\$85.00
90723	Pediarix-IM	\$72.00	
90698	Pentacel, do not administer to anyone over 4 years of age-IM	\$90.00	
90670	Pneumococcal 13 valent conjugate vaccine ≥; (PVC 13)-IM (Prevnar)	\$180.00	\$210.00
90710	ProQuad - Measles, Mumps, Rubella, Varicella (MMRV)-SQ	\$210.00	\$245.00
90688	Quadrivalent Flu Vaccine 6 months and older-IM	\$20.00	
90687	<del>Quadrivalent Flu Vaccine, 6 months-35 months IM</del>	<del>\$10.00</del>	Remove, see above code
90675	Rabies pre-exposure vaccine or booster-IM, per dose (3 dose schedule)	\$280.00	\$285.00

90680	Rotavirus Vaccine (RotaTeq)-oral, for use $\geq$ 6 weeks through 7 months	\$90.00	
90714	Td-IM (Tenivac)	\$45.00	
90715	Tdap-IM	\$50.00	
90636	Twinrix (Hepatitis A and Hepatitis B)-IM	\$90.00	
90716	Varicella Immunization-SQ	\$135.00	\$ 145.00
90736	<del>Zoster (Shingles, Zostavax) SQ</del>	<del>\$225.00</del>	Remove
90750	Zoster (Shingles, 2 doses required, Shingrix)-IM	\$150.00	\$160.00
0001A	Administration of Pfizer BioNTech COVID-19 Vaccine-1st Dose	N/A	\$65.00
0002A	Administration of Pfizer BioNTech COVID-19 Vaccine-2nd Dose	N/A	\$65.00
0003A	Administration of Pfizer BioNTech COVID-19 Vaccine-3rd Dose	N/A	\$65.00
0004A	Administration of Pfizer BioNTech COVID-19 Vaccine-Booster Dose	N/A	\$65.00
0011A	Administration of Moderna COVID-19 Vaccine-1st Dose	N/A	\$65.00
0012A	Administration of Moderna COVID-19 Vaccine-2nd Dose	N/A	\$65.00
0013A	Administration of Moderna COVID-19 Vaccine-3rd Dose	N/A	\$65.00
0064A	Administration of Moderna COVID-19 Vaccine-Booster Dose	N/A	\$65.00
0031A	Administration of Janssen COVID-19 Vaccine-1st Dose	N/A	\$65.00
0034A	Administration of Janssen COVID-19 Vaccine-Booster Dose	N/A	\$65.00
0071A	Administration of Pfizer BioNTech COVID-19 Vaccine, Pediatric-1st Dose	N/A	\$65.00

0072A	Administration of Pfizer BioNTech COVID-19 Vaccine, Pediatric-2nd Dose	N/A	\$65.00
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<b>CPT Code</b>	<b>Service Description</b>	<b>Approved Fee effective 01/01/2021</b>	<b>Proposed Fee 2021-2022</b>
G0008 Medicare Code Only	Flu Vaccine Administration	\$20.45	
G0010 Medicare Code Only	Hep B Vaccine Administration	\$20.45	
<b>Clinical Laboratory</b>			
Lab Handling			
36415	Collection of Venous Blood by Venipuncture	\$13.00	
36416	Collection of Capillary Blood Specimen	\$12.00	
99000	Lab handling fee	\$15.00	
<b>In House Labs</b>			
82947	Glucose random	\$15.00	
87081	GC Culture	N/C	
87205	Gram Stain, smear	N/C	
82270	Hemocult	\$10.00	
85018	Hgb (fingerstick)	\$9.00	
83037	Hemoglobin A1C	\$21.00	
80061	Cholesterol, in-house testing (T. Chol, HDL, Triglycerides)	\$45.00	
81025	Urine pregnancy test	\$30.00	
87880	Streptococcus, Group A; Rapid test	\$30.00	
81002	Urinalysis by dipstick	\$10.00	
82120	Amines, vaginal fluid	\$10.00	
83986	Vaginal pH	\$10.00	
87210	Wet Mount/prep	\$20.00	
89060	Fern Test	\$15.00	
<b>State Labs</b>			
83655	Blood Lead	N/C	
87265	Bordetella Pertussis Swab	N/C	
87252	Herpes Virus Culture	N/C	
86703	HIV-1 Antibody and HIV-2 Antibody, single result	N/C	
87501	Influenza test	N/C	
87177	Ova and parasites; stool	N/C	

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sheriff Kevin Auten  
**DATE:** February 28, 2022  
**SUBJECT:** Declare Tasers As Surplus and Donate to Local Agencies

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memorandum and Supporting Documentation	2/28/2022	Cover Memo





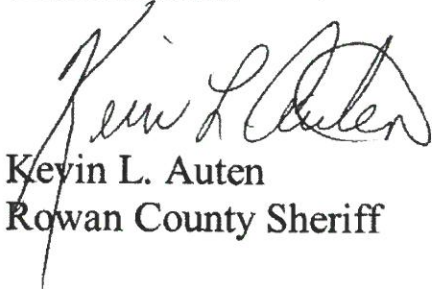
**ROWAN COUNTY SHERIFF'S OFFICE**  
**KEVIN L. AUTEN, SHERIFF**

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

**Memorandum**

To: Aaron Church, Rowan County Manager  
From: Sheriff Kevin Auten  
Ref: Declaring Axon X26P Tasers as Surplus and Donating to Local Agencies  
Date: February 25, 2022

Over the last several years the Rowan County Sheriff's Office has transitioned from an older model of Taser to much newer models. Currently there are multiple Taser X26P devices in storage that are of no use or value to this agency. I have attached requests from three of our local municipalities for the County to donate these devices to be used for parts as these agencies currently use the X26P. Updating to newer tasers would be costly for these smaller agencies so receiving assistance would be of great value. I formally request the dated Taser X26Ps that are listed on the attached documents be deemed surplus and given to the requesting agencies. I am certainly available for any further conversation. Thank you for your consideration.

  
Kevin L. Auten  
Rowan County Sheriff

DETENTION CENTER  
PHONE (704) 216-8770  
FAX (704) 216-8731  
JAIL ANNEX (704) 216-7900

[WWW.ROWANSHERIFF.ORG](http://WWW.ROWANSHERIFF.ORG)

LANDIS OFFICE  
PHONE (704) 216-8742  
FAX (704) 857-3640





# ROWAN COUNTY SHERIFF'S OFFICE

## KEVIN L. AUTEN, SHERIFF

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

Date: February 21, 2022

Re: Axon Taser X26P and accessories

The Rowan County Sheriff's Office is decommissioning the older Axon X26P Taser CEW equipment. The Rowan County Sheriff's Office has purchased new models of CEW equipment from Axon and no longer utilize the older equipment.

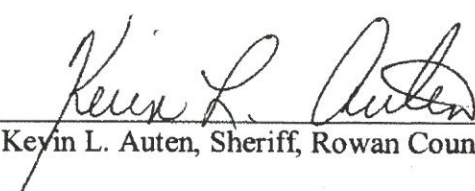
The Rowan County Sheriff's Office has been contacted by Chief Bost, with the Rockwell Police Department, requesting a number of X26P tasers and accessories be donated to his department.

The following X26P tasers, holsters, batteries and cartridges have been deemed surplus equipment:

Serial Numbers:

X12009PCX  
X1200CFW7  
X12004D67  
X12009PDX  
X12002X9N  
X12005605  
X1200707Y  
X1200701K  
X12009R89  
X12009PD3

Released by: X

  
Kevin L. Auten, Sheriff, Rowan County Sheriff's Office

2/25/22

DETENTION CENTER  
PHONE (704) 216-8770  
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JAIL ANNEX (704) 216-7900

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LANDIS OFFICE  
PHONE (704) 216-8742  
FAX (704) 857-3640





## ROCKWELL POLICE DEPARTMENT

POST OFFICE BOX 506  
303 W. MAIN STREET  
ROCKWELL, NORTH CAROLINA 28138-0506  
PHONE 704-279-3420 FAX 704-279-6431  
*Hugh W. Bost, Jr., Chief of Police*



February 21, 2022

Sheriff Kevin Auten  
Rowan County Sheriff Dept  
232 N Main St  
Salisbury, NC 28144

Sheriff Auten:

As a Captain with your SD Division, I know that the Sheriff's Dept. has transitioned to the new Taser 7, and that you most likely have a lot of the Taser X26P' devices that are still usable and in current standards.

The current Tasers we have in service, are the older version X26 that is no longer in production and parts are no longer available. I have had 2 tasers this week that stopped working due to battery failure and it has left us short so we now have officers without that option. We currently do not have funds in this year's current budget for make the transition to the Taser 7, and are looking for a "stop-gap" solution.

If your could spare 8-10 of your Taser X26P devices that are surplus, would be greatly appreciated by myself, our officers, and the Town of Rockwell Police Dept..

Thanks in advance for your time and consideration.

A handwritten signature in black ink, appearing to read "Hugh W. Bost Jr.", with a long horizontal line extending to the right.

Chief Hugh Bost Jr.  
Rockwell Police Dept.

HWB./ms





# ROWAN COUNTY SHERIFF'S OFFICE

## KEVIN L. AUTEN, SHERIFF

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

Date: February 21, 2022

Re: Axon Taser X26P and accessories

The Rowan County Sheriff's Office is decommissioning the older Axon X26P Taser CEW equipment. The Rowan County Sheriff's Office has purchased new models of CEW equipment from Axon and no longer utilize the older equipment.

The Rowan County Sheriff's Office has been contacted by Acting Chief File, with the Spencer Police Department, requesting a number of X26P tasers and accessories be donated to his department.

The following X26P tasers, holsters, batteries and cartridges have been deemed surplus equipment:

Serial Numbers:

X12009PCW

X12009P9F

X1200320M

X12006XKM

X12002XC7

X12009M7M

X12007023

X120031X6

X12009R69

X1200CFXR

Released by: X

*Kevin L. Auten* 2/25/22  
Kevin L. Auten, Sheriff, Rowan County Sheriff's Office

DETENTION CENTER  
PHONE (704) 216-8770  
FAX (704) 216-8731  
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LANDIS OFFICE  
PHONE (704) 216-8742  
FAX (704) 857-3640





## OFFICE OF THE POLICE CHIEF

Post Office Box 45 Spencer, NC 28159-0045

704.633.2231 Ext. 16 Ofc.

704.633.3837 Fax

<http://www.ci.spencer.nc.us>

February 24, 2022

Sheriff Kevin Auten,

It is my understanding that the Sheriff's Office has transitioned to the new Taser 7 CEW. As such, we understand that you may still have some remaining used Taser X26P CEW units available in your inventory. A majority of our agency is currently still utilizing original Taser X26 models that are approaching 20 years old, and are no longer repairable. We would like to request a donation of ten X26P CEW's, if your agency still has those available. Our officers and I would be grateful for any number of units you may be able to assist us in replacing. Thank you for your consideration of this request.

