



ROWAN COUNTY COMMISSION AGENDA
May 15, 2017 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

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 the Minutes: May 1, 2017

1 Consider Approval of Consent Agenda

- A. Proclamation for Let's Get Connected Day
- B. Refunds for Approval
- C. Proposals for Auditing Services for Fiscal Years 2017 - 2019
- D. Juvenile Crime Prevention Council Funding Recommendation
- E. Permission for Application to NC Science Museum Grant
- F. Home and Community Care Block Grant Funding Plan for 2017-18
- G. Contract Addendum with Tyler Technologies
- H. Temporary Use Agreement for Carolina Beverage/Cheerwine
- I. Rezoning Application For One-Acre Parcel on Julian Road
- J. Accept Grant Funds From The Woodson Foundation
- K. The Blanche & Julian Robertson Family Foundation Grant Acceptance for One Church One Child

- L. Set Quasi-Judicial Hearing for CUP 03-17 for June 5, 2017
 - M. Agreement with Salisbury for Operation of Northeast Rowan Water System
 - N. Agreement With City of Salisbury for Delivery and Purchase of Water for Northeast Rowan Water System
- 2 Public Comment Period
 - 3 Reduced Spay/Neuter Fee for Rescue Partners
 - 4 Financial Report
 - 5 Budget Amendments and Capital Projects Ordinance
 - 6 Receive FY 2017-18 Proposed Budget and Schedule Public Hearing for Proposed Budget
 - 7 Closed Session
 - For Attorney-Client Privileged Communication Pertaining to Pending Litigation Regarding the ACLU Lawsuit
 - 8 Adjournment

Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.

**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: May 8, 2017
SUBJECT: Consider Approval of the Minutes: May 1, 2017

ATTACHMENTS:

Description

May 1, 2017 Minutes

Upload Date

5/8/2017

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

DRAFT

Rowan County Board of Commissioners

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

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

May 1, 2017 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

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

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

County Manager Aaron Church, Clerk to the Board/Assistant to the County Manager Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Assistant County Manager/Finance Director Leslie Heidrick asked the Board to consider the addition of several budget amendments.

Chairman Edds added the budget amendments as agenda item #6a.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda as amended passed unanimously.

Equal Opportunity Employer



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CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the minutes of the April 17, 2017 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Klusman moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously.

The Consent Agenda consisted of the following:

- A. Dental Health Fee Schedule
- B. Proclamation Recognizing National Arson Prevention Week
- C. Timber Contract for Property Behind Fairgrounds
- D. Amendment of FY 16-17 HOME Action Plan
- E. Resolution Authorizing Acquisition of Real Property at 1435 Julian Road, Salisbury, NC
- F. Authorize County Manager to Pay Bonuses to Deputies Who Work any County Recognized Holiday for City of Salisbury

2. SPECIAL RECOGNITION

Chairman Edds said it was not often a community anywhere in the country had the honor of recognizing a local family and local business, such as Cheerwine, for its centennial anniversary. Cliff Ritchie, President and CEO of Cheerwine was present, along with his daughter, Joy Ritchie Harper, who also works for the Company.

Chairman Edds recognized members of Rowan County's Legislative Delegation members who were also present to honor the Cheerwine Family: Representative Harry Warren, Representative Carl Ford and Senator Andrew Brock.

A round of applause welcomed the Legislators to the meeting.

Representative Warren said it was a great honor to celebrate 100 years of Cheerwine. Representative Warren said if Cheerwine could talk about what it had seen in its lifetime it would include two (2) World Wars, Korean, Vietnam and Afghanistan Wars. Representative Warren said Cheerwine had survived a Depression and a Great Recession and the fact the Company was still going strong today was a testament to the alluring appeal of Cheerwine. Representative Warren congratulated Cheerwine for its 100 year anniversary.

A round of applause followed Representative Warren's comments.

Representative Carl Ford said he was honored to be part of today's celebration and he expressed appreciation for the folks at Cheerwine and what they meant to the community. Representative Ford agreed with Representative Warren's comments and said 100 years for any business was unbelievable.

Representative Ford said the Company continued to expand nationwide and in the previous year had purchased Sundrop. Representative Ford wished Cheerwine another 100 years. Representative said he had professionally worked with Cheerwine for decades and had the honor to work with the President/CEO Cliff Ritchie raising money for the Boy Scouts. Representative Ford described Cheerwine was a good corporate citizen and said the Company was made up of good people. Representative Ford said, "God bless Cheerwine and I hope they continue to grow." In conclusion, Representative Ford said the North Carolina Senate and the North Carolina House would also be honoring Cheerwine in a few weeks.

A round of applause followed Representative Ford's comments.

Senator Brock said Cheerwine was such an integral part of the community. Senator Brock said one could not attend a game, school event, church event, etc. without seeing Cheerwine as part of the event. Senator Brock talked about how people visited from other states where Cheerwine was not sold and how they tried to load their cars with the soft drink to take back home.

Senator Brock continued by saying he had a certificate from the North Carolina Senate honoring the 100th birthday of Cheerwine. Senator Brock said the certificate was a reflection of how people felt about Cheerwine.

Senator Brock shared his love for Cheerwine and in closing said Cheerwine was good to Rowan County, good to North Carolina and all because the people and family of Cheerwine was so great.

A round of applause followed Senator Brock's comments.

Chairman Edds called Mr. Ritchie and Ms. Harper forward for presentation of the certificate from Senator Brock. The presentation was followed by another round of applause.

Chairman Edds highlighted the following Cheerwine information for the record:

- While experimenting with soft-drink recipes in 1917 during WW1 sugar rationings, Cheerwine's Founder, L.D. Peeler, added a unique wild cherry flavoring to the mix. Just like magic, the legendary taste of Cheerwine was born and delivered back then in North Carolina by horse, train and wagon.
- During the twentieth century, Cheerwine became an important part of the Carolina culture. The family business continued to succeed throughout difficult eras in American history, including The Great Depression and World War II.
- In the 20's the original Cheerwine bottle had a paper label. By 1920 as Cheerwine gained popularity, a glass bottle with three (3) cherries and the

Cheerwine name molded into the shoulder was produced. Cheerwine added its first delivery truck.

- In the 30's, L.D. Peeler died in 1931 and his son, Clifford Peeler, took over as President of Carolina Beverage Corporation and Cheerwine Bottling Company.
- In 1953, Dwight Eisenhower became the first President known to enjoy a Cheerwine. A bottle of Cheerwine sold for 5 cents in the 1950's and a 24-bottle case sold for 80 cents.
- Cheerwine moved to its present location in July of 1967. The first production was on July 4, 1967. In the 1960's, the first Cheerwine television commercial was filmed using the tag, "Deliciously Different."
- In the late 1970's, Clifford Peeler's grandsons, Cliff and Mark Ritchie, joined the family business.
- In the 1980's, the tagline "Wildest Cherry Soft Drink" shows up and 1989 marked the last run of the returnable 8-ounce bottles.
- Mark Ritchie became President of Carolina Beverage Corporation and Cliff Ritchie became President of Cheerwine Bottling in 1992. In 1992, George Bush, Sr. came to Rowan County to the Fourth of July festivities and is the second President known to enjoy a Cheerwine.
- In 2002, Food Lion introduced Cheerwine Ice Cream. In 2006 the Cheerwine logo changed to include cherries for the first time since 1920. That same year Clifford Peeler was inducted into the Beverage World Hall of Fame. Cliff Ritchie was inducted three (3) years later and also took over as President of Carolina Beverage Corporation in 2007. Cheerwine teamed up with Krispy Kreme to unveil the Cheerwine Doughnut in 2010. Cheerwine introduced several new flavors, beginning with Cheerwine Holiday Punch in 2014, Cheerwine Squeeze in 2015 and Cheerwine Kreme in 2016. In 2015, Cheerwine's official fan club, the Cheerwine Authentic Soda Society was formed.
- In 2017, Cheerwine celebrates their 100th birthday.

Chairman Edds shared a story about his family being on a cruise and meeting another family that was sharing Cheerwines with people on the ship.

Chairman Edds said the funniest line concerning Cheerwine had come from the Company's Marketing Director, Tom Barbitta. While attending a meeting, Mr. Barbitta had shared that Cheerwine was in all 50 states but had joked they were not sure how it was getting there.

Chairman Edds opened the floor for comments from the other Commissioners.

Commissioner Caskey said Cheerwine caused him to remember his grandfather, as his grandfather always had a Cheerwine. Commissioner Caskey thanked the Ritchie Family for Cheerwine.

Commissioner Klusman said as one of the newer residents of Rowan County, her first taste of Cheerwine was ten (10) years ago. Commissioner Klusman said her favorite taste of Cheerwine was in the Cheerwine Float at Innes Street Drug. Commissioner Klusman thanked Cheerwine for its corporate citizenship and wished the Company another blessed 100 years.

Commissioner Greene talked about Cheerwine and jokingly said the 12 year olds in the Little League were provided with Cheerwine to make sure they were hooked before adulthood. Commissioner Greene continued by saying he had the privilege of working with Cliff Peeler, who had served as Mayor of Salisbury at one time. Commissioner Greene said it was a pleasure to have such a reputable Company as part of the community. Commissioner Greene thanked the Cheerwine Family and wished them continued success in the future.

Commissioner Pierce said he had the pleasure of helping the Ritchie Family remodel the Cheerwine offices. Commissioner Pierce said of all the businesses he had worked with over the years, Cheerwine was unique with its family-oriented atmosphere. Commissioner Pierce said everyone seemed to enjoy working for Cheerwine and he had noticed how they treated each other like brothers and sisters. Commissioner Pierce said even though the Company continued to grow and be successful, he felt Cheerwine was the “exception” in that after 100 years, everyone at the Company was considered family. Commissioner Pierce thanked the Ritchie Family for allowing him to be involved.

Chairman Edds announced the Board would make a presentation to the Ritchie’s, to be followed by a 30-minute recess. Chairman Edds invited everyone in attendance to enjoy Cheerwine refreshments during the recess and help the Commissioners congratulate the Ritchie Family.

Chairman Edds then called the Ritchie’s forward and read a ***Proclamation Honoring a Century of Cheerwine*** as follows:

WHEREAS, L.D. Peeler created Cheerwine in Salisbury, North Carolina in 1917 during World War I amid a sugar shortage; and

WHEREAS, this soft drink with its hint of cherry flavor became an immediate favorite that became known as “The Legend”; and

WHEREAS, in 1924 as The Legend continued to spread, it outsold another L.D. Peeler soft drink, Mint Cola, and in 1924 the Company changed its name from Mint Cola Bottling Company to Cheerwine Bottling Company; and

WHEREAS, after L.D.’s passing in 1931, his son Clifford Peeler took over as President and continued to keep the Company profitable, even throughout the depression; and

WHEREAS, this famous soft drink has been sampled by three (3) United States Presidents while visiting North Carolina: Dwight Isenhour, George Bush, Sr. and Barack Obama; and

WHEREAS, 100 years after its creation, the Company, now known as Carolina Beverage/Cheerwine, is still a family-owned business with L.D.'s great-great-grandson Cliff Ritchie leading the helm as President and CEO; and

WHEREAS, the presence of Carolina Beverage/Cheerwine in Rowan County is that of a strong community partner with remarkable contributions, and a significant economic impact.

NOW THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby congratulate Cheerwine and the Peeler Family descendants on their CENTENNIAL ANNIVERSARY and for being a dependable pillar and vital part of Rowan County.

After reading the Proclamation, Chairman Edds moved to approve the Proclamation. The motion was seconded and passed unanimously.