Respectfully,

Michael J. File  
Acting Chief of Police  
Spencer Police Department





# ROWAN COUNTY SHERIFF'S OFFICE

## KEVIN L. AUTEN, SHERIFF

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

Date: February 21, 2022

Re: Axon Taser X26P and accessories

The Rowan County Sheriff's Office is decommissioning the older Axon X26P Taser CEW equipment. The Rowan County Sheriff's Office has purchased new models of CEW equipment from Axon and no longer utilize the older equipment.

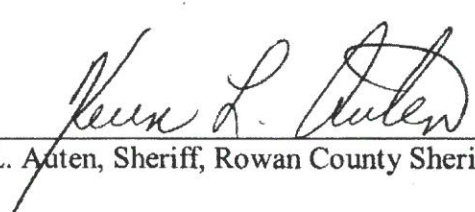
The Rowan County Sheriff's Office has been contacted by Chief Jessup, with the Cleveland Police Department, requesting a number of X26P tasers and accessories be donated to his department.

The following X26P tasers, holsters, batteries and cartridges have been deemed surplus equipment:

Serial Numbers:

X12009R8T  
X12009R6C  
X120031A1  
X12006YV0  
X12006XXN  
X12009R5A  
X12009PE2  
X12009PAR  
X1200CFV1  
X12002XCN  
X1200561D  
X1200AYA8

Released by: X

  
Kevin L. Auten, Sheriff, Rowan County Sheriff's Office

2/25/22

DETENTION CENTER  
PHONE (704) 216-8770  
FAX (704) 216-8731  
JAIL ANNEX (704) 216-7900

[WWW.ROWANSHERIFF.ORG](http://WWW.ROWANSHERIFF.ORG)

LANDIS OFFICE  
PHONE (704) 216-8742  
FAX (704) 857-3640





## *Cleveland Police Department*

100 N Depot St, P.O. Box 429 Cleveland, North Carolina 27013

p 704-278-1900 f 704-278-0749

RE: Taser X26P

August 10<sup>th</sup>, 2021

Sheriff Kevin Auten,

I understand that the RCSO has transitioned to the new Axon Taser 7 CEW. As a small municipality, we cannot always keep up with the newest technology and find it adequate to request "hand me down" equipment from time to time. If your department has enough of these, I would like to request six to ten Taser X26P CEW's, with all necessary equipment, to be donated to the Cleveland Police Department. This equipment, while outdated for your department, will increase the technology that our department currently uses. Our officers and I would greatly appreciate this donation and they would be implemented upon receipt. Thank you for your time and consideration in this matter.

Respectfully,

A stylized, handwritten signature in black ink, appearing to read "Jon M Jessop".

Jon M Jessop  
Chief of Police  
Cleveland Police Department



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Kelly Natoli, Assistant County Manager/HR Director  
**DATE:** 03-02-22  
**SUBJECT:** Request From ITS to Reclassify Position of Technology Support Analyst II

---

The Information Technology Services department requests to have one Technology Support Analyst II (210013) position reclassified to Technology Support Analyst I. This would reduce the grade classification from a 17 to 15. This request would result in a salary/benefits savings to the County of approximately \$5,714/annual. A cost worksheet is attached.

By creating levels for the Technology Support Analyst positions, ITS hopes to improve recruiting efforts, allow for growth opportunities, and reduce turnover.

Given this is a request for a reduction in position classification to allow for a more appropriate fit for IT support needs within the County; Information Technology kindly requests approval of this reclassification.

Reclassify one position of Technology Support Analyst II to Technology Support Analyst I.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cost Worksheet	3/2/2022	Backup Material



**ROWAN COUNTY**  
**PAYROLL WORKSHEET**  
**POSITION DETAIL - NON-LEO**

**2022 BUDGET YEAR**

Key in gray sections only

Department Name	Information Technology Services				
Position Title	Reclassify one Technology Support Analyst II to Technology Support Analyst I				
Hours <i>(per week)</i>	40	decrease	\$ 4,716.00	Grade	from grade 17 to 15
Position Title, Salary, Grade - confirmed with Human Resources:		X	Yes		No

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ (4,716.00)		\$ -	\$ (4,716.00)
	\$910 /				
Health Insurance	Mo		-	-	-
Medicare	1.45%	(69.00)		-	\$ (69.00)
Retirement	10.21%	(482.00)		-	\$ (482.00)
Social Security	6.20%	(293.00)		-	\$ (293.00)
Workers Comp (Varies)	0.25%	(12.00)		-	\$ (12.00)
401(k)	3.00%	(142.00)		-	\$ (142.00)
Total Salary / Benefits		(5,714.00)	-	-	(5,714.00)
<u>Other Costs</u>					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		\$ (5,714.00)	\$ -	\$ -	\$ (5,714.00)

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Kelly Natoli, Assistant County Manager/HR Director  
**DATE:** 03-02-2022  
**SUBJECT:** Request for Public Hearing to Consider Changes to Personnel Ordinance and Policy

---

The Board is asked to set a public hearing for March 21, 2022 to consider proposed revisions to the Rowan County Code of Ordinances, Chapter 2 Administration, Article II Personnel Sec. 2-35 and corresponding Personnel Policy 9.13.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Personnel Ordinance Proposed Revisions	3/2/2022	Backup Material
Personnel Policy Proposed Revisions	3/2/2022	Backup Material

## Proposed Revisions to Rowan County Code of Ordinances

### Article II – Personnel Sec. 2-35

#### **~~Sec. 2-35. – Employees prohibited from service on boards, committees, etc.~~**

~~(a) County employees are hereby prohibited from serving on any board, committee, council or commission where appointments are made by the board of commissioners or where funding is provided by the county, including special study committees appointed for the purpose of recommending funding or policy. Employees currently serving on boards, committees or commissions shall be allowed to complete their appointed term, however, they shall not be reappointed.~~

~~(b) This policy does not prohibit county employees from serving either in an ex-officio capacity on any of the above boards, committees, councils or commissions, or when such service is deemed by the board of commissioners to be in the best interests of the county.~~

## Proposed Revisions to Policy

### 9.13 Employees Serving on Boards, Committees, Etc.

A. ~~Applicability – this policy applies to:~~

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

- B. ~~Any citizen of the County is eligible to serve on appointed boards or commissions of the County where such appointment is not prohibited by State or federal statute. All appointments are made according to the applicable statute, ordinance, resolution, or policy that created the board, council, or commission.~~
- C. ~~County employees are prohibited from serving on any board, committee, council, or commission where appointments are made by the Board of Commissioners or where funding is provided by the County, including special study committees appointed for the purpose of recommending funding or policy.~~
- D. ~~This policy does not prohibit County employees from serving in an ex officio capacity on any of the above boards, councils, or commissions where required by law, when a position is reserved for a County employee to be designated by the Board of County Commissioners, or when such service is deemed by the Commissioners to be in the best interest of the County.~~

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner  
**DATE:** 3/2/22  
**SUBJECT:** Federal Certifications and Assurances for Transit Funding

---

On February 3, 2022, the Federal Transit Administration posted the FFY22 Certifications and Assurances which are required for all grant funding provided by the FTA. The Certifications and Assurances are categorized to correspond with FTA's funding programs and activities to be undertaken in a award.

Attached is Memo from NC DOT, FY22 Certifications and Assurances, Certifications and Restrictions on Lobbying, Certification of Equivalent Service, and FY23 Special Section 5333(b) Warranty.

The Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign the FY22 Certifications and Assurances, Certifications and Restrictions on Lobbying, Certification of Equivalent Service, and FY23 Special Section 5333(b) Warranty.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
NC DOT Memo	3/2/2022	Cover Memo
Certs & Assurances	3/2/2022	Cover Memo
Lobbying	3/2/2022	Cover Memo
Equivalent Service	3/2/2022	Cover Memo
5333(b) Warranty	3/2/2022	Cover Memo

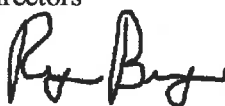


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

MEMORANDUM

**TO:** North Carolina Transportation Directors  
**FROM:** Ryan M. Brumfield, PE, Director   
**DATE:** February 7, 2022  
**SUBJECT:** Certifications and Assurances for FY23 Applications

On February 3, 2022, the Federal Transit Administration (FTA) posted the FFY22 Certifications and Assurances (Certs & Assurances) which are required for all grant funding provided by the FTA. The Certs & Assurances are categorized to correspond with FTA's funding programs and activities to be undertaken in an award.

Funding applicants must certify every category that applies to both the applicant and the applications submitted in the fiscal year or certify all activities at once. FTA will not enforce provisions of a certification that do not apply to the applicant or award.

In addition to the Federal Certs and Assurances, the FY23 application package also requires state certifications. Included in the State package are the Certifications and Restrictions on Lobbying, Special Section 5333(b) Warranty, and the Certification of Equivalent Service applicable when 1) purchasing a non-lift equipped vehicle or 2) a fleet includes non-lift equipped vehicles.

To be valid, the Federal Certs & Assurances must be signed within 90 days of publication. All Federal and State Certs & Assurances documents must be uploaded into Enterprise Business Services (EBS) no later than May 2, 2022 to ensure compliance with the deadline.

If you have questions, please contact your assigned Planner.

**Attachments:** FFY22 Federal Certifications and Assurances  
Certifications and Restrictions on Lobbying  
Special Section 5333(b) Warranty  
Certification of Equivalent Service

*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](http://ncdot.gov)

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

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.*

*Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.



- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
  - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
  - (3) Using forced labor in the performance of the award or subawards under the award.

## 1.2. Standard Assurances: Additional Assurances for Construction Projects.

*This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### 1.3. Procurement.