Chairman Edds presented the Ritchie Family with the Proclamation. A round of applause followed the recognition.

Chairman Edds declared the Board to be in recess at 3:30 p.m.

Chairman Edds reconvened the meeting at 4:00 p.m.

3. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward, Chairman Edds closed the Public Comment Period.

4. QUASI-JUDICIAL HEARING FOR CUP 02-17

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 02-17 to be in session. Chairman Edds said the hearing would focus on an application submitted by Reginald Keaton for a residential storage facility on Tax Parcel 709-067 located along the 4600 block of Needmore Road.

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

Planner Franklin Gover presented the Staff Report (Exhibit B) and said Mr. Keaton was requesting a conditional use permit (CUP) for a 480 square foot residential storage facility for personal storage. No commercial uses are allowed.

Using a power point (Exhibit C), Mr. Gover highlighted the proposed site for the structure, as well as the surrounding area.

Procedurally, Mr. Gover said three (3) separate motions were necessary to adopt Findings of Fact based on the six (6) conditional use criteria contained in the Staff Report (Exhibit B).

Mr. Gover provided the Board with example Findings of Fact (Exhibit D) during deliberations.

With no one coming forward to address the Board, Chairman Edds closed the public hearing.

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

FACT: This request complies with all eight (8) specific requirements identified in section 21-60 (10) for residential storage facilities.

FACT: The proposed storage building is subject to compliance with applicable building code standards.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

FACT: No material evidence was presented suggesting this request would injure property values.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

FACT: As evidenced by the accompanying map and staff report, surrounding properties are wooded with nearby homes along Needmore and Foster Roads.

FACT: The staff report indicates the proposed structure would be well under the allowable 10% for accessory structures (if residentially developed) based on the 0.92 acres owned by Reginald Keaton.

FACT: The building scale would not be out of character with the allowable accessory structure square footage on residentially developed properties or that found on agricultural land.

FACT: The Western Rowan Land Use Plan is silent on this topic and therefore this request would not be in conflict with the plan.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve CUP 02-17 passed unanimously.

5. CONSIDER APPROVAL OF NORTHEASTERN ROWAN WATER LINE AGREEMENT WITH DUKE ENERGY

County Manager Aaron Church discussed the agreement between Rowan County and Duke Energy, LLC (Duke) regarding the northeastern Rowan Water Line (Line). Mr. Church explained that the agreement had already been executed by Duke Energy.

Mr. Church said there were a lot of steps, timeframes and deadlines to be met throughout the installation of the Line. Mr. Church recommended the Board authorize the Chairman to execute the contract, after a purchase agreement was executed between the City of Salisbury and the County.

In the contract with Duke, the County would provide infrastructure for potable water to folks in a certain geographical area near Dukeville Road as required statutorily by the State to Duke. Duke will pay Rowan County for the construction of a 6" line from I-85 out to each customer. Mr. Church reported as of today there were approximately 173 customers signed up. Mr. Church continued by saying the County planned to ask the engineers to include a bid alternate for a 12" waterline from the interstate to Dukeville Road. Mr. Church said if the Board elects to do a 12" line, the County would pay the difference between the 6" line and the 12" line.

Mr. Church said Duke was responsible for paying for everything from the start of the Line up to the house.

Mr. Church described the schedule as aggressive. The first deadline for the design of the water system main was no later than August 11, 2017. Mr. Church said selection of construction contractor would occur no later than September 30, 2017. Mr. Church said Duke wanted the aggressive schedule and the County would do its best to adhere to the schedule; however, it could take an additional 15 to 30 days. Mr. Church said Duke wanted completion of the main construction by June 1, 2018. Mr. Church said Duke was trying to meet the statutory guidelines imposed by the State and the County would do its best to meet the deadlines. In accordance with the contract, Duke would provide \$100,000 towards the Enterprise Fund associated with the new system.

Mr. Church discussed the purchase agreement with the City of Salisbury. Mr. Church said the County would own the infrastructure, purchase the water and sell it to the customers. The bills would come from Salisbury. Mr. Church explained there would be two (2) contracts with Salisbury. One is to purchase the water and the other was to maintain and operate the system. Mr. Church

said the County did not have to use Salisbury to maintain and operate the system. The County could operate and maintain the system and do the billing; however, starting out, Mr. Church said the County would utilize the maintenance and operation agreement with Salisbury. Mr. Church said the County would pay Salisbury a one-time amount of \$50,000 for the water purchase and to reduce the amount of flushing costs the County would incur.

Following a few questions from the Board, Commissioner Pierce moved to approve the agreement with Duke. The motion was seconded by Commissioner Klusman and passed unanimously.

6. DISCUSSION REGARDING JULY MEETING SCHEDULE

Chairman Edds said the Board has typically voted in the past to cancel the second meeting during the month of July. The Board was scheduled to meet July 3, 2017 and July 17, 2017. Chairman Edds asked the Board its meeting preferences for the month of July.

After a brief discussion, Commissioner Klusman moved for the Board to hold one (1) meeting in July - on July 5, 2017 at 3:00 p.m. Chairman Edds seconded and the motion passed unanimously.

ADDITION

6a. BUDGET AMENDMENTS

Assistant County Manager/Finance Director Leslie Heidrick presented six (6) budget amendments as follows:

- Finance – To budget JCPC discretionary funds awarded to Rowan Youth Services Bureau and Rowan Strengthening Families - \$3,000
- Cooperative Extension – To budget additional revenues and expenditures for fees received for 4-H General Programs at Cooperative Extension - \$7,000
- Sheriff – Recognize anticipated revenue for rest of fiscal year and budget to appropriate expense accounts - \$209,544
- Sheriff – Recognize anticipated revenue for rest of fiscal year and budget to appropriate expense accounts - \$140,848
- Social Services – Funding for foster care casework visits to promote safe and stable families. Requesting to increase budgeted amounts in the expenditure and revenue line items (no county money required) - \$7,109
- Finance – Budget interest revenue received on the RCCC HVAC and Dental Capital Project - \$4,407

Commissioner Klusman moved, Commissioner Greene seconded and the motion to approve the budget amendments passed unanimously.

7. CONSIDER APPROVAL OF BOARD APPOINTMENTS

ROWAN-IREDELL VFD FIRE COMMISSIONERS

Gail Sharpe no longer lives within the fire district and Christopher Hutchison submitted an application to fill the vacancy. The term expires February 28, 2019 at which time Mr. Hutchison would be eligible to serve a full term.

Commissioner Klusman nominated Christopher Scott Hutchison and the nomination passed unanimously.

THERAPEUTIC RECREATION BOARD

Nicolas Hunter Johnson applied to fill an at large vacancy. The term would be for three (3) years beginning May 1, 2017 and expiring April 30, 2020.

Mr. Johnson resides in Cabarrus County. The Board of Commissioners (BOC) adopted a Resolution for Rowan County Appointment Process for Boards and Commissions in 2012, which states any citizen who resides in Rowan County is eligible to serve.

The Board is asked to consider whether it wishes to adhere to the residency requirement in the Resolution and instruct the Clerk to advertise for additional applications, or, if it wishes to waive the residency requirement and appoint Mr. Johnson. The term is for three (3) years beginning May 1, 2017 and expiring April 30, 2020.

Chairman Edds asked the Clerk to advertise for additional applications.

- At this point in the meeting, Chairman Edds announced the 2017 Business Trade Show with over 80 exhibitors would be held at the West End Plaza. The event was scheduled from 2:00 p.m. to 7:00 p.m.
- Before adjourning, Chairman Edds thanked Clerk to the Board Carolyn Barger for the time she had spent coordinating with the legislative delegation and planning the recognition/reception for the Cheerwine Family.

8. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 4:47 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board/
Assistant to the County Manager

**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: 4-27-17
SUBJECT: Proclamation for Let's Get Connected Day

ATTACHMENTS:

Description
Proclamation

Upload Date
5/8/2017

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

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PROCLAMATION LET'S GET CONNECTED DAY

WHEREAS, the Human Relations Council and its subcommittee, the Covenant Community Connection, strives to promote unity, cooperation, and understanding among the various faith groups throughout our community; *and*

WHEREAS, "Let's Get Connected Day" is a gathering of social unity for all citizens of our community for a day of friendship, fun, and festivities; *and*

WHEREAS, we acknowledge that prayer is a deeply personal experience and is an expression of our individual dispositions, as well as our religious convictions; *and*

WHEREAS, the Circle of Prayer symbolizes the unification of people and faith groups by joining hands in prayer for harmony, peace and understanding; *and*

WHEREAS, Let's Get Connected Day will bring the diverse faith groups throughout our community together to pray for our community and our world, and to promote understanding across racial, cultural and religious boundaries.

NOW, THEREFORE, the Rowan County Board of Commissioners, does hereby proclaim Saturday, May 20, 2017 as

LET'S GET CONNECTED DAY

in Rowan County and encourages participation by our fellow citizens to join in prayer for our community at noon on this day.

This the 15th day of May 2017.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board /
Assistant to the County Manager

Equal Opportunity Employer



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

MEMO TO COMMISSIONERS:

FROM: Tonya Parnell, Tax Collections Manager
DATE: May 1, 2017
SUBJECT: Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
March VTS	5/1/2017	Cover Memo
April Regular Refund	5/1/2017	Cover Memo