*The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

### 1.4. Suspension and Debarment.

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*



*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

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

- (a) 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.
- (b) 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.
- (c) 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.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

### **5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

#### **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

##### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

##### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will



receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

### **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

#### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE  
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS  
PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO  
EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula*

*Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

#### **CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*



*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

#### **CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

#### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

#### **CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS  
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT  
PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
  - (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
  - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),



- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Rowan County

The Applicant certifies to the applicable provisions of all categories: (check here) \_\_\_\_\_

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<u>YES</u>
02 Public Transportation Agency Safety Plans	<u>YES</u>
03 Tax Liability and Felony Convictions	<u>YES</u>
04 Lobbying	<u>YES</u>
05 Private Sector Protections	<u>YES</u>
06 Transit Asset Management Plan	<u>YES</u>
07 Rolling Stock Buy America Reviews and Bus Testing	<u>YES</u>
08 Urbanized Area Formula Grants Program	<u>YES</u>
09 Formula Grants for Rural Areas	<u>YES</u>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<u>YES</u>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<u>YES</u>

**Certifications and Assurances****Fiscal Year 2022**

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	<u>YSS</u>
13	State of Good Repair Grants	<u>YSS</u>
14	Infrastructure Finance Programs	<u>YSS</u>
15	Alcohol and Controlled Substances Testing	<u>YSS</u>
16	Rail Safety Training and Oversight	<u>YSS</u>
17	Demand Responsive Service	N/A
18	Interest and Financing Costs	<u>YSS</u>
19	Cybersecurity Certification for Rail Rolling Stock and Operations	<u>YSS</u>
20	Tribal Transit Programs	N/A
21	Emergency Relief Program	N/A

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE****AFFIRMATION OF APPLICANT**Name of the Applicant: Rowan County

BY **SIGNING** BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

## Certifications and Assurances

Fiscal Year 2022

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name Aaron Church Authorized Representative of Applicant

### AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Rowan County

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name John W. Dees, II Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

(Required of all Applicants)  
**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, Aaron Church, County Manager, on behalf of  
*Name of Authorized Official*

Rowan County  
*Legal Name of Applicant*

Hereby certifies that:

No Federal/State 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 any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan, or cooperative agreement.

If any funds other than Federal/State appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the Federal/State 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

\_\_\_\_\_  
*Signature of Authorized Official*

\_\_\_\_\_  
*Seal Subscribed and sworn to me*  
*(date)*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name and Address*

\_\_\_\_\_  
*My commission expires*  
*(date)*

*Affix Notary Seal Here*

(Required of all Applicants that plan to procure inaccessible vehicles or have them in their fleet)  
**CERTIFICATION OF EQUIVALENT SERVICE**

**Rowan County** certifies that its demand responsive service offered to individuals with disabilities (as defined in 49 CFR 37.3), including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- 1) Response time;
- 2) Fares;
- 3) Geographic service area;
- 4) Hours and days of service;
- 5) Restrictions or priorities based on trip purpose;
- 6) Availability of information and reservation capability; and
- 7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. NCDOT also requires state funded entities that do not receive Federal Transit Administration (FTA) funds to file this certification as well. **This certification is valid for no longer than one year from its date of filing.**

The NCDOT Public Transportation Division requires all participants to certify equivalent service when requesting to purchase non-ADA accessible vehicles. By signing this certification, the above-named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities. Verification must include the attached form entitled *Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service*.

\_\_\_\_\_  
*Signature of Authorized Official*

\_\_\_\_\_  
*Seal Subscribed and sworn to me*  
*(date)*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name and Address*

\_\_\_\_\_  
*My commission expires*  
*(date)*

Affix Notary Seal Here

**Measuring and Monitoring Equivalency for a  
General Public Demand Responsive Transportation Service**

<b>Criteria/Requirement</b>	<b>Data and Analysis to Ensure Equivalency</b>
Service Area	Same for all
Response Time	Same for all
Fares	Same for all
Days and Hours	Same for all
Trip Purposes	Same for all
Capacity Constraints:	
Trip Denials	Same for all
Trip Caps	Same for all
Waiting Lists	Same for all
Missed Trips	Same for all
On-Time Performance	Same for all
Travel Time	Same for all

**Comparison of ADA Regulatory Requirements for General Public Demand Responsive Services versus ADA Complementary Paratransit Services**

<b>Criteria/Requirement</b>	<b>General Public Demand Responsive Transportation Services (Equivalency)</b>	<b>ADA Complementary Paratransit Services (Comparable to Fixed Route)</b>
Type of Service (DTD v CTC)	Whatever policy you set. Same for everyone.	Origin-to-destination
Service Area	Same as everyone else	$\frac{3}{4}$ of a mile of all non-commuter fixed routes
Response Time	Same as everyone else	Next-day service
Fares	Same for all	2 times base fixed route fare
Days and Hours	Same for all	All the fixed route hours
Trip Purpose	Can set policy ; same for all	All trip purposes; no priorities
Capacity Constraints	Same for all	No capacity constraints
Information and Communication Access	Provide accessible information and communications	Provide accessible information and communications



# FY 2023 Special Section 5333 (b) Warranty

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## **Special Section 5333(b) Warranty For Application to the Nonurbanized Area Formula Program**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

### **A. General Application**

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

Rowan County

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

### **B. Standard Terms and Conditions**

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and

## FY 2023 Special Section 5333 (b) Warranty

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character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

## FY 2023 Special Section 5333 (b) Warranty

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The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its

## FY 2023 Special Section 5333 (b) Warranty

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predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the

employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

## FY 2023 Special Section 5333 (b) Warranty

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(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

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(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is

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physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of



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residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a

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joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

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(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the

date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract

## FY 2023 Special Section 5333 (b) Warranty

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of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular

## FY 2023 Special Section 5333 (b) Warranty

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Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

### C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Aaron Church, County Manager  
(Name and Title)

do hereby certify that

Rowan County  
(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty; will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation; and **will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.**

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Signature of Authorized Official

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Date



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin  
**DATE:** 2/28/22  
**SUBJECT:** Public Hearing For Z 01-21 Amendment

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Back in 2021 Raymond McMillan Jr., on behalf of West Avenue Holdings rezoned their property at approximately the 1000 block of Old Beatty Ford Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of a mini-warehouse storage facility. They are now seeking to amend their request to accommodate a change in site layout.

1. Receive staff report
2. Applicant comments, if any
3. Public comments
4. Close hearing and discuss
5. Motion to consider statement of consistency / reasonableness
6. Motion to approve / deny / table Z 01-21 Amendment

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	2/28/2022	Cover Memo
GIS Map	3/2/2022	Cover Memo
Site Plan	3/2/2022	Cover Memo
application	2/28/2022	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: 02/11/2022

STAFF CONTACT: AARON POPLIN



## REZONING PETITION: Z 01-21 AMENDMENT

**REQUEST:** RA and CBI-CD to  
CBI-CD

**PARCEL ID:** 140 242 and  
140 007

**LOCATION:** 1600 block  
Bostian Rd.

**ACERAGE:** 6.17

**CURRENT LAND USE:**  
Vacant

**OWNER:** West Avenue  
Holdings

**APPLICANT:** Raymond  
McMillan Jr., West Avenue  
Holdings

### BACKGROUND

Back in 2021 Raymond McMillan Jr., on behalf of West Avenue Holdings rezoned their property at approximately the 1000 block of Old Beatty Ford Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of a mini-warehouse storage facility. The Board of Commissioners approved the rezoning request Z 01-21 on April 19<sup>th</sup> 2021.

Since the rezoning the applicant discovered that the site layout would not work as proposed in the approved conditional district due to the location of a stream on the site. West Avenue Holdings has redesigned their site plan to avoid the existing stream. The change in site plan also brought about locating the mini-warehouse storage facility on both parcel 140 242 and the original parcel 140 007. Conditional districts are site specific so any change in site plan requires amending the zoning district. The requested amendment to Z 01-21 would rezone both parcels to a new CBI-CD district that accommodates the new layout of the proposed mini-storage facility.

### Relationship with any plans and policies

This property is located in Area 3 of the Eastern Area Land Use Plan, and is located within the I-85, US 29 Corridor Overlay. The I-85, US 29 Corridor Overlay encourages commercial and

industrial uses. The property falls close to a recognized regional node which extends one mile out from the new interchange of Old Beatty Ford Rd and I-85.

The property is also identified in the I-85 South Corridor Plan. The plan calls for the new alignment of Old Beatty Ford Rd to serve as frontage for commercial and mixed use developments as well as some industry. The plan recommends considering design guidelines for commercial development which include things such as architectural standards, screening, landscaping, and signs.

Z 04-20 was a rezoning request from RA to CBI-CD for the use of a water well drilling contractor business located across the street from this request. Z 04-20 was approved by the Board of Commissioners on November 16 2020 with no additional requirements other than the design presented on the site plan.

### Consistency with the requested zoning district's purpose and intent

**Commercial, Business, Industrial, CBI.** This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

The request falls within the Cold Water Creek water supply watershed which is a WS-IV. At 35.94% built upon area the proposed development is below the maximum built upon area of 36% of the lot, and will not require getting a Special Non-Residential Intensity Allocation (SNIA) permit from the board of commissioners. The original Z 01-21 request was granted a SNIA permit by the Board of Commissioners; since the new request now meets the low density standards staff will recommend that the Board of Commissioners revoke the SNIA permit and return the removed acreage to the County's allotment. If the SNIA permit is revoked 3.84 acres will be returned to the County's allotment bringing the total acreage available for SNIA permits in the Cold Water Creek Watershed to 488.84 acres.

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

Compatibility of Uses: the CBI district offers a wide variety of uses of varying intensities, however this request only allows for Mini-warehouse storage (4225).

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

Generalized Groupings:

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

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map): Area around the intersection of Old Beatty Ford Rd and Bostian Rd is mostly zoned RA with one CBI-CD zoned lot for a well drilling contractor business. Most the other uses in the area are residential aside from the Landis Church of God and the Kannapolis Lodge both located off of Bositan Rd.

## Potential impact on facilities such as roads, utilities and schools

Roads: The NC DOT has already issued a driveway permit D091-080-21-00080 for the new entrance off of Bostian Rd.

Utilities: N/A

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 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.

### Planning Board Meeting January 24, 2022

The Rowan County Planning Board held a courtesy hearing for the amendment to Z 01-21 at their January meeting. The Board did not have many comments for the amendment. No one spoke during the courtesy hearing and the Board had no questions for the applicant. Staff brought up repealing the SNIA permit that was originally given to the project and the applicant did not object since it is not necessary for the new site design.

The Board approved the request with the condition that the parcels be combined, and adopted the following statements.

**Statement of Consistency** – The proposed use is consistent with the Eastern Land Use Plan; the I-85 Corridor and US Hwy 29 overlays. The same type of zoning was approved on the site across the road for a well drilling facility. The CBI-CD is specific and any changes would require board approval. The use is needed in a growing community and is non- detrimental.