ENTERED
4/25/17

5/19/17

MARCH 2017 VTS REFUNDS

BusinessName	Address_1	Address_2	CITY	STATE	ZIP	Transaction_Num	Refund_Reason	REFUND
ALLEN, RENE CONNOR	160 HUNTERS POINT DR	NA	ROCKWELL	NC	28138	63510592	Vehicle Sold	\$21.99
ANTHONY, CHAD MICHAEL	192 COUNTRY VIEW RD	NA	STATESVILLE	NC	28625	65034992	Tag Surrender	\$40.56
ATWELL, BRIAN TRENTON	1130 PATTERSON RD	NA	SALISBURY	NC	28147	64744904	Vehicle Sold	\$38.60
BARBER, JOHN DONALD	739 STONE RD	NA	SALISBURY	NC	28146	63981838	Vehicle Sold	\$27.59
BARGER, KARA ELIZABETH	712 N SALISBURY GQ AVE	NA	SALISBURY	NC	28146	63690908	Vehicle Sold	\$190.16
BARRINGER, KEVIN GARRETT	215 J BROWN RD	NA	SALISBURY	NC	28146	64093682	Vehicle Sold	\$13.55
BAZ, HOLLI AMANDA	1135 CEDAR POND LN	NA	SALISBURY	NC	28146	64470556	Vehicle Sold	\$15.31
BEAN, CYNTHIA EVANS	2326 WOODSDALE DR	NA	KANNAPOLIS	NC	28081	127556192	Situs error	\$14.82
BEHMER, JAMES DOUGLAS	2431 BERKSHIRE DR	NA	SALISBURY	NC	28146	96140505	Vehicle Sold	\$161.34
BELL, EDGAR ERNEST JR	2855 SHERRILLS FORD RD	NA	SALISBURY	NC	28147	64470534	Vehicle Sold	\$15.45
BENFIELD, GEORGE SHANNON	1625 DUNNS MOUNTAIN RD	NA	SALISBURY	NC	28146	63982010	Vehicle Sold	\$4.65
BENTLEY, JONI MARIE	PO BOX 2405	NA	SALISBURY	NC	28145	96357024	Tag Surrender	\$122.94
BERRY, THOMAS EDWARD II	810 N MAIN ST	NA	CHINA GROVE	NC	28023	63981976	Over Assessment	\$12.42
BEUTEL, RAYE ANN	1230 HOLSHOUSER RD	NA	ROCKWELL	NC	28138	63981944	Vehicle Sold	\$1.17
BINGHAM, DAVID YATES	402 S ELLIS ST	NA	SALISBURY	NC	28144	97667949	Vehicle Totalled	\$35.40
BISHOP, ROBERT ALAN	1003 KENTON PL	NA	SALISBURY	NC	28146	64470504	Vehicle Sold	\$9.12
BOST, DEREK LANNY	120 SCOTT TRCE	NA	SALISBURY	NC	28147	65035122	Vehicle Sold	\$69.74
BOST, JOHNNY	210 ROUND TUIT LN	NA	MOUNT ULLA	NC	28125	63981960	Vehicle Sold	\$20.34
BOST, JOHNNY	210 ROUND TUIT LN	NA	MOUNT ULLA	NC	28125	63981956	Vehicle Sold	\$1.56
BOWERS, TAMMY MILLER	5865 FAITH RD	NA	SALISBURY	NC	28146	63571144	Tag Surrender	\$9.27
BRATCHER, DERRICK LAMONTE JR	125 SCOTT TRCE	NA	SALISBURY	NC	28147	63510576	Vehicle Sold	\$41.48
BROWN, JAZZMIN	205 ACELAND CIR	NA	SALISBURY	NC	28146	63510620	Vehicle Totalled	\$26.18
BROWN, RHONDA TAYLOR	835 ACORN OAKS DR	NA	SALISBURY	NC	28146	65111972	Tag Surrender	\$242.03
BRUCE, MONTE DUANE	470 KNOTTY PINE CIR	NA	SALISBURY	NC	28146	64470516	Vehicle Totalled	\$15.93
BURCHETTE, ASHLEY ANNE	PO BOX 804	NA	ROCKWELL	NC	28138	95265585	Vehicle Totalled	\$10.66
BURLINGHAM, DRAKE STEVEN	2825 W INNES ST	NA	SALISBURY	NC	28144	65111932	Vehicle Sold	\$18.89
CAGLE, MICHAEL HAYWOOD	1002 ASHWOOD PL	NA	SALISBURY	NC	28146	96705849	Vehicle Sold	\$52.94
CAROLINA HOMEWORKS OF NCLLC	2755 BRINGLE FERRY RD	NA	SALISBURY	NC	28146	63982034	Tag Surrender	\$77.30
CARR, GREGORY RICHARD	19240 OLD BEATTY FORD RD	NA	GOLD HILL	NC	28071	63981886	Vehicle Sold	\$77.47
CORL, JACKWLYN NICOLE KOEHNE	5275 FISH POND RD	NA	SALISBURY	NC	28146	65035090	Vehicle Totalled	\$10.47
CORRELL, TERRI SHUPING	790 LAKE WRIGHT RD	NA	CHINA GROVE	NC	28023	65111942	Vehicle Sold	\$8.75
COWAN, PATRICIA GARNER	140 STONEYBROOK RD	NA	SALISBURY	NC	28147	95972844	Vehicle Totalled	\$55.05
CROWELL, CHARLES MILTON III	515 SONOMA LN	NA	SALISBURY	NC	28146	64238048	Vehicle Sold	\$39.46
CUNNINGHAM, TARUS CENTRELL	200 GRANT ST APT 95	NA	SALISBURY	NC	28144	127020592	Situs error	\$10.19

Sonya Parnell
Tax Collections Manager

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DAVIS, RONALD AARON	1885 RAINEY RD	NA	SALISBURY	NC	28146	63510568	Vehicle Sold	\$7.99
DAVIS, STEPHEN EUGENE	1001 LOGANBERRY LN	NA	SALISBURY	NC	28146	64470580	Vehicle Sold	\$63.95
DEVIZZIO, BARBARA DIXON	360 AUTUMN CHAPEL DR	NA	SALISBURY	NC	28147	65034836	Tag Surrender	\$16.97
DILLARD, LISA BLACK	875 SLOOP ST	NA	CHINA GROVE	NC	28023	64958888	Over Assessment	\$40.46
DILLARD, LISA BLACK	875 SLOOP ST	NA	CHINA GROVE	NC	28023	65034538	Over Assessment	\$36.33
DOBY, FRANKIE RENEE	7015 MITCHELL AVE	NA	CHINA GROVE	NC	28023	126838580	Situs error	\$14.65
DOUTHITT, GAIL DAVIS	515 SONOMA LN	NA	SALISBURY	NC	28146	64238046	Vehicle Sold	\$33.11
ELITE FIRE CONTROL	PO BOX 1573	NA	SALISBURY	NC	28145	97668663	Tag Surrender	\$44.60
FACEMYER, DONALD WAYNE	3012 RAYMOND AVE	NA	SALISBURY	NC	28147	95973021	Vehicle Sold	\$71.25
FIFIELD, JOHN MICHAEL	117 CIRCLE DR	NA	SALISBURY	NC	28144	96563694	Tag Surrender	\$64.60
FIGIELLI, JOSEPH STEVEN	4883 MT SHAVANO ST	NA	BRIGHTON	CO	80601	95265765	Reg . Out of state	\$293.05
FORTNER, CATHERINE E	260 PINEVALE DR	NA	SALISBURY	NC	28144	65035100	Vehicle Sold	\$14.38
FUNDERBURK, SANDRA	409 FORESTDALE DR	NA	SPENCER	NC	28159	63981914	Vehicle Sold	\$271.83
GALLOWAY, RANDY JOE	205 GALLOWAY DR	NA	ROCKWELL	NC	28138	65111944	Vehicle Sold	\$80.08
GOODNIGHT, DOUGLAS MCKINLEY	1202 FAIRWAY DR	NA	KANNAPOLIS	NC	28081	95972667	Vehicle Sold	\$185.24
GOODNIGHT, LARRY WAYNE	3800 CAUBLE RD	NA	SALISBURY	NC	28144	65035052	Vehicle Sold	\$180.37
HANNOLD, JANELLA BOGER	480 EPPERSON RD	NA	SALISBURY	NC	28147	63571382	Tag Surrender	\$5.93
HARRISON, JOANNE ABRAMS	412 CANDLEWICK DR	NA	SALISBURY	NC	28147	65111938	Vehicle Totalled	\$123.26
HARTSELL, KATHRYN BEAVER	256 WATER OAK LN	NA	CHINA GROVE	NC	28023	65035044	Vehicle Sold	\$26.49
HARWARD, CHRISTOPHER EVERRETT	1111 ROCK POND LN	NA	SALISBURY	NC	28146	63571128	Vehicle Sold	\$10.01
HAYES, JAVAN WILLIAM	207 W 15TH ST	NA	SALISBURY	NC	28144	95128857	Vehicle Sold	\$68.82
HOFFMAN, HENRY ARTHUR III	2525 SHERRILLS FORD RD	NA	SALISBURY	NC	28147	64238054	Vehicle Sold	\$25.59
HOLLOWAY, CHARLES NORRIS JR	111 HENRY LAURENS CIR	NA	SALISBURY	NC	28147	95536101	Tag Surrender	\$134.93
HOLMES, JOANNE BLOUNT	930 SELLS RD	NA	SALISBURY	NC	28144	65111884	Vehicle Sold	\$72.77
HOOD, ROBIN RILEY	1675 DEER CREEK DR	NA	SALISBURY	NC	28146	64865786	Mileage	\$16.28
HOOKS, JAMES DONALD JR	309 DOTS CIR	NA	CHINA GROVE	NC	28023	63981934	Vehicle Totalled	\$13.73
HUNTLEY, CYNTHIA LYNNETTE	PO BOX 2746	NA	SALISBURY	NC	28145	95537244	Vehicle Sold	\$19.09
JONES, BOBBY LEE	2210 BRINGLE FERRY RD	NA	SALISBURY	NC	28146	65111992	Vehicle Sold	\$159.68
KEGLEY, VICTOR QUENTIN	134 HAZELTINE CT	NA	SALISBURY	NC	28144	97667865	Vehicle Sold	\$132.02
KEPLEY, CHRISTY DENNY	3321 OLD MOCKSVILLE RD	NA	SALISBURY	NC	28144	64684584	Tag Surrender	\$238.44
KUNZE, STEVEN WAYNE	971 JAMES AUSTIN RD	NA	SPARTA	TN	38583	63510398	Vehicle Sold	\$18.55
KUNZE, STEVEN WAYNE	971 JAMES AUSTIN RD	NA	SPARTA	TN	38583	63510402	Vehicle Sold	\$6.97
LABOVITZ, SETH STEVEN	303 MAUPIN AVE	NA	SALISBURY	NC	28144	95972985	Vehicle Totalled	\$43.16
LANDAVERDE, MARCIANO	1807 CENTRAL DR	NA	KANNAPOLIS	NC	28083	97667811	Vehicle Sold	\$31.16
LANGEVIN, GILBERT AND	177 HIDDEN OAKS DR	NA	ROCKWELL	NC	28138	65035150	Vehicle Sold	\$64.31
LEDBETTER, LISA POOLE	406 ASHLEY DR	NA	ROCKWELL	NC	28138	63510408	Vehicle Sold	\$54.56
LEWIS, ROBERT WHITE JR	925 LEGION CLUB RD	NA	SALISBURY	NC	28146	63981442	Over Assessment	\$29.37

LIVENGOOD, ASHLEY NICOLE	230 BARN VIEW LN	NA	WOODLEAF	NC	27054	63981414	Vehicle Sold	\$40.93
LIVENGOOD, TIA MARIE	425 BROOK CIR	NA	SALISBURY	NC	28147	63981904	Vehicle Sold	\$12.16
LYERLY, GEORGE ALAN	2115 OLD CONCORD RD	NA	SALISBURY	NC	28146	64093678	Vehicle Sold	\$10.63
MAHANNA, JUDITH ANN	110 BAYMOUNT DR	NA	SALISBURY	NC	28144	64093636	Vehicle Sold	\$25.51
MASON, GLENN WILLIAM	638 BROWNRIGG RD	NA	SALISBURY	NC	28144	96706506	Tag Surrender	\$10.46
MILLER, CLAYTON RANDALL	545 CHINA GROVE RD	APT B	CHINA GROVE	NC	28023	65111916	Vehicle Sold	\$223.64
MORRIS, JAMES FREDRICK JR	323 WEBB RD	NA	SALISBURY	NC	28147	63982004	Vehicle Sold	\$4.99
MORTON, LEVI THOMAS	2604 MCGILL ST	NA	KANNAPOLIS	NC	28081	63510556	Vehicle Sold	\$85.46
NICHOLS, DENNIS JAMES	2825 W INNES ST	NA	SALISBURY	NC	28144	65035110	Vehicle Sold	\$123.68
OGDEN, DIANE TRINQUE	325 LM OVERCASH RD	NA	SALISBURY	NC	28146	64093934	Tag Surrender	\$20.46
PAGE, JUDY VEACH	5615 GOODMAN LAKE RD	NA	SALISBURY	NC	28146	64470590	Vehicle Sold	\$23.91
PLYLER, CRYSTAL ANNE	2513 W C ST	NA	KANNAPOLIS	NC	28081	64238036	Vehicle Sold	\$57.80
RILEY, VERA PRIDGEN	798 BLACKWELDER FARM RD	NA	ROCKWELL	NC	28138	63510380	Vehicle Sold	\$28.94
ROANE, GREGORY TATE	245 CASTLE KEEP RD	NA	SALISBURY	NC	28146	65111974	Vehicle Totalled	\$53.78
ROBERTS, JESSICA ADALE	106 FAIRFAX DR	NA	SALISBURY	NC	28146	95265825	Vehicle Sold	\$24.92
ROBERTS, JESSICA ADALE	106 FAIRFAX DR	NA	SALISBURY	NC	28146	97667847	Vehicle Sold	\$82.41
ROBERTS, MATTHEW DAVID	106 FAIRFAX DR	NA	SALISBURY	NC	28146	95265801	Vehicle Sold	\$13.94
ROOF, KRISTIN	1100 BRINGLE FERRY RD	APT 113	SALISBURY	NC	28144	95265558	Vehicle Sold	\$95.86
RUSHER, TERRY MICHAEL	4550 BRINGLE FERRY RD	NA	SALISBURY	NC	28146	63510482	Vehicle Sold	\$33.73
SAELINGER, JULIE EVERETTE	245 BONAVENTURE DR	NA	SALISBURY	NC	28147	64238446	Tag Surrender	\$31.61
SHELL, JONATHAN PAUL	1120 ELLERWOOD DR	NA	SALISBURY	NC	28146	64958070	Tag Surrender	\$30.64
SEAMON, PEGGY LIVENGOOD	170 WINDY HILL DR	NA	SALISBURY	NC	28147	65111960	Vehicle Sold	\$37.27
SHUMATE, MELVIN IRA	118 STRATFORD PL	NA	SALISBURY	NC	28144	96456243	Tag Surrender	\$69.84
SIMMONS-WALKER, NANCY MARIE	1084 HOLLAND OAKS DR	NA	CHINA GROVE	NC	28023	65035134	Vehicle Sold	\$72.06
SMITH, CANDICE FRYAR	214 HICKORY LN	NA	SALISBURY	NC	28147	64093658	Vehicle Totalled	\$116.91
SMITH, MARK SAWYER	824 S VANCE ST	NA	LANDIS	NC	28088	65218960	Over Assessment	\$59.96
SMITH, TIMOTHY ALLEN	PO BOX 2676	NA	SALISBURY	NC	28145	64238118	Tag Surrender	\$8.82
SPRUILL, CIARRA SHERIN	1300 LARCHMONT PLACE	APARTMENT 807	SALISBURY	NC	28144	97438248	Tag Surrender	\$38.30
STEELE, ROBERT GIBSON	240 CONFEDERATE AVE	NA	SALISBURY	NC	28144	95356431	Vehicle Sold	\$251.20
STOUGH, SHELIA TORRENCE	1109 CHERRY BROOK CT	NA	KANNAPOLIS	NC	28083	65035118	Vehicle Sold	\$62.23
SWARINGEN, BILLY HOWARD JR	980 SHORE ACRES RD	NA	SALISBURY	NC	28146	65111956	Insurance Lapse	\$29.81
TUCKER, DARRELL	1125 LITAKER FARM RD	NA	SALISBURY	NC	28147	63981880	Vehicle Totalled	\$50.43
WALL, MARSHA PERRY	114 OVERHILL DR	NA	SALISBURY	NC	28144	96705750	Vehicle Sold	\$413.05
WALL, NEAL CRAWFORD	1243 RACHEL LN	NA	SALISBURY	NC	28147	95265789	Vehicle Sold	\$37.62
WEBB, THOMAS ERIC	3842 SHERRILLS FORD RD	NA	SALISBURY	NC	28147	64093690	Vehicle Sold	\$7.28
WORKMAN, LISA MARIE	313 ACADEMY ST	NA	CLEVELAND	NC	27013	96705813	Vehicle Sold	\$97.54
YOUNG, SUE KERR	4170 GOODMAN LAKE RD	NA	SALISBURY	NC	28146	63981950	Vehicle Sold	\$36.97

								TOTAL:	\$6,651.51

Jonya Parnell
Tax Collections Manager

ENTERED
4/25/17

5/19/17

APRIL 2017 REGULAR REFUNDS

W8NAM1	W8NAM2	W8ADR1	W8ADR2	W8CITY	W8STA	W8ZIPA	W8ASSD	W8TRNN	W8AMRF
ALVITER LORENZO O	NA	4935 NEEDMORE RD	NA	CLEVELAND	NC	27013-802	4935 NEEDMORE RD	694866	29.76
ANDERSON JAMES	NA	6085 NC HIGHWAY 801	NA	SALISBURY	NC	28147-848	521 BRINGLE FERRY RD	693344	20.13
ANDERSON JAMES GABRIEL	NA	6085 NC HIGHWAY 801	NA	SALISBURY	NC	28147-848	521 BRINGLE FERRY RD	695100	106.16
ARENA-GILLIAM JOSHUA A	NA	430 SASSY LN	NA	KANNAPOLIS	NC	28081-000	430 SASSY LN	694553	339.26
ARTZ TIMOTHY LANE SR	NA	403 S BEAVER ST	NA	LANDIS	NC	28088-000	403 S BEAVER ST	694550	234.54
ATHEY ERNIE LEE JR	NA	3910 LONG FERRY RD	NA	SALISBURY	NC	28146-846	1998 FISHER MARINE	693061	123.20
BARBER ROBERT J III	NA	8421 STONE GATE DR	NA	ANNADALE	VA	22003-456	NC 801 HWY	693404	503.75
BARNHARDT CHAD MATTHEW	NA	PO BOX 581	NA	CHINA GROVE	NC	28023-058	240 RED TRACTOR TRL	694548	78.18
BAUTISTA JOSE	NA	PO BOX 445	NA	WOODLEAF	NC	27054-044	170 SOULES LN	693607	152.85
BEAVER HARRION A JR &	SIMMONS JUDITH BEAVER	6670 GOLD HILL RD	NA	CONCORD	NC	28025-000	1110 HIGHLAND AV	691909	4.73
BERGER RICKY DARRELL	NA	213 HUNTINGTON DR	NA	SALISBURY	NC	28147-913	1079 TUCKER LN	694550	86.85
BETTY J DAVIS	NA	315 KNIGHT FARM RD	NA	CHINA GROVE	NC	28023	315 KNIGHT FARM RD	692620	1.66
BLACK LISA ANN	BLACK GARY W	104 E GLENVIEW DR	NA	SALISBURY	NC	28147-817	CLASS SP ASM# 000	695483	35.50
BLACKWELL EDWARD DEWAYNE	NA	409 WILL BLACK RD	NA	SALISBURY	NC	28147-774	409 WILL BLACK RD	693061	255.28
BLAKENEY BRENDA CLODFELTER	NA	4349 OAKLEAF CV	NA	DECATUR	GA	30034-624	535 S MARTIN LUTHER KING JR AV	695102	6.05
BLEVINS LINDA ANNE	NA	1530 BUFFALO ST	NA	KANNAPOLIS	NC	28081-953	1530 BUFFALO ST	694275	4.38
BOST MICHAEL	NA	1378 ABBEY PLACE DR	NA	BELMONT	NC	28012	W 22ND ST	695340	50.28
BOULDEN MARK J	NA	2508 MOORESVILLE RD	NA	SALISBURY	NC	28147-881	2508 MOORESVILLE RD	693062	33.78
BOULDEN MARK JOSEPH	NA	2508 MOORESVILLE RD	NA	SALISBURY	NC	28147-881	1974 ATLANTIC	693061	15.22
BROCHELLE VINEYARDS	NA	PO BOX 3014	NA	PASO ROBLES	CA	93447	157 CAROLINA RIDGE CT	692610	5.80
BROOKS REBECCA W	NA	912 ROCHELLE ST	NA	KANNAPOLIS	NC	28081-466	2275 JACOB BOST RD	695081	93.65
BROWN DAVID NEIL	NA	480 SUTTON RD	NA	CHINA GROVE	NC	28023-850	SUTTON RD	692569	6.71
BROWN DENNIS WAYNE & WF	NA	206 FOREST WINDS DR	NA	SALISBURY	NC	28144-754	206 FOREST WINDS DR	693054	201.83
BROWN STEPHEN QUINCY	NA	1130 BEAGLE CLUB RD	NA	SALISBURY	NC	28146-201	CLAYTON TRL	694553	124.17
BUELIN JOE FRANK & WF	NA	2275 ST LUKES CHURCH RD	NA	SALISBURY	NC	28146-795	2275 ST LUKES CHURCH RD	693061	481.03
BURLESON DONALD R & WF	NA	180 BURMAC CIR	NA	SALISBURY	NC	28147-943	BURMAC CIR	693065	165.67
BURLESON DONALD RHYNE	NA	180 BURMAC CIR	NA	SALISBURY	NC	28147-943	BURMAC CIR	693061	100.29
BURLESON DONALD RHYNE	NA	180 BURMAC CIR	NA	SALISBURY	NC	28147-943	155 BURMAC CIR	693061	165.04
CANELA-GUERRER ROBERTO	NA	525 MOORESVILLE RD	NA	SALISBURY	NC	28144-664	MOORESVILLE RD	693062	46.86
CAPITAL BANK NA	NA	121 ALHAMBRA PLAZA	STE 1601	CORAL GABLES	FL	33134	1409 LONGVIEW AV	694835	86.00
CARMONA ANGELA J	NA	2872 FAIRBANKS DR	NA	CONCORD	NC	28027-000	1209 BROOKDALE ST	695074	242.27
CHILDERS CARL EDWARD	NA	308 DANA DR	NA	SALISBURY	NC	28147-928	2001 TRACKER	693842	10.33
CITIFINANCIAL	NA	605 MUNN RD	NA	FORT MILL	SC	29715	1357 BOSTIAN RD	695258	7.60
CITIMORTGAGE INC	NA	14700 CITICORP DR	NA	HAGERSTOWN	MD	21742	1620 N LEE ST	694970	172.85
CLAIBORNE JENNIE RUTH	NA	520 POP STIREWALT RD	NA	SALISBURY	NC	28146-110	POP STIREWALT RD	693053	289.22
CLARY LINDA KARRIKER	NA	350 OLD HOUSE RD	NA	MOUNT ULLA	NC	28125-880	OLD HOUSE RD	693993	53.59
CLAWSON MICHAEL E	NA	107 ARCADIA RD	NA	BRISTOL	CT	06010	LAKESIDE DR	692036	36.00
CLINE HAROLD G	NA	211 W 22ND ST	NA	KANNAPOLIS	NC	28081-241	211 W 22ND ST	694313	799.83
CLUTTER LARRY R	NA	823 LAUREL ST	PO BOX 1637	SALISBURY	NC	28145-163	823 LAUREL ST	694553	124.00
COGAN FRANCIS & WF	COGAN ALLYSON	81 LINCOLN DR	NA	PENNSVILLE	NJ	08070-000	135 WHEATFIELD DR	692569	3.25
COLEMAN JAMES S JR	NA	11470 NC 801 HWY	NA	MT ULLA	NC	28125	11470 NC 801 HWY	694913	71.02
COLEMAN JAMES S JR	NA	11470 NC 801 HWY	NA	MT ULLA	NC	28125-000	11470 NC 801 HWY	694189	85.44
COLEYS CUSTOM PAINT BODY	NA	810 E 22ND ST	NA	KANNAPOLIS	NC	28083-975	SECT C SCH J10 CLASS EQ ASM# 00	695110	30.68
CONTRERAS ZENAIDA REZA	NA	1011 REDHAVEN DR	NA	SALISBURY	NC	28147-732	1996 OAKWOOD 00014 00070	694378	35.46
CORELOGIC INC	NA	PO BOX 9612505	NA	FT WORTH	TX	76161-985	6240 MEADOW LN	693537	29.35