**Statement of Reasonableness** – Z 01-21 is reasonable based on size and conditions of the property and the other utilizations in the area and that storage buildings will not be detrimental to the surrounding land owners.

### Staff Comments

- Only the use shown in the site plan should be considered when making a decision.
- The owners plan to combine tax parcels 140 242 and 140 007 into one parcel. Staff recommends that a condition of approval be that the lots be combined.
- Staff would like the Board to consider the condition that an as-built survey is done to ensure that the site will meet it's built-upon area requirements.
- The Board can consider adding other mutually agreed upon conditions to the request.

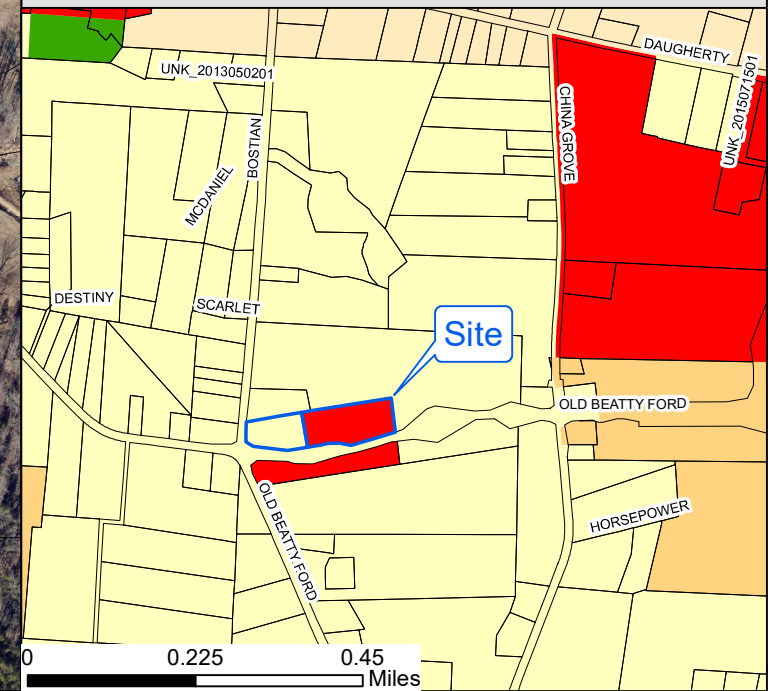
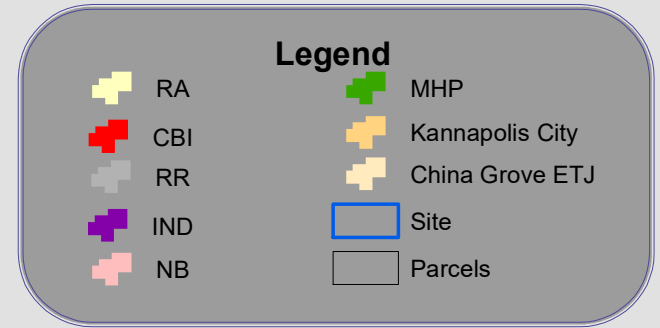
### Attachments

- GIS Map
- Site Plan
- Application
- Statement worksheet





## Z 01-21 Amend Site Map





- LEGEND**
- These standard symbols will be found in the drawing.
- SECURITY FENCE
  - PRINCIPAL SETBACKS
  - Ex-STORM
  - EDGE OF PAVEMENT
  - EX - GUARDRAIL
  - Ex-WATER
  - EDGE OF GRAVEL
  - PROPERTY LINES
  - SIGHT TRIANGLES
  - Ex-ELECTRIC ABOVE

TOTAL SITE AREA  
259763 Sq. Feet  
5.9633 Acres

TOTAL BUILT UPON / IMP. AREA  
93367 Sq. Feet  
2.1434 Acres  
35.94 % BUILT UPON AREA

TYPE A BUFFER  
SCREENING SHALL EVERYGREEN CONIFERS OR BROADLEAF EVERGREENS  
PLACED AT NOTE MORE THAN (5) FIVE FEET APART WHICH WOULD GROW TO  
FORM A CONTINUOUS HEDGE OF AT LEAST SIX (6) FEET WITHIN TWO (2) YEARS  
OF PLANTING. OR ACCEPTABLE BUFFERING PER SECTION 2-215

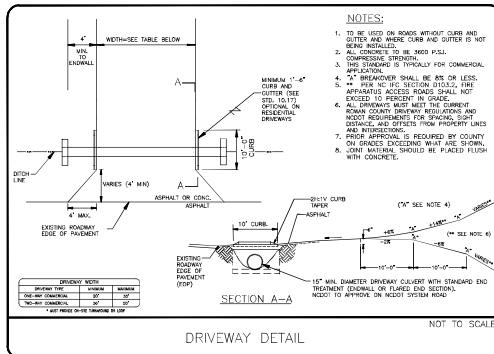
OWNER PROPOSED RECOMBINATION OF PARCELS  
140 007 AND 140 242 INTO A SINGLE PARCEL WITH  
ZONING DISTRICT CBI-CD

**LAYOUT NOTES:**

1. AT THE TIME OF STAKING, THE CONTRACTOR IS TO CONTACT THE ENGINEER FOR DIGITAL SITE PLAN FILES FOR THE COORDINATION OF STAKING
2. ALL DIMENSIONS AND RADII ARE TO THE BACK OF CURB, FACE OF WALL, AND BUILDING UNLESS OTHERWISE NOTED.
3. ALL SIDEWALKS AS REQUIRED SHALL BE FIELD STAKED FOR APPROVAL BY THE ENTITY HAVING JURISDICTION
4. JOHN SUTHER, PLLC IS TO BE GIVEN 24 HOURS NOTICE PRIOR TO THE START OF CONSTRUCTION
5. ALL CONSTRUCTION SHALL COMPLY WITH THE CURRENT ROWAN COUNTY DEVELOPMENT STANDARDS AND SPECIFICATIONS
6. ALL PATCH WORK WITHIN THE LIMIT OF CONSTRUCTION SHALL BE CONSISTENT WITH THE ASSOCIATED ASPHALT OR PAVEMENT DETAILS
7. ELECTRICAL, TELEPHONE, AND CABLE LINES AND POLES TO BE ELIMINATED OR RELOCATED, SHALL BE COORDINATED WITH APPLICABLE COMPANY
8. ALL TRAFFIC SIGNS AND MARKINGS ARE TO BE INSTALLED AND COMPLY WITH CURRENT LDM STANDARDS AND SPECIFICATIONS
9. PROJECT IS TO ADHERE TO THE CURRENT COUNTY/CITY ZONING ORDINANCES, UNLESS OTHERWISE STATED IN THE APPROVED REZONING DOCUMENTS.
10. ALL PROPOSED UTILITIES SHOWN OR FUTURE SHALL BE UNDERGROUND ON SITE.

BOSTIAN ROAD  
SR# 2782, public right of way, width varies

OLD BEATTY FORD ROAD  
public right of way, width varies



**DIMENSIONAL STANDARDS: CBI-CD**

MINIMUM LOT WIDTH AT RIGHT-OF-WAY:  
REQUIRED: 30'  
PROVIDED: 143.75'

MINIMUM LOT WIDTH AT BUILDING SETBACK LINE:  
REQUIRED: 10'  
PROVIDED: 192.33'

MINIMUM LOT DEPTH:  
REQUIRED: 100'  
PROVIDED: 1042.71'

**PRINCIPAL STRUCTURE SETBACKS:**

FRONT YARD: REQ 50'  
PROVIDED: 50'  
SIDE STREET: REQ 30'  
PROVIDED: 30'  
SIDE YARD: REQ 10' OR 0'  
PROVIDED: 10' - 20' WHERE RA BUFFER EXCEEDS SETBACK REQ.  
REAR YARD: REQ 10' OR 0'  
PROVIDED: 10'

**ACCESSORY STRUCTURE SETBACKS:**

FRONT: REQ 10'  
PROVIDED: N/A  
ANY ROW: REQ 10'  
PROVIDED: N/A  
SIDE AND REAR YARD: REQ 10'  
PROVIDED: N/A



A  
SITE DEVELOPMENT  
PLAN FOR:

**BOSTIAN ROAD  
STORAGE  
FACILITY**

ROWAN COUNTY, NC  
DECEMBER 16, 2021

**PROPERTY INFORMATION**

**REF ADDRESS:**

0 BOSTIAN RD  
CHINA GROVE, NC 28023

**DEED AND PLAT REFERENCES**

PARCEL IDS: 140 242  
140 007

DEED BOOK: 1376

PAGE: 432

ZONINGS: CBI-CD (ROWAN)

RA (ROWAN)

**PLAN SET NOTES:**

1. PLAN NORTH IS BASED ON

NAD83(2011)

2. NO GEODETIC MONUMENTS

WERE SURVEYED BY THE

ENGINEER

3. SURVEY INFORMATION WAS

PROVIDED BY:

JOHN MCHEERY PLS

4. ALL DISTANCES ARE GROUND

HORIZONTAL UNLESS

OTHERWISE NOTED

5. EXISTING GROUND CONDITIONS

ARE BASED ON INTERNAL

SURVEY INFORMATION AND

DATA AVAILABLE IN THE PUBLIC

DOMAIN

6. PROPERTY MAY BE SUBJECT

TO BURDENS OR BENEFITS NOT

SHOWN

JOHN SUTHER, PLLC  
2655 NC-153 HWY  
CHINA GROVE, NC 28023  
FIRM NO. P-1946

**PLAN REVISION ISSUANCE**

NO.	DESCRIPTION	DATE
00	INITIAL SITE PLAN	08.24.21
01	RECOMBINATION SITE PLAN	12.16.21

DRAWN: JES  
CHECKED: BAA  
JOB: 21014

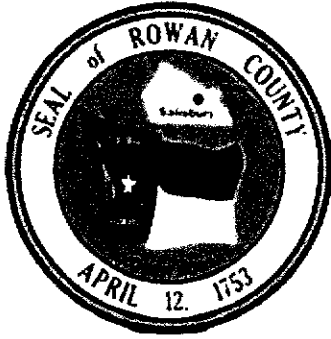
SHEET NUMBER

**C-2.0**

SHEET TITLE

SITE PLAN LAYOUT





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

Case # Z  
Date Filed \_\_\_\_\_  
Received By \_\_\_\_\_  
Amount Paid \_\_\_\_\_

Office Use Only

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: West Avenue Holdings, LLC  
Signature: [Signature]  
Phone: (704) 642-7475 Email: jr@insurance-mia.com  
Address: 119 West Ave. Kannapolis, NC 28081

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

Name: Raymond H. McMillan, Jr.  
Signature: [Signature]  
Phone: (704) 642-7475 Email: jr@insurance-mia.com  
Address: 260 Whisper Dr. China Grove, NC 28023

### PROPERTY DETAILS:

Tax Parcel(s): 140 007 & 140 242 Size (sq. ft. or acres): 6.17 ACRES  
Property Location: O Old Beatty Ford Rd.  
Current Land Use: VACANT  
Date Acquired: 1/1/2021 Deed Reference: Book 1335 Page 249

### REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CB1-CO

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 ☐

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** February 25, 2022  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendments

**Upload Date**

2/25/2022

**Type**

Budget Amendment

[illegible]

Account Inquiry [Rowan County]

J

←

Back

🔍

Search

📄

Browse

📤

Output

🖨

Print

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PDF

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Email

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Schedule

Account

Fund

1010

...