Jonny Parnell
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CORELOGIC TAX SERVICES LLC	NA	PO BOX 9612505E RD	NA	FT WORTH	TX	76161-985	4770 ENOCHVILLE RD	693103	5.77
CORRIEHR KAYE E	NA	1975 PEELER RD	NA	SALISBURY	NC	28146-000	PEELER RD	692502	44.23
CORRIHER RANDY KIRK	NA	1203 CINNAMON DR	NA	AIKEN	SC	29803-367	WALTER CORRIHER RD	691900	4.83
CRANFORD CHRISTOPHER F	NA	214 TREXLER AV	NA	ROCKWELL	NC	28138-875	214 N TREXLER AV	694836	70.28
CRAVER LAURA TUCKER	NA	260 WINGMASTER DR	NA	MOORESVILLE	NC	28115-720	2009 CHEV 1PUTCG	695183	107.74
CUTHBERTSON PATRICK EDWARD	NA	PO BOX 116	NA	CLEVELAND	NC	27013-011	706 E MAIN ST	693061	95.37
DAVIS CARLA Y	NA	802 RIVER TRAIL RD	NA	LOWELL	NC	28098	1011 HAWKINSTOWN RD	694546	311.00
DEESE EVELYN	C/O SONYA DAVIS	1040 TRIPLE D DR	NA	GOLD HILL	NC	28071-563	1040 TRIPLE D DR	691906	2.92
EARNHARDT AMANDA H	DAIRY QUEEN	2143D STATESVILLE BLVD	NA	SALISBURY	NC	28147-141	CLASS SP ASM# 000	691902	1.42
ELLIS ROBERT LEWIS	NA	7410 S OSBORNE RD	NA	UPPER MARLBORO	MD	20772-424	VERONICA LN	692174	4.89
EVERHART MAURICE LAMONT	NA	125 MEADOWFALL LN	NA	TROUTMAN	NC	28166-772	FOSTER RD	695111	160.57
EVERS MICHAEL DEVON	NA	150 TEETER ST	NA	CHINA GROVE	NC	28023-000	TEETER ST	694553	53.00
EWING MITCHELL CLEGG	NA	1310 SAW RD	NA	CHINA GROVE	NC	28023-855	1990 UNKNOWN 00014 00076	691875	1.81
FINN-HARRIS JOEL NATHAN	NA	807 N 9TH ST	NA	ALBEMARLE	NC	28001-411	KNIGHT AV	695561	271.37
FISHER JASON MATTHEW	NA	505 W 21ST ST	NA	KANNAPOLIS	NC	28081-241	505 W 21ST ST	694553	43.26
FRAZIER LEXIE CARLTON JR	NA	8585 CROOKED OAK LN	NA	KANNAPOLIS	NC	28081-856	2002 TRACKER MARINE	692997	34.23
FREEMAN VIRGINIA M	NA	5207 OLD CONCORD RD	NA	SALISBURY	NC	28146-975	5211 OLD CONCORD RD	695132	438.05
GALLOWAY ELIZABETH MICHELLE	NA	912 CIRCLE ST	NA	KANNAPOLIS	NC	28081-933	1990 TRACKER	694905	20.10
GALLOWAY ELIZABETH MICHELLE PA	NA	912 CIRCLE ST	NA	KANNAPOLIS	NC	28081-933	1990 TRACKER	694220	64.79
GALLOWAY TODD LEE	GALLOWAY KIMBERLEY HALL	1990 SIDES RD	NA	SALISBURY	NC	28146-692	1990 SIDES RD	691778	8.20
GOODNIGHT SHEILA	NA	935 ZION CHURCH RD	NA	GOLD HILL	NC	28071	1044 GAINES DR	692152	1.17
GREGORY KENNETH FOX	NA	5831 TIMBER FALLS PL	NA	CONCORD	NC	28027	203 BONNIE LN	691845	5.98
HALL CHRISTOPHER SCOTT	NA	11300 HIGHWAY 52	NA	ROCKWELL	NC	28138-979	11300 US 52 HWY	693062	310.28
HALL RONY WELTON	NA	240 HARTLEY RD	NA	SALISBURY	NC	28146-507	240 HARTLEY RD	694881	25.80
HARMON MICHAEL ALAN	NA	770 RIVER VIEW BLVD	NA	LEXINGTON	NC	27292-000	1486 MEADOWCREEK DR	691868	1.05
HAWKS EARL COLUMBUS JR	NA	550 MOUNT HALL RD	NA	CLEVELAND	NC	27013-918	550 MT HALL RD	695480	127.43
HELM SHANNON LEE &	NA	2726 MONTANA DR	NA	KANNAPOLIS	NC	28081-933	2726 MONTANA DR	693065	222.23
HELMS PAMELA L	NA	1126 EMANUEL ST	NA	KANNAPOLIS	NC	28081-780	1134 EMANUEL ST	694620	30.00
HERNANDEZ ORALIA CARBAJAL	NA	110 BHS DR	NA	SALISBURY	NC	28147-000	1997 FLEETWOOD 00014 00072	693051	82.82
HETRICK JAMES	NA	201 BROOK VALLEY DR	NA	SALISBURY	NC	28147-783	BROOK VALLEY DR	692626	10.00
HETRICK JAMES D	NA	201 BROOK VALLEY DR	NA	SALISBURY	NC	28147-783	BROOK VALLEY DR	692625	10.00
HINSON KIMBERLY CANIPE	NA	1112 TIMBER SPRING LN	NA	SALISBURY	NC	28147-567	1112 TIMBER SPRING LN	693061	1,465.94
HOSCH ILAINE E	NA	PO BOX 366	NA	EAST SPENCER	NC	28039-036	430 CHESAPEAKE DR	693061	422.50
HOUSE HUGH APOLLO JR	REID-HOUSE CONSULTING	1190 PARTEE DR	NA	CHINA GROVE	NC	28023-751	CLASS SP ASM# 000	693851	1.44
JOHNSON BONNIE	NA	9815 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138	2015 KAUF PERMTAG AD37572	693466	53.59
JOHNSON BONNIE	NA	9815 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138	2008 KAWASAKI JSK	693464	26.70
JOHNSON DIANE K	NA	3110 CORLISS ST	NA	SALISBURY	NC	28147-893	3110 CORLISS ST	693054	330.25
KEARNS CATHY S	NA	PO BOX 384	370 LIBERTY RD	GOLD HILL	NC	28071-038	MCINTYRE LN	693065	50.00
KOONTZ MARCUS DAVID	NA	7915 BRINGLE FERRY RD	NA	SALISBURY	NC	28146-	1022 N MAIN ST	694550	524.00
LAFEVERS DARREN ALAN	NA	2920 N CANNON BLVD	NA	KANNAPOLIS	NC	28083-912	2920 N CANNON BLVD	694770	120.00
LANDRETH MARK	NA	220 WILEY LN	NA	SALISBURY	NC	28146-127	220 WILEY LN	692633	147.18
LARA ALEJANDRO	NA	2004 ANGELA ST	NA	KANNAPOLIS	NC	28083-000	1981 FLEETWOOD 00014 00070	693061	47.00
LEFLER LARRY L	NA	1541 MOUNT PLEASANT RD W	NA	MOUNT PLEASANT	NC	28124-955	6500 ENOCHVILLE CIR	693062	450.87
LINDSAY TRAVIS TODD	NA	1802 STOKES FERRY RD	NA	SALISBURY	NC	28146-220	2008 PJTR MLT YR TAG TRL AZ90543	692170	99.67
LOFLIN RONALD AARON	NA	438 NORTH 9TH ST	NA	ALBEMARLE	NC	28001-502	325 CRAWFORD RD	693062	607.43
LONG FRANCES E	NA	948 MOUNT ULLA HWY	NA	MOORESVILLE	NC	28115	1979 FLEETWOOD 00014 00070	695460	87.13
LYNCH JAMES E	NA	208 WYANT RD	NA	ROCKWELL	NC	28138-786	1973 LARSON	694546	126.73
MAGALIS KASSIE	NA	308 CEDAR ST	NA	CHINA GROVE	NC	28023-000	1984 SUMM 00014 00080	693866	22.14

MATA JENNIFER BENITEZ	NA	808 MARIE AVE	NA	KANNAPOLIS	NC	28083-000	808 MARIE AV	694001	10.65
MCCBRIDE DEBRA MARIA	NA	6240 MEADOW LN	NA	SALISBURY	NC	28147-830	6240 MEADOW LN	694548	288.45
MCCARTHY JANE C	NA	2407 WIND SWEEP WAY	NA	ROCKWELL	NC	28138-845	2407 WIND SWEEP WAY	691908	3.98
MCCRARY SHIRLEY TRIPLETTE	NA	225 GRANTS CREEK RD	NA	SALISBURY	NC	28147-932	215 GRANTS CREEK RD	693062	335.25
MESSER EVERETT HENRY	NA	2140 PANTHER CREEK RD	NA	SALISBURY	NC	28146-352	2140 PANTHER CREEK RD	692901	50.00
MICHAEL LE	NA	1015 WEBB RD	NA	SALISBURY	NC	28146-785	318 HURST DR	695415	39.77
MICHEL KENNETH B	NA	147 OLD TULIP FARM RD	NA	SALISBURY	NC	28147-672	147 OLD TULIP FARM RD	694859	208.63
MILLER GEORGE ALBERT	NA	558 EMANUEL CHURCH RD	NA	ROCKWELL	NC	28138-973	EMANUEL CHURCH RD	693067	735.68
MILLER PETER L	NA	185 ROMANA DR	NA	SALISBURY	NC	28146-146	ROMANA DR	693066	63.23
MILLS CHRISTOPHER TRENT	NA	15 NEELY RUN	NA	NEWNAN	GA	30265-604	2001 TRITON	695068	126.38
MILLS DORA BYERS HEIRS	C/O ANDREA FLOWE LINDOR	100 NE 210TH ST	NA	MIAMI	FL	33179-000	MCCLEAVE ST	691896	3.15
MILLS JERRY EDWIN JR	NA	2420 HILL TOP DR	NA	SALISBURY	NC	28147-862	1999 TRACKER BB18	694485	90.65
MISENHEIMER SCOTT O	NA	140 WHIPPORWILL LN	NA	SALISBURY	NC	28146-906	2005 SEA ARK 2072PCC	694544	96.33
MOON TONY WAYNE JR	NA	7579 BEAVER RD	NA	KANNAPOLIS	NC	28081-898	1998 NEW MOON 00014 00080	693061	103.81
MOORE BRIAN LEONARD	NA	530 W D AV	NA	SALISBURY	NC	28144-681	MOORESVILLE RD	694496	299.11
MORRIS HAROLD EUGENE	NA	2734 MONTANA DR	NA	KANNAPOLIS	NC	28081-933	2734 MONTANA DR	694547	59.65
MORROW FRANKIE B	NA	PO BOX 273	NA	NEW LONDON	NC	28127-027	218 NEWSOME RD	694546	177.66
MOSS TAMMY L	NA	250 BOATING TER	NA	SALISBURY	NC	28146-951	250 BOATING TER	695024	94.68
MYERS JOSHUA DON	NA	470 BENJAMIN TROTT LN	NA	SALISBURY	NC	28147-900	1997 OAKWOOD 00014 00070	694553	188.87
NEWTON MANDI NICOLE	NA	330 WILCOY RD	NA	ROCKWELL	NC	28138-000	165 MENDENHALL RD	693061	55.50
OLSON ERIC OLGAR	NA	215 WILLOW DR	NA	SALISBURY	NC	28146-895	1995 COLEMAN S/V	693329	8.44
PHILLIPS ANNITA FIELDS	NA	914 CELEBRATION DR	NA	SALISBURY	NC	28144-581	914 CELEBRATION DR	693340	5.38
PRICE BOBBY LEE	NA	115 MCFIELD DR	NA	CHINA GROVE	NC	28023-659	1988 JOHNSON O/B	694656	69.69
RABON KENNETH DWAIN	NA	302 W 9TH ST	NA	KANNAPOLIS	NC	28081-211	302 W 9TH ST	695134	67.03
RANDALL WILLIAM	NA	129 COVE CREEK LOOP	NA	MOORESVILLE	NC	28117	JACKSON RD	694363	59.98
RANKIN FERMON T	C/O RITA M HEAGGANS	445 BERVARD ST	NA	STATESVILLE	NC	28677-405	3860 AMITY HILL RD	691858	1.26
RANKIN JOSEPH NATHAN	NA	PO BOX 324	NA	WOODLEAF	NC	27054-032	364 CUTHBERTSON ESTATE DR	695565	86.68
REYNOLDS DAVID M	NA	274 ECHO HILL LN	NA	SALISBURY	NC	28146-000	308 N CLEO AV	694550	594.00
RICHARD HOWARD	NA	305 GURLEY AVE	NA	KANNAPOLIS	NC	28081	911 ELM ST	691891	3.97
RICHARDSON KATHY J	NA	1203 LASHLEY PARK DR	NA	GIBSONVILLE	NC	27249-220	125 LILLY AV	695476	87.02
RIDENHOUR FARMS	RIDENHOUR MICHAEL J	215 LINKER RD	NA	ROCKWELL	NC	28138-972	SECT C SCH U10 CLASS EQ ASM# 00	691898	7.59
RIDENHOUR MICHAEL L	NA	215 LINKER RD	NA	ROCKWELL	NC	28138-972	215 LINKER RD	694553	200.00
RITCHIE DENNIS MAX & WF	RITCHIE LYDIA COOK	2155 S US 29 HWY	NA	CHINA GROVE	NC	28023-869	S US 29 HWY	692569	11.09
ROBINSON CHESTER HOSCH	NA	413 CANDLEWICK DR	NA	SALISBURY	NC	28147-788	CLASS SP ASM# 000	695563	26.56
ROSEMAN JOEY KEITH	NA	6060 CHISOLM TRL	NA	KANNAPOLIS	NC	28081-839	101 MARY ST	692569	7.78
SAIN WAYNE ANDREW	NA	5120 ENOCHVILLE RD	NA	KANNAPOLIS	NC	28081-631	5120 ENOCHVILLE RD	694547	498.00
SAPP MELISSA LUSSIER	NA	335 BEE LAKE DR	NA	SALISBURY	NC	28146-660	1994 FREEDOM 00014 00070	694508	34.74
SECHLER CHRISTOPHER TYLER	NA	3435 OLD BEATTY FORD RD	NA	CHINA GROVE	NC	28023-765	2007 POLARKRAFT 1680DB	694553	106.45
SELECT PORTFOLIO SERVICING INC	NA	3217 S DECKER LAKE DR	NA	SALT LAKE CITY	UT	84119	1020 HIGHLAND CREEK DR	695574	133.20
SELECT PORTFOLIO SERVICING INC	NA	3217 SOUTH DECKER LAKE DR	NA	SALT LAKE CITY	UT	84119	904 PINE ST	694865	200.00
SHAVER DAVID LEE	NA	PO BOX 1321	NA	ROCKWELL	NC	28138-132	204 MARKET ST	694860	11.64
SIFFORD CHRISTOPHER WHITE	NA	3420 HICKORY PL	NA	SALISBURY	NC	28144-903	3420 HICKORY PL	693061	550.87
SIMMONS JUDITH BEAVER	NA	6670 GOLD HILL RD	NA	CONCORD	NC	28025-000	W DAVIS ST	691894	7.34
SMITH CLIFFORD MARK	NA	3900 ST PETERS CHURCH RD	NA	SALISBURY	NC	28146-250	1998 FLEETWOOD 00014 00080	694177	10.52
SMITH JOSEPH PATRICK JR	NA	1527 JONES RD	NA	JACKSONVILLE	FL	32220-000	1855 WETMORE RD	691860	2.35
SNIDER TERRY GENE	NA	210 MIKE DR	NA	SALISBURY	NC	28147-820	1988 FLEETWOOD 00014 00076	693061	104.28
STALLINGS BELINDA FUNDERBURK	NA	1255 ROCK GROVE CHURCH RD	NA	SALISBURY	NC	28146-032	1255 ROCK GROVE CHURCH RD	691875	5.19
STUBBS DONALD E JR	NA	330 LIBERTY RD	NA	GOLD HILL	NC	28071-760	330 LIBERTY RD	693061	39.00

**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: Finance Department
DATE: May 4, 2017
SUBJECT: Proposals for Auditing Services for Fiscal Years 2017 - 2019

Please see attached information.

Please approve attached information.

ATTACHMENTS:

Description	Upload Date	Type
Proposals for Auditing Services for Fiscal Years 2017 - 2019	5/4/2017	Backup Material

Leslie E. Heidrick, CPA
Assistant County Manager/
Finance Department



Harley L. Will, CPA
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • FAX 704-216-8110

MEMORANDUM

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

FROM: Leslie E. Heidrick, Assistant County Manager/Finance Director *LEH*
Derrick Atkins, Internal Auditor *KDA*

RE: Proposals for Auditing Services for Fiscal Years 2017 - 2019

DATE: May 2, 2017

The Finance Department recently requested proposals for auditing services for fiscal years 2017, 2018 and 2019. Proposals from certified public accounting firms were received from Martin Starnes & Associates, CPAs, P.A., Potter & Company, P.A., Elliott Davis Decosimo, PLLC and Mauldin & Jenkins, LLC. Finance staff evaluated the qualifications, experience, audit approach and proposed auditing hours and fees provided by each firm. All four firms meet the qualifications specified in the Request for Proposals. The proposed hours to be spent on the audit range from 350 to 400.

Martin Starnes received the highest score in terms of experience and qualifications. The firm also proposed the lowest annual fees - \$35,550, \$38,375 and \$40,275 for fiscal years 2017, 2018 and 2019, respectively. Please see the attached spreadsheet for a summary of each firm's proposed fees. Martin Starnes has provided auditing services in an exemplary manner for the County for the past eight years. The complete bid packages and evaluation results are on file in the Finance Office.

Staff Recommendation: It is the recommendation of the Finance Department that Martin Starnes & Associates, CPAs, P.A. be chosen as the County's auditors for fiscal years 2017, 2018 and 2019. The Department also requests approval of the attached Contract to Audit Accounts for fiscal year ending June 30, 2017 at a cost not to exceed \$35,550.

ROWAN COUNTY
COST EVALUATION OF AUDIT PROPOSALS - SUMMARY
MAY 2017

<u>Fiscal Year</u>	<u>Martin Starnes & Associates</u>	<u>Potter & Co.</u>	<u>Elliott Davis Decosimo</u>	<u>Mauldin & Jenkins</u>
2017	\$ 35,550	\$ 50,000	\$ 49,000	\$ 56,000
2018	38,375	51,500	50,000	58,500
2019	<u>40,275</u>	<u>53,000</u>	<u>51,000</u>	<u>62,000</u>
Total proposed fees	<u>\$ 114,200</u>	<u>\$ 154,500</u>	<u>\$ 150,000</u>	<u>\$ 176,500</u>

NOTE: The County paid Martin Starnes & Associates \$36,550 for the fiscal year 2016 audit.

CONTRACT TO AUDIT ACCOUNTS

Of Rowan County, NC
Primary Governmental Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 27th day of April, 2017,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: _____

730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Rowan County, NC
(Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2016, and ending June 30, 2017. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, (Uniform Guidance)* and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated **audit documentation** may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB **Uniform Guidance** for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards, 2011* revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2017. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit should be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #25 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2016. These instructions are subject to change. Please check the NC Treasurer’s web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.
25. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Rowan County, NC
Primary Governmental Unit N/A
Discretely Presented Component Units (DPCU) if applicable _____

Rowan County, NC - FEES
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____
Audit \$35,550 _____

Preparation of the annual financial Statements Prepared by client
Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.
The 75% cap for interim invoice approval for this audit contract is \$ 26,662.50
** NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:
Martin Starnes & Associates, CPAs, P.A.
Name of Audit Firm
By Amber Y. McGhinnis, Senior Audit Manager
Authorized Audit firm representative name: Type or print
Amber Y. McGhinnis
Signature of authorized audit firm representative
Date April 27, 2017
amcghinnis@martinstarnes.com
Email Address of Audit Firm

Governmental Unit Signatures:
Rowan County, NC
Name of Primary Government
By Greg Edsds, Chairman
Mayor / Chairperson: Type or print name and title
Signature of Mayor/Chairperson of governing board
Date _____

By N/A
Chair of Audit Committee - Type or print name
N/A **
Signature of Audit Committee Chairperson
Date N/A
** If Governmental Unit has no audit committee, mark this section "N/A"

Rowan County, NC
PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)
This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Leslie Heidrick, Assistant County Manager/Finance Director
Primary Governmental Unit Finance Officer:
Type or print name

Primary Government Finance Officer Signature
Date _____
(Pre-audit Certificate must be dated.)
leslie.heidrick@rowancountync.gov
Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.)

Rowan County, NC

Primary Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units ****

N/A

FEES

Year-end bookkeeping assistance – [*For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards*] N/A

Audit

N/A

Preparation of the annual financial Statements

N/A

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A

**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Component Unit

By N/A

DPCU Board Chairperson: Type or print name and title

N/A

Signature of Chairperson of DPCU governing board

Date N/A

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Date N/A

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By N/A

DPCU Finance Officer:

Type or print name

N/A

DPCU Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

N/A

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

Steps to Completing the Audit Contract

1. Complete the Header Information – NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slq/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.
6. Item No. 16 – NEW: It is now expected that an engagement letter will be attached to the contract. Has the engagement letter been attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slq/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.
Please call or email Darrus Cofield at 919-814-4299 darrus.cofield@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Primary Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.
and the Peer Review Committee of the North Carolina Association
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 21, 2015

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3511 Shannon Road
Suite 100
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

**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 Ward, JCPC Secretary
DATE: 5-4-17
SUBJECT: Juvenile Crime Prevention Council Funding Recommendation

ATTACHMENTS:

Description	Upload Date	Type
Juvenile Crime Prevention Council Funding Recommendation	5/4/2017	Cover Memo
Funding Plan	5/8/2017	Cover Memo



Rowan County Juvenile Crime Prevention Council

130 West Innes Street, Salisbury, NC 28144

Phone: (704) 216-8180 Fax: (704) 216-8195

TO: Rowan County Board of Commissioners

FROM: Jennifer Ward, JCPC Secretary

Date: April 27, 2017

The North Carolina Department of Public Safety, Division of Administration, anticipates the allocation of juvenile crime prevention funds to Rowan County for fiscal year 2017-2018 programs serving delinquent, undisciplined and at-risk youth in the amount of \$322,700.

The Rowan County Juvenile Crime Prevention Council (JCPC) advertised a Request for Proposals (RFP) and received ten (10) responses. The JCPC met and heard program proposals on March 22, 2017 and submits the attached funding recommendations for approval to the Board of Commissioners.