GEN FD

Acct

1010-42-4244-4400-4410-0000-000-4-420003

Org

1144410

...

SO AD REV

Acct name

CONCEALED WEAPON PERMIT

Object

420003

...

CONCEAL WP

Type

Revenue

Status

Project

...

📁

Rollup

...

📁

Sub-Rollup

...

📁

☐ MultiYr Fund

- 4 YEAR COMPARISON
- HISTORY
- 4 YEAR GRAPH
- HISTORY GRAPH

Yr/Per 2022/08	Fiscal Year 2022		Fiscal Year 2021		Fiscal Year
Original Budget	-250,000.00	📁	-220,000.00	📁	-240,00
Transfers In	.00	📁	-130,000.00	📁	
Transfers Out	.00	📁	.00	📁	
Revised Budget	-250,000.00		-350,000.00		-240,00
Actual (Memo)	-178,145.00	📁	-371,210.00	📁	-216,26
Encumbrances	.00	📁	.00	📁	
Requisitions	.00	📁			
Available	-71,855.00		21,210.00		-23,73
Percent used	71.26		106.06		9

178,145.00 ÷

7.00 =

25,449.286 \*

25,449.286 ×

12.00 =

305,391.432 \*



# Account Inquiry [Rowan County]



Back



Search



Browse



Output



Print



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PDF



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Excel



Word



Email



Schedule

## Account

Fund 1010 GEN FD  
Org 1144520 TRANST REV  
Object 431300 DIS REIMB  
Project 20022 RTS-5311 CARES

Acct 1010-45-4500-4500-4520-0000-000-4-431300  
Acct name DIST RELIEF REIMB - 5311 CARES  
Type Revenue Status  
Rollup  
Sub-Rollup  
☐ MultiYr Fund

### 4 YEAR COMPARISON

### HISTORY

### 4 YEAR GRAPH

### HISTORY GRAPH

Yr/Per 2022/08

Original Budget

Transfers In

Transfers Out

Revised Budget

Actual (Memo)

Encumbrances

Requisitions

Available

Percent used

	Fiscal Year 2022		Fiscal Year 2021		Fiscal Year
	.00		.00		
	.00		-594,118.00		
	.00		.00		
	.00		-594,118.00		
	.00		-236,423.00		
	.00		.00		
	.00				
	.00		-357,695.00		
	.00		39.79		

→ Carryover into FY22





**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

February 22, 2022

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the revenue and expense accounts per the awarded finding from the Duke Endowment grant for Healthy Rowan.

Kind Regards,

A handwritten signature in black ink, appearing to read "Alyssa Harris", written in a cursive style.

Alyssa Harris, Public Health Director





Rowan Medical Center Foundation

130 Mocksville Avenue  
Salisbury, NC 28144

February 1, 2022

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

To whom it may concern:

This letter serves as confirmation that the Novant Health Rowan Medical Center (NHRMC) Foundation serves as the fiscal agent for Duke Endowment grant funds awarded to the Healthy Rowan coalition. The Healthy Rowan coalition received a three-year grant from the Endowment totaling \$450,000 for expenses incurred from January 1, 2019 – December 31, 2022. The grant currently is in year three of three. The grant award agreement is attached for reference.

As of January 31, 2022, the NHRMC Foundation received a total of \$450,000 from The Duke Endowment for this grant program. The Healthy Rowan team spent/encumbranced \$205,796 in expenses, leaving a balance of \$244,204 available to spend by December 31, 2022. The budget variance report through January 31, 2022 is attached for reference.

The budget line items and total expenses in the attached budget variance report have been approved by Improvement Partners and The Duke Endowment. The Healthy Rowan executive director will submit any budget revisions or reallocations to the Novant Health grants office prior to spending. The Novant Health grants manager and director will submit such requests to The Duke Endowment for prior approval.

Please contact either myself ([bcanavan@novanthealth.org](mailto:bcanavan@novanthealth.org); 614-425-33578) or the Novant Health corporate grants manager, Kerri Borys ([kpolve@novanthealth.org](mailto:kpolve@novanthealth.org); 301-943-5513) with any additional questions or requests for information.

Thank you for your ongoing partnership and support to make this program a success.

Sincerely,  
DocuSigned by:

A handwritten signature in black ink that reads 'Brian Canavan'.

Brian Canavan

Chief Philanthropy Officer  
Novant Health Rowan Medical Center Foundation

Healthy People Healthy Carolinas - Healthy Rowan Project  
January 1, 2022 - December 31, 2022  
The Duke Endowment Condensed Line-Item Budget



Rowan Medical Center Foundation

140 Mocksville Avenue  
Salem, NC 28144

	Revised Y6 Budget	Expenses as of 1/31/2022	Budget Variance as of 1/31/2022	% spent
<b>Personnel</b>				
Healthy Rowan executive director	\$ 55,750	\$ -	\$ 55,750	0.0%
Healthy Rowan project coordinator	21,840	-	21,840	0.0%
Fringe benefits for manager	20,348	-	20,348	0.0%
<b>Consultants/Contracted Services</b>	<b>74,200</b>	<b>-</b>	<b>74,200</b>	
Consultation	39,000	-	39,000	0.0%
Contracted services	14,400	-	14,400	0.0%
Contracted communications/marketing/translation	20,800	-	20,800	0.0%
<b>Travel</b>	<b>7,500</b>	<b>-</b>	<b>7,500</b>	
Local travel	2,000	-	2,000	0.0%
State and nation wide travel	5,500	-	5,500	0.0%
<b>Supplies/educational materials</b>	<b>3,756</b>	<b>-</b>	<b>3,756</b>	
General office supplies	600	-	600	0.0%
Cell phones/service plans	200	-	200	0.0%
Printing	910	-	910	0.0%
Coalition meeting supplies	1,346	-	1,346	0.0%
Professional memberships	700	-	700	0.0%
<b>Evidence-based intervention materials</b>	<b>45,025</b>	<b>44</b>	<b>44,982</b>	
The Daily Mile	5,000	-	5,000	0.0%
Lifestyle Medicine / Exercise is Medicine	12,500	44	12,456	0.3%
Faith-based Organization Physical Activity and Nutrition Intervention (FAN)	3,000	-	3,000	0.0%
Chronic disease self-management	6,000	-	6,000	0.0%
Rowan Moves marketing/promotional for all EBIs	10,000	-	10,000	0.0%
New EBI - TBD	6,626	-	6,626	0.0%
Evaluation tools	1,900	-	1,900	0.0%
<b>Equipment</b>	<b>4,166</b>	<b>97</b>	<b>4,069</b>	
Computer	3,000	-	3,000	0.0%
Verizon hotspot	1,166	97	1,069	8.3%
<b>Communications</b>	<b>11,759</b>	<b>-</b>	<b>11,759</b>	
Website and app hosting	5,000	-	5,000	0.0%
Marketing and promotional materials	6,759	-	6,759	0.0%

<b>Total TDE Grant Award and Carry-forward Budget</b>	<b>\$ 244,345</b>	<b>\$ 141</b>	<b>\$ 244,204</b>	<b>0.1%</b>
			<b>Target for 1/31/22:</b>	<b>8.3%</b>



PROJECT	ORG	OBI	ACCOUNT DESCRIPTION	AVAILABLE BUDGET	Bring Over	REVISED BUDGET	
52429	1155240	510005	SALARIES	26,026.94		26,027	
52429	1155240	520005	HEALTH INSURANCE	5,680.65		5,681	
52429	1155240	520010	MEDICARE TAX	350.28		350	
52429	115240	520015	RETIREMENT	1,456.52		1,457	
52429	115240	520020	SOCIAL SECURITY	1,476.18		1,476	
52429	115240	520025	WORKERS COMP	188.36		188	
52429	1155240	520030	401 (k)	1,356.66		1,357	
52429	1155240	533001	CONTRACTED SERVICES	38,502.75		38,503	Jen: \$50/hr x 20hrs/week= 52,000 annual Kristen: \$22.50/hr x 20hrs/week= 23,400 annual
52429	1155240	554000	ADVERTISING	2,863	✓ 337.00	3,200	
52429	1155240	555000	PRINTING	1,224	✓ 226.00	1,450	
52429	1155240	556000	uniforms	348	✓ 652.00	1,000	
52429	1155240	558000	TRAVEL	2,257	✓ 243.00	2,500	
52429	1155240	559000	TRAINING	982	✓ 400.00	1,382	
52429	1155240	561005	OFFICE SUPPLIES	1,415	✓ 85.00	1,500	
52429	1155240	561089	Software	200	✓ 300.00	500	
52429	1155240	576020	F/A- DP EQUIPMENT	0	0.00	0.00	
52429	1155240	576920	NON FA TECH	✓ 0	1,500.00	1,500.00	
52429	1155240	561095	Small Equipment	1,500		3,000	
52429	1155240	582009	MEETING/TRAINING FOOD	1,899	✓ 101.00	2,000	
52429	1155240	583053	NONCASH GRANTS/AWARDS	7,696	✓ 15,000.00	22,696	
TOTALS				95,423	20,344.00	115,767	

**DEPARTMENTAL REQUEST FOR BUDGET ACTION**

**EXPLANATION IN DETAIL:**

Prepared by: Kristy Livengood  
Date: 2/23/2022

[illegible]

## Cowden, Kristy

---

**From:** Steele, Valerie S  
**Sent:** Friday, September 17, 2021 11:04 AM  
**To:** Cowden, Kristy  
**Subject:** FW: FY22 5310 Application Reduction  
  
**Importance:** High

---

**From:** Spence, Kenetta M <kmspence1@ncdot.gov>  
**Sent:** Friday, September 17, 2021 8:33 AM  
**To:** Steele, Valerie S <Valerie.Steele@rowancountync.gov>  
**Subject:** FY22 5310 Application Reduction  
**Importance:** High

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

Good morning Valerie,

I am reaching out regarding Rowan county FY22 5310 application. Rowan County 5310 funding amount has been reduced to align with the amount your peer agencies are receiving. There will be an additional call for projects that includes CRRSAA and ARPA 5310 funds which have no match requirements. We will try to prioritize funds for systems impacted by this reduction, if you all can clearly demonstrate an additional need.