Rowan County Worksheet FY 2017-2018 JCPC Funding Allocation Worksheet

Available Funds:

\$322,700

Local Match Rate: 30%

#	Program Name	Program Type	Served YTD 16-17	Estimated to Serve 17-18	2016-2017 JCPC Funds Received (Current FY)	2017-2018 Requests	Funding Recommendations		FINAL COMMITTEE RECOMMENDATION
						Requested JCPC Funds for 2017-2018	Round 1	Round 2	
1	Barnyard Adventures (Happy Farms)	Experiential Skill Building	0	100 (30)	\$0	\$23,976	\$0		\$0
2	Juvenile Mediation (Conflict Resolution Center of Cabarrus)	Mediation	0	34	\$0	\$15,613	\$0		\$0
3	Juvenile Restitution (RYSB)	Community Service/Restitution	105	125	\$75,000	\$84,870	\$75,000		\$75,000
4	Positive Parenting (Ketchmore Kids)	Parent Skill Building	21	60	\$33,980	\$33,980	\$33,980		\$33,980
5	Sex Offender Evaluation and Treatment (RYSB)	Sex Offender Eval and Treatment	1 Eval; 1 Treatment	3 Eval; 1 Treatment	\$10,000	\$11,223	\$9,075		\$9,075
6	SHIFT Mentoring (Transforming Youth Movement)	Mentoring	0	40	\$0	\$48,800	\$48,800		\$48,800
7	Strengthening Families (Families First)	Parent Skill Building	64	64	\$75,000	\$80,496	\$75,000		\$75,000
8	Teen Court (RYSB)	Teen Court; Mediation	Teen Court 49; Mediation-0	Teen Court -96; Mediation- 24	\$75,000	\$83,294	\$75,000		\$75,000
9	After-School Academy (YDI)	Interpersonal Skill Building	31	20	\$50,000	\$61,212	\$0		\$0
10	Family Life Skills (YDI)	Parent Skill Building	0	100	\$0	\$29,997	\$0		\$0
11	JCPC Administration				\$3,720		\$3,720		\$3,720
	Unallocated						\$2,125		\$2,125
TOTALS					\$322,700	\$473,461	\$322,700	\$0	\$322,700

Rowan County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 322,700 Local Match: \$ 153,713 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$3,720						\$3,720	
2	Juvenile Restitution (RYSB)	\$75,000			\$38,662			\$113,662	34%
3	Positive Parenting (Ketchmore Kids)	\$33,980			\$10,774			\$44,754	24%
4	Sex Offender Evaluations and Treatment (RYSB)	\$9,075			\$3,921			\$12,996	30%
5	SHIFT (Transforming Youth)	\$48,800			\$19,600			\$68,400	29%
6	Strengthening Families (Families First)	\$75,000		\$28,039	\$16,400			\$119,439	37%
7	Teen Court (RYSB)	\$75,000			\$36,317			\$111,317	33%
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$320,575		\$28,039	\$125,674			\$474,288	32%

The above plan was derived through a planning process by the Rowan County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2017-2018

Amount of Unallocated Funds \$2,125

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type Initial plan update final

-----DPS Use Only-----

Reviewed by _____	Area Consultant	_____	Date
Reviewed by _____	Program Assistant	_____	Date
Verified by _____	Designated State Office Staff	_____	Date

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Bob Pendergrass, Animal Services Director
DATE: 05/05/17
SUBJECT: Permission for Application to NC Science Museum Grant

Request BOC permission to apply for NC Science Museum Grant for the Nature Center at Dan Nicholas Park. This grant requires no match from Rowan County with a \$60,000 maximum annual award for Tier II counties. It is a two year grant based on the NC Budget cycle. Funds are to be used for science education. We have received funding from this grant in the past two years.

- No match required
- Max \$60,000 annual award for two years

ATTACHMENTS:

Description	Upload Date	Type
Grant Information	5/8/2017	Cover Memo



GRANT OPPORTUNITY SUMMARY

Approval Request Date: _____

Grant Title: NC Science Museums Grant Program

Grantee: Animal Services

Website: <https://ncmuseumgrant.naturalsciences.org/>

Funding Source

Original: NC Department of Natural and Cultural Resources

Secondary: NC Museum of Natural Sciences

Award Range: up to \$60,000 over 2 years

Match: NA

Eligibility: 501c3; see below

Release Date: 5/1/2017

Closing Date : 5/31/17

Award Announcements: _____

Grant Summary: Potential awards are given to eligible applicants based on criteria set forth by state government per G.S. 143B-135.227, especially in the areas of economic development and education. Applications will be accepted on a two-year cycle that coincides with the state's biennium budget. Award amounts will be determined by the following criteria when compared to other applicants: 1) Are located in counties that are more economically distressed according to the annual rankings prepared by the Department of Commerce pursuant to G.S. 143B-437.08(c); 2) Generate a larger portion of their operating funds from non-State revenue; 3) Have a higher attendance-to-population ratio; 4) Partner with other museums in the State to share exhibits, programs, or other activities; 5) Are not located in close proximity to other science or STEM education museums. Eligibility: 1) That it is a science center or museum or a children's museum that is physically located in the State, 2) That it has been open, operating, and exhibiting science or science, technology, engineering, and math (STEM) education objects to the general public at least 120 days of each year for the past two or more years; 3) That it is a nonprofit organization that is exempt from federal income taxes pursuant to section 501(c)(3) of the Internal Revenue Code or received Grassroots funding in 2015; 4) That it has on its staff at least one full-time professional person; 5) That its governing body has adopted a mission statement that includes language that shows the museum has a concentration on science or STEM education; 6) That it provides a detailed plan for the proposed use of the funds and measurements for the projected results. Letters of support from partners are required.

**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: Rick Eldridge, Executive Director, Rufty-Holmes Senior Center
DATE: May 5, 2017
SUBJECT: Home and Community Care Block Grant Funding Plan for 2017-18

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	5/5/2017	Cover Memo
HCCBG Funding Plan	5/5/2017	Backup Material



**The Henry E. Rufty - Haden C. Holmes
Senior Center**
"Adding Life to Years"

MEMORANDUM

To: Rowan County Board of Commissioners

Date: May 3, 2017

From: Rick Eldridge, Executive Director
Rufty-Holmes Senior Center

Re: Home & Community Care Block Grant (HCCBG) Funding Plan for 2017-2018

Attached please find the proposed funding plan for the use of Home & Community Care Block Grant funds allocated to Rowan County for FY 2017-2018. The funding plan differs only slightly from current and former years. The Advisory Committee is recommending the addition of Home Delivered Meals as an approved service, with Rowan Meals on Wheels administering the service. Other services are being administered, as before, by the Rowan Transit System, the Rowan County Department of Social Services, and Rufty-Holmes Senior Center.

The total \$794,552 allocation reported by Centralina Area Agency on Aging for Rowan County HCCBG services may be adjusted slightly based on final state budget allocations.

The HCCBG Advisory Committee has met and is recommending the attached plan for approval. The Grant requires a 10% matching allocation from the County that equates to \$88,284.

We acknowledge the additional support from the Commission, above and beyond the required matching funds, for the provision of these important services on behalf of our older adult citizens.

Please advise should you have questions.

Home and Community Care Block Grant for Older Adults

County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

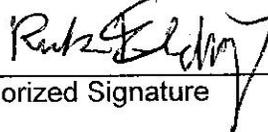
County: Rowan

July 1, 2017 through June 30, 2018

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families

Rufty-Holmes Senior Center

(Name of Agency/Office with lead responsibility)



Authorized Signature

05-03-2017

Date

Rick Eldridge, Executive Director

(Type name and title of signatory agent)

Home and Community Care Block Grant for Older Adults

County Rowan

County Funding Plan

July 1, 2017 through June 30, 2018

County Services Summary

Services	A				B	C	D	E	F	G	H	I
	Block Grant Funding				Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other	Total								
Trans 250	133473			////////////////	14830	148303	0	148303	9972	14.8717	275	13837
Medical Transp 033	50210			////////////////	5579	55789	0	55789	34	28.1445	275	2000
In-Home I Home Mgmt 041		27027		////////////////	3003	30030	0	30030	1689	17.7781	4	1851
In-Home II - Personal Care 042		129683		////////////////	14409	144092	0	144092	7229	19.9317	50	7374
In-Home III Personal Care 045		6141		////////////////	682	6823	0	6823	211	32.3365	3	301
Congregate 180			282500	////////////////	31389	313889	23850	337739	28049	11.1907	450	31801
Home Delivered 020		20000		////////////////	2222	22222	39045	61267	2965	7.4948	200	52060
Adult Day Care 030			39038		4338	43376	0	43376	1344	32.2713	5	1434
Adult Day Health 155			11768		1308	13076	0	13076	293	44.628	12	358
ADC Trans			456		51	507	0	507	54	9.3889	2	363
ADH Trans			268		30	298	0	298	20	14.8791	1	215
Senior Center Operation 170			93987	////////////////	10443	104430	0	104430	#DIV/0!	0	4500	#DIV/0!
				////////////////								
				////////////////	0	0	0	0	0	0	0	0
				////////////////	0	0	0	0	0	0	0	0
				////////////////	0	0	0	0	0	0	0	0
				////////////////	0	0	0	0	0	0	0	0
Total	183683	182851	428017	794551	88284	882835	62895	945730	51860	////////////////	5777	#DIV/0!

Signature, Chairman, Board of Commissioners

Date

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Rowan Co. Dept of Social Services 1813 E. Innes Street Salisbury, NC 28146	Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary	DAAS-732 (Rev. 2/16) County <u>ROWAN</u> July 1, 2017 through June 30, 2018 Revision#: _____ Rev Date: _____
--	---	---

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		AcceDSS	Block Grant Funding			Required	Net*	USDA	Total	Projected	Projected	Projected	Projected
	Direct	Purch.		In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG	Reimburse.	HCCBG	Total
										Units	Rate	Clients	Units	
In-Home I Home Mgmt 041				27027			3003	30030	0	30,030	1689	17.7781	4	1851
In-Home II - Personal Care 042				129683			14409	144092	0	144092	7229	19.9317	50	7374
In-Home III Personal Care 045				6141			682	6823	0	6823	211	32.3365	3	301
Adult Day Care 030					39038		4338	43376	0	43376	1344	32.2713	5	1434
Adult Day Health 155					11768		1308	13076	0	13076	293	44.628	12	358
ADC Trans					456		51	507	0	507	54	9.3889	2	363
ADH Trans					268		30	298	0	298	3	14.8791	1	215
							0	0	0	0	0	0		0
							0	0	0	0	0	0		0
							0	0	0	0	0	0		0
							0	0	0	0	0	0		0
							0	0	0	0	0	0		0
Total			0	162851	51,530		23821	238202	0	238202			77	#DIV/0!

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care	33	40.09
Transportation	1.4679	1.49
Administrative		
Net Ser. Cost Total	34.553	41.583

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.