Transit System	Requested Amount	Total New Amount	Reduced by:	Reduced Local Match by:
Rowan County Operating	\$275,000	\$265,000	\$10,000	\$5,000

Thanks,

**Kenetta Spence**  
Sr. Regional Grant Specialist-Western Piedmont

Integrated Mobility Division  
North Carolina Department of Transportation  
1 South Wilmington Street  
1550 Mail Service Center  
Raleigh, NC 27699-1550

919 707 4673 office  
[kmspence1@ncdot.gov](mailto:kmspence1@ncdot.gov)

*Bicycle, Pedestrian and Public Transportation Programs*



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

February 18, 2021

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

RE: FY22 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program  
Project No. 22-ED-037  
WBS Element No.: 51001.40.6.2 5310 Operating  
Period of Performance: 07/01/2021 -06/30/2022

Dear Mr. Church:

On February 4, 2021, the Board of Transportation approved your organization's request for an FY22 Enhanced Mobility of Seniors & Individuals with Disabilities Grant in the amount of ~~\$265,000~~ \$265,000. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the 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 question 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 on 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](http://www.ncdot.gov)

Location:  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

[illegible]



# ROWAN COUNTY SHERIFF'S OFFICE

## KEVIN L. AUTEN, SHERIFF

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

### MEMORANDUM

TO: Aaron Church, County Manager  
FROM: Sheriff Kevin Auten  
REF: FY2019 Local Justice Assistance Grant  
DATE: August 8, 2019

The Rowan County Sheriff's Office has been notified that it is eligible to receive \$11,428 in funds through the Edward Byrne Memorial Justice Assistance Grant. This grant is a yearly grant from the Department of Justice. The grant amount is determined by a formula based on Part I violent crimes as reported to the FBI's Uniform Crime Reports.

As in the past number of years, the Rowan County Sheriff's Office was designated to be a disparate jurisdiction with the Salisbury City Police Department because Rowan County bears more than 50 percent of the costs of prosecution or incarceration that arises for the Part I crimes that have occurred in Salisbury's jurisdiction. Since the Salisbury Police Department is designated to receive \$24,296, which is more than one and one-half times more than the Sheriff's Office amount, we have been designated as disparate.

— The Rowan County Sheriff's Office proposes to use the funds to purchase the following item:

- 1.) A total of 7 Powerheart G5 AED with iCPR Fully Auto Dual Language which are \$1,645 each. The total cost of the 7 AED devices (Automated External Defibrillator) would be \$11,515. The additional funds needed (\$87) will come from our regular RSCO budget. These devices would be issued to Deputies in the patrol division to be used in the event of a cardiac distress event of a fellow employee, or by any citizen throughout Rowan County. These devices would provide life saving abilities that Deputies could utilize in the crucial first minutes of a cardiac event, prior to the arrival of an EMS unit.

This memorandum is to request that this matter be placed on the consent agenda for approval, so that Salisbury Police Department can prepare a Memorandum of Understanding which will be submitted, as required to receive the grant, to the Bureau of Justice Assistance.

cc: Chief Deputy David Ramsey  
Captain J. C. Sifford  
Captain S. A. Towne  
Captain T. L. Wyrick  
Leslie Heidrick, Finance Director





GMS APPLICATION NUMBER 2019-H4108-NC-DJ

THE STATE OF NORTH CAROLINA

COUNTY OF ROWAN

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF SALISBURY, NORTH CAROLINA,**  
**AND**  
**ROWAN COUNTY, NORTH CAROLINA**

**2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement (the "Agreement") is made and entered into this 6 day of February, 2020, by and between the City of Salisbury, a North Carolina municipal corporation (the "City") and the County of Rowan, a North Carolina body politic and corporate (the "County") (collectively, the "Parties").

For and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Acknowledgments.

- a. This Agreement is made under the authority of Article 20 of Chapter 160A of the North Carolina General Statutes.
- b. The City has received a JAG Award in the amount of \$24,296.00. The City desires to share a portion of that funding with the County for the purpose of providing additional personnel, equipment, supplies, contractual support, training, technical assistance, and informational systems for criminal justice, or for any other purpose allowed by the terms of the JAG Award.
- c. The Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to each Party.
- d. The Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.
- e. The City agrees to pay the County \$11,428.00 from the JAG Award for the Grant Program.
- f. The Parties find that it is in their best interests to reallocate the JAG funds as outlined herein.

2. Term and termination. The term of this Agreement shall begin on the date of execution and shall terminate without further action by either Party on September 22, 2022.

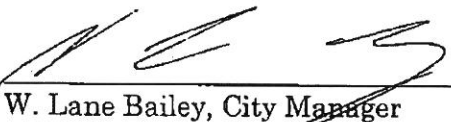
3. Payment. The City agrees to pay to the County the sum of Eleven Thousand Four Hundred Twenty Eight and 0/100 Dollars (\$11,428.00) from the City's portion of the JAG funds (the "County Award").

4. Use of funds. The County agrees to use County Award for those purposes outlined in Section 1.a. of this Agreement until the termination of this Agreement.

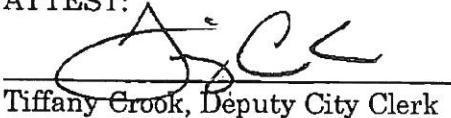
5. Liability. This Agreement shall not create liability for either Party based on the County's use of the Grant funds. Each Party shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the payment of grant funds pursuant to this Agreement.
6. No third party rights. The Agreement shall not create any rights for any individual or entity that is not a party to this Agreement.
7. Monitoring and Auditing. The Parties shall cooperate with one another, or with any other person or agency as directed by the other Party, in monitoring, auditing, or investigating activities related to this Agreement. The County shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. The Parties shall provide auditors retained by either Party with access to any records and files related to the provision of services under this Agreement.
8. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
9. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
10. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
11. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
12. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
13. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
14. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

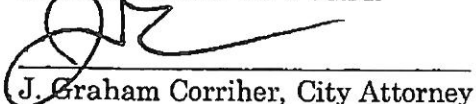
**CITY OF SALISBURY**

  
W. Lane Bailey, City Manager

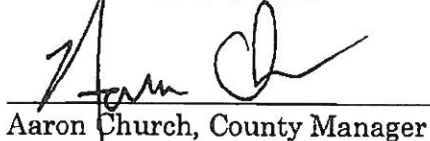
ATTEST:

  
Tiffany Crook, Deputy City Clerk

APPROVED AS TO FORM:

  
J. Graham Corriher, City Attorney

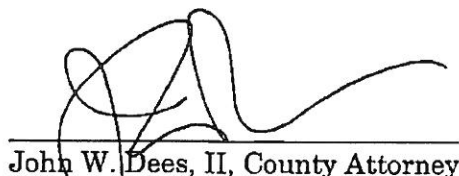
**COUNTY OF ROWAN**

  
Aaron Church, County Manager

ATTEST:

  
Carolyn Barger, County Clerk



  
John W. Dees, II, County Attorney

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Date: 2/17/2022

[illegible]

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:** Don Bringle  
**DATE:** 2/21/2022  
**SUBJECT:** SCIF Grant Funding \$500,000

---

State Capital Infrastructure Funds of \$500,000 were made available for Rowan County Government through Session Law 2021-180, Senate Bill 105. The monies will be used to replace a 30 plus year old roof at Facilities located on 425 Airport Road for Capital Improvement. County funds of approximately \$275,000 will be added to the grant funds to complete the project.

Request that County Manager be authorized to sign the grant agreement to receive the funds and that County Manager be authorized to sign and execute all documents in reference to SCIF grant and report progress as required by grant.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
<u>SCIF Grant Funding \$500,000</u>	2/11/2022	Cover Memo

**Conference Report on the Base, Capital and Expansion Budget**

		<u>FY 2021-22</u>	<u>FY 2022-23</u>
<b>638 Pitt County</b>	Requirements	\$ 375,000NR	\$ -
Provides a grant to Pitt County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 375,000	\$ -
	FTE	-	-
<b>639 Randolph County</b>	Requirements	\$ 400,000NR	\$ -
Provides a grant to Randolph County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 400,000	\$ -
	FTE	-	-
<b>640 Robeson County</b>	Requirements	\$ 550,000NR	\$ -
Provides a grant to Robeson County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 550,000	\$ -
	FTE	-	-
<b>641 Rockingham County</b>	Requirements	\$ 250,000NR	\$ -
Provides a grant to Rockingham County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 250,000	\$ -
	FTE	-	-
<b>642 Rowan County</b>	Requirements	\$ 500,000NR	\$ -
Provides a grant to Rowan County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 500,000	\$ -
	FTE	-	-
<b>643 Sampson County</b>	Requirements	\$ 1,100,000NR	\$ -
Provides a grant to Sampson County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 1,100,000	\$ -
	FTE	-	-
<b>644 Scotland County</b>	Requirements	\$ 550,000NR	\$ -
Provides a grant to Scotland County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 550,000	\$ -
	FTE	-	-
<b>645 Southwestern Commission</b>	Requirements	\$ 1,000,000NR	\$ -
Provides a grant to the Southwestern North Carolina Planning and Economic Development Commission for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 1,000,000	\$ -
	FTE	-	-
<b>646 Stanly County</b>	Requirements	\$ 500,000NR	\$ -
Provides a grant to Stanly County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 500,000	\$ -
	FTE	-	-
<b>647 Stokes County</b>	Requirements	\$ 250,000NR	\$ -
Provides a grant to Stokes County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 250,000	\$ -
	FTE	-	-
<b>648 Surry County</b>	Requirements	\$ 362,500NR	\$ -
Provides a grant to Surry County for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 362,500	\$ -
	FTE	-	-
<b>649 Town of Belville</b>	Requirements	\$ 1,200,000NR	\$ -
Provides a grant to the Town of Belville for capital improvements as directed in the related bill text provision.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 1,200,000	\$ -
	FTE	-	-

### DEPARTMENTAL REQUEST FOR BUDGET ACTION

**5310 City of Concord Grant remaining funds eligible for reimbursement. Period of Performance ends March 30, 2024**

[illegible]

## Account Inquiry [Rowan County]

K



Back



Search



Browse



Output



Print



Display



PDF



Save



Excel



Word



Email



Schedule

## Account

Fund	1010	...	GEN FD	Acct	1010-45-4500-4500-4521-0000-000-4-431001
Org	1144521	...	RA GRT REV	Acct name	FEDERAL TRANSPORTATION GRANT
Object	431001	...	FED GRANT	Type	Revenue
Project	64527	...	URBAN TRANSPORTATION	Rollup	<input type="checkbox"/>
				Sub-Rollup	<input type="checkbox"/>
				<input type="checkbox"/> MultiYr Fund	

## 4 YEAR COMPARISON

## HISTORY

## 4 YEAR GRAPH

## HISTORY GRAPH

Yr/Per 2022/06

Original Budget

Transfers In

Transfers Out

Revised Budget

Actual (Memo)

Encumbrances

Requisitions

Available

Percent used

Fiscal Year 2022

Fiscal Year 2021

Fiscal Year

.00	<input type="checkbox"/>	-104,000.00	<input type="checkbox"/>	-104,00
.00	<input type="checkbox"/>	-1,309.00	<input type="checkbox"/>	-110,31
.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	
.00	<input type="checkbox"/>	-105,309.00	<input type="checkbox"/>	-214,31
.00	<input type="checkbox"/>	-47,463.67	<input type="checkbox"/>	-109,00
.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	
.00	<input type="checkbox"/>	-57,845.33	<input type="checkbox"/>	-105,30
.00	<input type="checkbox"/>	45.07	<input type="checkbox"/>	5

these carryover funds need  
moved to:

1144529-431001-64527



2 of 8



Display detail information for cur...

## MENTAL REQUEST FOR BUDGET ACTION

TO ALIGN THE BUDGET PER WIC AA 403 AND AA 415

Reviewed:

9.4.14





**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

February 23, 2022

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the WIC revenue and expense accounts to awarded funding from Agreement Addendums 403 & 415.

Kind Regards,

A handwritten signature in black ink, appearing to read "Alyssa Harris", written in a cursive style.

Alyssa Harris, Public Health Director

## Sharpless, Teresa F.

---

**From:** Aldridge, Karla L  
**Sent:** Friday, February 25, 2022 11:00 AM  
**To:** Sharpless, Teresa F.  
**Subject:** RE: BA-08-731

There is no proof of the decrease. This BA is to correct a mistakes made in July. Lisa instructed me to complete these BAs. Not sure what to do. I can send you the BAs that show what was awarded. Would that help?

*Karla*

**Karla Aldridge**

Financial Services Supervisor  
Rowan County Public Health  
1811 E. Innes St., Salisbury, NC 28146  
Office: (704) 216-8829 | Fax: (704) 216-7991  
Cell: (704) 245-4700  
Email address: [Karla.Aldridge@rowancountync.gov](mailto:Karla.Aldridge@rowancountync.gov)



*Be an original.*

[www.rowancountync.gov/health](http://www.rowancountync.gov/health) | *Like us on Facebook*

---

**From:** Sharpless, Teresa F.  
**Sent:** Friday, February 25, 2022 10:51 AM  
**To:** Aldridge, Karla L <[Karla.Aldridge@rowancountync.gov](mailto:Karla.Aldridge@rowancountync.gov)>  
**Subject:** BA-08-731

Hi Karla,

Jim is working on agenda items for the next BOC meeting which included BA-08-731 for the decrease in the WIC Grant revenue account and expense accounts. The memo references Agreement Addendums 403 & 415. Do you have anything from those addendums that show the decrease? We would like to use that as additional backup to send to the BOC.

Thanks!



**Teresa Sharpless | Accountant II**  
Rowan County Finance Department  
130 West Innes Street, Salisbury, NC 28144  
[p] 704.216.8173

**NORTH CAROLINA**

*Be an original.* [www.rowancountync.gov](http://www.rowancountync.gov)

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**  
Division of Health Benefits

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

DAVE RICHARD • Deputy Secretary, NC Medicaid

February 15, 2022

Reference: Invoice for Intergovernmental Transfer (IGT) for Local Health Department Directed Payment SFY2022 Quarter 1 (July 1, 2021 – September 30, 2021)

Dear Health Director:

**Enclosed with this letter are two exhibits that require provider action and payment by March 15, 2022. Please read the below for information and context with the specific exhibit instructions on the last two pages.**

North Carolina Medicaid and NC Health Choice programs have transitioned from a predominantly fee-for-service structure to a managed care health insurance model on July 1, 2021. Per the North Carolina State Plan, Attachment 4.19B, the Division of Health Benefits (DHB) has historically required Local Health Departments (LHDs) to file annual Medicaid cost reports and has executed cost report settlements due to or due from the LHDs. While the annual cost report and settlement process will continue uninterrupted for all LHD claims that remain in fee-for-service, such settlements are not permitted in a Medicaid managed care reimbursement structure.

Instead, for the claims activity which transition to Managed Care, the Division has received CMS approval to implement quarterly Separate Directed Payments pursuant to 42 CFR §438.6(c)(1)(iii)(B). As discussed in NC Association of Local Health Directors Committee Meeting on July 14, 2021, the Separate Directed Payment is a quarterly payment that approximates 100% of the costs of covered services that LHDs incur in serving NC Medicaid beneficiaries. The Separate Directed Payment calculation is based on each LHD's specific Ratio of Costs to Charges (RCC) as determined from their Base Year (State Fiscal Year 2019) Medicaid cost report and trended forward annually for inflation by the Medicare Economic Index (MEI).

Historically, in Fee-for-Service, LHDs have received the benefit of the federal share of Medicaid Allowable Cost net of interim claims payments made by NCTracks; this funding mechanism to finance cost report settlements to LHDs in Fee-for-Service is by Certification of Public Expenditures (CPEs). For managed care Separate Directed Payments, the funding mechanism shifts to an Intergovernmental Transfer (IGT) whereby the LHDs will submit payment for the non-federal share of the Separate Directed Payment. Please see below for an illustrative example of FFS compared to managed care.

**NC MEDICAID**

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH BENEFITS**

LOCATION: 1985 Umstead Drive, Kirby Building, Raleigh NC 27603  
MAILING ADDRESS: 2501 Mail Service Center, Raleigh NC 27699-2501  
www.ncdhhs.gov • TEL: 919-855-4100 • FAX: 919-733-6608

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**Illustrative Example**

	Calculation	Received by LHD	
<b><u>Fee-For-Service</u></b>			
Medicaid Allowable Cost	\$ 100.00		
Less Interim Medicaid Claims Payments (NCTracks)	\$ (10.00)	\$ 10.00	
Allowable Cost > Payments Received	\$ 90.00		
Federal Share Match	73.85%		
Cost Report Settlement Received (Federal Share) by LHD	\$ 66.47	\$ 66.47	
Total Received by LHD		<b>\$ 76.47</b>	
<b><u>Managed Care</u></b>			
Billed Charge to PHP	\$ 50.00		
LHD Ratio of Cost to Charges (RCC)	2.0000		
Billed Charges x RCC	\$ 100.00		
Less Amount Paid by PHP on Interim Claim	\$ (10.00)	\$ 10.00	
Gross Separate Directed Payment	\$ 90.00	\$ 90.00	Separate Directed Payr
Non-Federal Share	26.15%		
Less IGT for Non-Federal Share	\$ (23.53)	\$ (23.53)	IGT Invoice Requested
Total Net Received by LHD		<b>\$ 76.47</b>	

Each of the Prepaid Health Plans (PHPs) have submitted to the Division LHD paid claims data and calculation for the July 1, 201 – September 30, 2021 quarter. We have compiled the data from each of the PHPs for each specific LHD.

**Exhibits that require provider action and payment:****Exhibit A – IGT Invoice**

This document identifies the (a) the Gross Separate Directed Payment Amount expected to be received from each PHP for the quarter, and (b) a breakdown of the Federal and Non-Federal Share of that Separate Directed Payment. The document is an Intergovernmental Transfer Invoice for the Non-Federal Share amount due from the provider to the Division in support of the Local Health Department Separate Directed Payments. It is a summary of the calculations described above based on claims data and invoice calculation submitted by each PHP for the quarter. The due date of this payment is **Noon, March 15, 2022**. Payments must be an EFT payment (Wire Transfer transaction). All banking information necessary for the EFT payment is on the invoice.

NOTE – All invoice calculations are performed at claim level based on the amount actually billed by LHDs and paid to the LHD by the PHPs. The invoice calculation with detailed claim information received from the PHPs is available for review. Since it contains patient level information it may be directly requested and will be sent to the authorized requestor via encrypted email.

Officers of the Local Health Department Provider may submit a request via email to the Division for their LHD Invoice claims detail at:

[Medicaid.DirectedPayments@dhhs.nc.gov](mailto:Medicaid.DirectedPayments@dhhs.nc.gov)

**Exhibit B – IGT Agreement (Template)**

The purpose of this document is to record that the provider is a public / governmental entity which is eligible transfer funds via an intergovernmental transfer and to document the amount of the transfer. This document must be transcribed onto the provider's letterhead. For your convenience, the Division has provided you this letter in a Microsoft Word document. Please do not change the wording of the document. The provider will need to insert their provider's name where indicated and the amount of the IGT payment by the provider to the Division. The amount necessary for this letter can be found on Exhibit A enclosed with this letter. Once the letter has been completed and signed, the original is to be returned to the Division. The due date of this letter is March 15, 2022.

The IGT Agreement may be returned via email at [Medicaid.DirectedPayments@dhhs.nc.gov](mailto:Medicaid.DirectedPayments@dhhs.nc.gov) or

If returned hardcopy, the overnight mailing address is:

Division of Health Benefits – Audit Section  
820 South Boylan Avenue  
Dorothea Dix Hospital Campus  
Raleigh, NC 27603

Sincerely,

Jim Flowers  
Deputy Director of Provider Audit

Enclosures      Exhibit A - IGT Invoice  
                         Exhibit B – IGT Agreement (Template)

**ROWAN COUNTY**

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: County Manager / BOC

EXPLANATION IN DETAIL:

Commissioners approved during the March 7, 2022 Commissioners meeting to reimburse Shelter Guardians Inc. for change orders 2 and 4 and for city water tap fee related to site work at the Nina Dix Dog Adoption Center.

Prepared by: JHOWDEN  
Date: 2/25/2022

BUDGET INFORMATION:

[illegible]

07 June 2021

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

RE: Nina Dix Dog Adoption Center  
1465 Julian Road, Salisbury, Rowan County  
Shelter Guardians Inc - Reimbursable Costs

Mr. Aaron Church:

The following is a list of additional expenses incurred by Shelter Guardians Inc. associated with the site work and preparation for the Nina Dix Dog Adoption Center. The summary list has been revised from the original request to provide additional clarification for the individual items.

We request that the County please review the list and consider reimbursing Shelter Guardians Inc. for these items.

: Change Order No. 2 – New Drive to the Existing Facility

The existing drive to the current facility was cut off when the new building site preparation began. At the time the proposed County road was not going to be built, so the General Contractor graded and installed 6" stone for a new drive to access the existing facility.

Cost: \$7,227.00

: Change Order No. 4 – Power Transformer

With their site assessment and review, Duke Energy stated that they would not install multiple transformers to accommodate the existing facility and the proposed building. Duke Energy wanted the entire facility on one transformer. Duke Energy then stated where they would locate the transformer to service the complex; this new location changed the construction drawing layout and associated power conduit runs. Additional backhoe work was required to meet the transformer.

Cost: \$9,460.00

: City Water Tap fee paid. This was required to be paid in order to obtain the building permit, and at the time the County had decided they would not build the proposed road.

Cost: \$15,860.00

Total cost of above items: \$32,547.00

Please let me know if you need any additional information as you make your determination towards the recompense.

# 1154112-575045



Thank you in advance for your time and attention.  
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jon E. Palmer', with a long horizontal stroke extending to the right.

Jon E. Palmer, AIA, NCARB  
JP+A Architect, PLLC  
341 Richmond Road  
Salisbury, North Carolina 28144

CC:

Project File

Craig Pierce, Rowan County Commissioner

Jay Dees, Rowan County Attorney

Nina Dix, Shelter Guardians Inc Chairwoman

Chris Bradshaw, CS Bradshaw Construction

## Howden, James M

---

**From:** Church, Aaron  
**Sent:** Wednesday, February 23, 2022 12:27 PM  
**To:** Howden, James M  
**Subject:** Re: Change Orders

That's fine. Please add it to the next agenda.

Aaron Church  
Rowan County Manager  
130 West Innes Street  
Salisbury, NC 28144  
Office: 704-216-8180  
Cell: 704-213-8369

On Feb 23, 2022, at 7:43 AM, Howden, James M <[James.Howden@rowancountync.gov](mailto:James.Howden@rowancountync.gov)> wrote:

Hi Aaron,

I believe this is the information that Commissioner Pierce was discussing at the Monday meeting. I see where the Board, on June 21 approved the change order, I do not see where the Board ever approved that we'd reimburse the foundation for these costs.

I think this should go to the Board for approval along with a BA for the funds? What are your thoughts?

Thanks

Jim

<image003.jpg>James M. Howden | Finance Director

**Rowan County Finance Department**

130 W. Innes Street, Salisbury, NC 28144

**[p]** 704-216-8178 **[c]** 980-565-5421

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** February 28, 2022  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

Board Appointments

**Upload Date**

3/2/2022

**Type**

Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**March 7, 2022**  
**COMMISSION MEETING**

---

**AGRICULTURAL ADVISORY BOARD**

On February 7, 2022 the Board reappointed Kim Starnes for a two-year term that will expire January 31, 2024. The Board is asked to ratify the term for the reappointment to a three-year term that will expire January 31, 2025.

**HISTORIC LANDMARKS COMMISSION**

William Kimball Kepley applied for reappointment for a term that will expire January 31, 2025.

Giovanni Vincent Spillman applied to fill a vacant seat and if approved the term will expire January 31, 2025.

**LIBRARY BOARD**

Jody Taylor applied to fill a vacancy and if approved, the term will expire December 31, 2024.

**TOWN OF ROCKWELL PLANNING AND ZONING BOARD ETJ**

Dallene Yontz, Mark Jennings and Jereme Linker applied for reappointment and if approved their terms will expire February 28, 2025.

Drew Shaver's term expires at the end of March. Mr. Shaver applied for reappointment for a term that will expire March 31, 2025.

*(Note: There are approximately 50 vacancies on various boards).*

# William Kimball Kepley

Rowan County | Generated 2/21/2022 @ 3:51 pm by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	William Kimball Kepley
<b>Application Date</b>	2/20/2022
<b>Expiration Date</b>	2/20/2024
<b>Board Member</b>	William Kimball Kepley
<b>Status</b>	Validated

## Board

Historic Landmarks Commission

## Vacancies

4

## Status

Pending

## Basic Information

### Name

William Kimball Kepley

### Business/Civic Experience and why you feel you are qualified for this appointment:

I have a broad knowledge of Rowan County History and a strong desire to see landmarks preserved.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

7265 Bringle Ferry Road  
Saalisbury, NC 28146

### Resident

Yes

### Phone

704-637-1478

### Cell Phone

704-637-0141

### Email

billkepley@carolina.rr.com

## Occupation

### Employer

retired

### Occupation

commercial real estate

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

# Mr. Giovanni Vincent Spillman

Rowan County | Generated 2/7/2022 @ 8:23 am by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Mr. Giovanni Vincent Spillman
<b>Application Date</b>	2/5/2022
<b>Expiration Date</b>	2/5/2024
<b>Board Member</b>	Giovanni Vincent Spillman
<b>Status</b>	<span>Validated</span>

Board	Vacancies	Status
Historic Landmarks Commission	4	<span>Pending</span>

## Basic Information

### Name

Mr. Giovanni Vincent Spillman

### Resume File

[View / Download](#)

### Business/Civic Experience and why you feel you are qualified for this appointment:

I've assisted with Mayor Alexander's businesses. I am a consistent volunteer in politics in my county. I also volunteer with a local historical society.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan County

## Gender

### What is your gender?

- Male

## Contact Information

### Address

5355 Wildwood Rd.  
Salisbury, NC 28146

### Resident

Yes

### Phone

7042232957

### Email

gvspillman@gmail.com

## Occupation

### Employer

KKA Architecture

### Occupation

Consultant

## Additional Information

# Mr. Jody Aaron Taylor

Rowan County | Generated 3/1/2022 @ 8:28 am by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Mr. Jody Aaron Taylor
<b>Application Date</b>	12/29/2021
<b>Expiration Date</b>	12/29/2023
<b>Board Member</b>	Jody A Taylor
<b>Status</b>	Validated

Board (Rank)	Vacancies	Status
Library Board (1)	1	BoC Meeting
Rowan Economic Development Council (2)	7	Pending

## Basic Information

### Name

Mr. Jody Aaron Taylor

### Business/Civic Experience and why you feel you are qualified for this appointment:

Former C-Suite Business Owner in Rowan County, Former Historic Landmarks Commissioner of Rowan County, and current community volunteer and local philanthropist working for the betterment of my community and would like to give back in additional ways in 2022 to the library and business sector of Rowan County for the continued growth of our area.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Gender

### What is your gender?

- Male

## Contact Information

### Address

195 Morrowfield Place  
Mount Ulla, NC 28125

### Resident

Yes

### Phone

704-418-5398

### Cell Phone

704-418-5398

### Email

jodyataylor@outlook.com

## Occupation

### Employer

Independent Contractor and Non-Profit Consultant

### Occupation

VP/Director of Marketing & Communications

## Additional Information

# Dallene Yontz

Rowan County | Generated 2/4/2022 @ 2:53 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Dallene Yontz  
**Application Date** 2/4/2022  
**Expiration Date** 2/4/2024  
**Board Member** Dallene Yontz  
**Status** Validated

### Board

Town of Rockwell Planning and Zoning  
Board - ETJ

### Vacancies

1

### Status

Pending

## Basic Information

### Name

Dallene Yontz

### Have you ever been convicted of a felony?

no

### County of Residence

Rowan

## Contact Information

### Address

370 Olde Fields Drive  
Salisbury, NC 28146

### Resident

Yes

### Phone

704-202-3663

### Email

Dale.realtor@yahoo.com

## Occupation

### Employer

Dale Yontz Realty LLC

### Occupation

Realtor

## Gender

### What is your gender?

- Female

## Additional Information



# Mark Edward Jennings

Rowan County | Generated 2/18/2022 @ 12:39 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Mark Edward Jennings  
**Application Date** 2/18/2022  
**Expiration Date** 2/18/2024  
**Board Member** Mark Jennings  
**Status** Validated

## Board

Town of Rockwell Planning and Zoning Board - ETJ

## Vacancies

1

## Status

Pending

## Basic Information

### Name

Mark Edward Jennings

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

290 Belmont Pl  
Rockwell, NC 28138

### Resident

Yes

### Phone

7046377733

### Cell Phone

7042132491

### Email

mark@jenningsinsurancenc.com

## Occupation

### Employer

Jennings Insurance Agency, Inc

### Occupation

Insurance Agent

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

# Jereme Linker

Rowan County | Generated 2/8/2022 @ 4:31 pm by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	Jereme Linker	Town of Rockwell Planning and Zoning Board - ETJ	1	BoC Meeting
Expiration Date	2/8/2022			
Board Member	2/8/2024			
Status	Jereme Linker			Validated

## Basic Information

### Name

Jereme Linker

### Business/Civic Experience and why you feel you are qualified for this appointment:

I am the current Chairperson for the Town of Rockwell Planning and Zoning Board. I wish to continue to serve my community for another term.

### Have you ever been convicted of a felony?

No.

### County of Residence

Rowan

## Contact Information

### Address

235 Crescent Rd  
Rockwell, NC 28138

### Resident

Yes

### Phone

7042792921

### Cell Phone

7042027388

### Email

jereme.l.linker@gmail.com

## Occupation

### Employer

Rockwell City Fire Department

### Occupation

Firefighter / EMT

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

# Drew Shaver

Rowan County | Generated 2/16/2022 @ 12:13 pm by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Drew Shaver
<b>Application Date</b>	2/4/2022
<b>Expiration Date</b>	2/4/2024
<b>Board Member</b>	Drew Shaver
<b>Status</b>	<b>Validated</b>

## Board

Town of Rockwell Planning and  
Zoning Board - ETJ

## Vacancies

1

## Status

**BoC Meeting**

## Basic Information

### Name

Drew Shaver

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

640 Sides Road  
Salisbury, NC 28146

### Resident

Yes

### Phone

7047988486

### Email

dmslaver11@gmail.com

## Occupation

### Employer

Powles Staton Funeral Home

### Occupation

Funeral Service Licensee

## Gender

### What is your gender?

- Male

## Additional Information