 Authorized Signature, Title _____ Date 5-3-17
 Community Service Provider

 Signature, County Finance Officer Date _____

 Signature, Chairman, Board of CommiDSSione Date _____

HCCBG Budget

North Carolina Division of Aging

Service Cost Computation Worksheet c:732A.xls

Provider: ROWAN DSS

County: ROWAN

Budget Period: July 1, 2017 through June 30, 2018

Revision ___yes, ___no, revision date _____

USDA(NSIP) reimbursement is \$.75/meal

	Grand Total		In-Home I Home Mgmt 041	In-Home II - Personal Care 042	In-Home III Personal Care 045	Adult Day Care 030	Adult Day Health 155	ADC Trans	ADH Trans
I. Projected Revenues									
A. Fed/State Funding From the Division of A	214,381	//////////	27,027	129,683	6,141	39,038	11,768	456	268
Required Minimum Match - Cash	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1) County General Fund	23,820	//////////	3,003	14,409	682	4,338	1,308	51	30
2)	0	//////////							
3)	0	//////////							
Total Required Minimum Match - Cash	23,820	//////////	3,003	14,409	682	4,338	1,308	51	30
Required Minimum Match - In-Kind	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1)	0	//////////							
2)	0	//////////							
3)	0	//////////							
Total Required Minimum Match - In-Kind	0	//////////	0	0	0	0	0	0	0
B. Total Required Minimum Match (cash +	23,820	//////////	3,003	14,409	682	4,338	1,308	51	30
C. Subtotal, Fed/State/Required Match Rev	238,201	//////////	30,030	144,092	6,823	43,376	13,076	507	298
D. USDA Cash Subsidy/Commodity Valuat	0	//////////							
E. OAA Title V Worker Wages, Fringe Bene	0	//////////							
Local Cash, Non-Match	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1) County General Fund	20,130	//////////	2,870	2,880	2,876	2,876	2,876	2,876	2,876
2)	0	//////////							
3)	0	//////////							
4)	0	//////////							

F. Subtotal, Local Cash, Non-Match	20,130	//////////	2,870	2,880	2,876	2,876	2,876	2,876	2,876
Other Revenues, Non-Match	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1) Donations	0	//////////							
2) State In-Home	0	//////////							
3)	0	//////////							
G. Subtotal, Other Revenues, Non-Match	0	//////////	0	0	0	0	0	0	0
Local In-Kind Resources (Includes Volunteer	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1)	0	//////////							
2)	0	//////////							
3)	0	//////////							
H. Subtotal, Local In-kind Resources, Non-M	0	//////////	0	0	0	0	0	0	0
I. Client Program Income	174	//////////	25	24	25	25	25	25	25
J. Total Projected Revenues (Sum I C,D,E,F,	258,505	//////////	32,925	146,996	9,724	46,277	15,977	3,408	3,199
Percent of Grand Total	100%		12.74%	56.86%	3.76%	17.90%	6.18%	1.32%	1.24%

HCCBG Budget
Division of Aging
Service Cost Computation Worksheet

II. Line Item Expense	Grand Total	Admin Cost	In-Home I Home Mgmt 041	In-Home II - Personal Care 042	In-Home III Personal Care 045	Adult Day Care 030	Adult Day Health 155	ADC Trans	ADH Trans
Staff Salary From Labor Distribution Schedu	//////////	//////////	//////////	//////////	//////////	//////////			
1) Full-time Staff	32,093	0	4,099	19,058	964	6,037	1,833	63	39
2) Part-time staff (do not include Title V v	0	0	0	0	0	0	0	0	0
A. Subtotal, Staff Salary	32,093	0	4,099	19,058	964	6,037	1,833	63	39
Fringe Benefits	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1) FICA	2,455	0	314	1,458	74	462	140	5	3
2) Health Ins.	5,411	0	526	3,393	92	1,060	322	11	7
3) Retirement	2,356	0	301	1,399	71	443	135	5	3

		//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
H. Total Proj. Expenses Prior to Admin. Dis	258,505	0	32,489	156,028	7,394	47,432	14,297	543	322
I. Distribution of Administrative Cost	//////////	0	0	0	0	0	0	0	0
J. Total Proj. Expenses After Admin. Distrib	258,505	//////////	32,489	156,028	7,394	47,432	14,297	543	322

HCCBG Budget
Service Cost Computation Worksheet
Division of Aging

	Grand Total		In-Home I Home Mgmt 041	In-Home II - Personal Care 042	In-Home III Personal Care 045	Adult Day Care 030	Adult Day Health 155	ADC Trans	ADH Trans
III. Computation of Rates									
A. Computation of Unit Cost Rate:	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1. Total Expenses (equals line II.J)	258,505	//////////	32,489	156,028	7,394	47,432	14,297	543	322
2. Total Projected Units	//////////	//////////	1,852	7,375	300	1,434	358	362	215
3. Total Unit Cost Rate	//////////	//////////	17.5429	21.1563	24.6465	33.0769	39.9371	1.4996	1.4975
B. Computation of Reimbursement Rate:	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////	//////////
1. Total Revenues (equals line I.J)	258,505	//////////	32,925	146,996	9,724	46,277	15,977	3,408	3,199
2. Less: USDA (equals line I.D)	0	//////////	0	0	0	0	0	0	0
Title V (equals line I.E and II.D)	0	//////////	0	0	0	0	0	0	0
Non Match In-Kind (equals line I.C)	0	//////////	0	0	0	0	0	0	0
3. Revenues Subject to Unit Reimbursement	258,505	//////////	32,925	146,996	9,724	46,277	15,977	3,408	3,199
4. Total Projected Units (equals line III.A.2)	//////////	//////////	1,852	7,375	300	1,434	358	362	215
5. Total Reimbursement Rate	//////////	//////////	17.7781	19.9317	32.3365	32.2713	44.6280	9.3889	14.8791
C. Units Reimbursed Through HCCBG	#DIV/0!	//////////	1,689	7,229	211	1,344	293	54	20
D. Units Reimbursed Through Program In	#DIV/0!	//////////	1	1	1	1	1	3	2
E. Units Reimbursed Through Remaining	#DIV/0!	//////////	161	144	89	89	64	306	193
F. Total Units Reimbursed/Total Projecte	#DIV/0!	//////////	1,851	7,374	301	1,434	358	363	215

32925 146996 9724 46277 15977 3408 3199

1852	7375	300	1434	358	362	215
17.7781	19.9317	32.4133	32.2713	44.6285	9.4144	14.8791
30030	144092	6823	43376	13076	507	298
1689	7229	211	1344	293	54	20
17.7798	19.9325	32.3365	32.2738	44.628	9.3889	14.9

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

<u>DAAS-732A</u>	<u>DAAS-732</u>
Block Grant Funding Line I.A	Col. A
Required Local Match-Cash & In-Kind Line I.B	Col. B
Net Service Cost Line I.C	Col. C
NSIP Subsidy Line I.D	Col. D
Total Funding L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units Line III.C	Col. F
Total Reimbursement Rate Line III.B.5	Col. G
Projected Total Service Units Line III.F	Col. I

Exhibit 14A: List of Subcontractors

Region F FY 18

Provider: Rowan Co DSS Provider Code: F080 County Rowan

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
Trinity Living Center	For-Profit	Adult Daycare and Adult Health	1416A Martin Luther King Jr. Ave Salisbury, NC 28144 704-637-3940	Determine if adult meets criteria to attend their center, develop an individualized service plan for each participant, provide social stimulation, ensure safety of participant while at center, comply with all state certification standards.
Bayada Nurses	For-Profit	In-home Aide	130 Arlington St. Salisbury, NC 28144 704-797-8000	Tasks identified on the In Home Aide plan of care, ensuring aides are sufficiently trained, provide adequate supervision for aides
Comfort Keepers	For-Profit	In-home Aide	512 Klumac Rd, Suite 9 Salisbury, NC 28144 704-630-0370	Tasks identified on the In Home Aide plan of care, The ensuring aides are sufficiently trained, provide adequate supervision for aides

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:  Title: Director Date: 5-3-17

**Home and Community Care Block Grant for Older Adults
County Funding Plan**

July 1, 2017 through June 30, 2018

**Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))**

Community Service Provider: _____ Rowan Co DSS _____

County: _____ Rowan _____

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Rowan County Social Services staff is fully informed of the OAA high priority status to serve low-income minority individuals in accordance to their need for aging services. In the few services where we do have a waiting list, it is a standard practice to give higher priority to low-income minority seniors, with particular emphasis on those with the highest ADL's. In a review of this years service records, there is evidence that 35% of all service recipients are from the minority population.

Our outreach and service delivery methods will continue to target the low-income groups. Our strategies include: presentations to local community groups/organizations, thoroughly assessing all intake calls to determine priority, assessing all APS cases to determine priority, distribution of brochures in target communities and seeking referrals from agencies who serve the target population.

July 1, 2017 through June 30, 2018
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rowan County DSS _____ agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or at http://www.norths.com/aging_blockgrantmanual.pdf.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
- b. The subcontractor has not been barred from doing business at the federal level.
- c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
- d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
- e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 4M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)

5-3-17

(Date)

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

FY18

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each services recipient with a copy of the information in written form. In addition providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

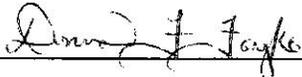
Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Rowan County Department of Social Services

Name of Agency Administrator: Donna Fayko

Signature: 

Date: 5-3-17

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER	Home and Community Care Block Grant for Older Adults	DAAS-732 (Rev. 2/16)
Rowan Co Transportation	County Funding Plan	County <u>Rowan</u>
2726 Old Concord Rd		July 1, 2017 through June 30, 2018
Salisbury, NC 28146	Provider Services Summary	Revision#: _____ Rev Date: _____

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	in-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
Trans 250		x	133473			//////////	14830	148303	0	148303	9972	14.8717	275	13837
Medical Transp 033		x	50210			//////////	5579	55789	0	55,789	1982	28.1445	275	2000
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
Total	////////	////////	183683	0	0	183,683	20409	204092	0	204092	//////////	//////////	550	#DIV/0!

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care	_____	_____
Transportation	_____	_____
Administrative	_____	_____
Net Ser. Cost Total	_____	_____

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.


 Authorized Signature, Title
 Community Service Provider

5-3-17
 Date

 Signature, County Finance Officer Date

 Signature, Chairman, Board of Commissioners Date

HCCBG Budget

North Carolina Division of Aging

Service Cost Computation Worksheet c:732A.xls

Provider: ROWAN TRANSIT SYSTEM

County: ROWAN

Budget Period: July 1, 2017 through June 30, 2018

Revision ___yes, ___no, revision date _____

	Grand Total		Trans 250	Medical Transp 033
I. Projected Revenues				
A. Fed/State Funding From the Division of A	183,683	//////////	133,473	50,210
Required Minimum Match - Cash	//////////	//////////	//////////	//////////
1) County General Fund	20,409	//////////	14,830	5,579
2)	0	//////////		
3)	0	//////////		
Total Required Minimum Match - Cash	20,409	//////////	14,830	5,579
Required Minimum Match - In-Kind	//////////	//////////	//////////	//////////
1)	0	//////////		
2)	0	//////////		
3)	0	//////////		
Total Required Minimum Match - In-Kin	0	//////////	0	0
B. Total Required Minimum Match (cash + i	20,409	//////////	14,830	5,579
C. Subtotal, Fed/State/Required Match Rev	204,092	//////////	148,303	55,789
D. USDA Cash Subsidy/Commodity Valuat	0	//////////		
E. OAA Title V Worker Wages, Fringe Benef	0	//////////		
Local Cash, Non-Match	//////////	//////////	//////////	//////////
1) County General Fund	56,977	//////////	56,977	
2)	0	//////////		
3)	0	//////////		
4)	0	//////////		
F. Subtotal, Local Cash, Non-Match	56,977	//////////	56,977	0
Other Revenues, Non-Match	//////////	//////////	//////////	//////////
1) Donations	0	//////////		
2) State In-Home	0	//////////		
3)	0	//////////		
G. Subtotal, Other Revenues, Non-Match	0	//////////	0	0
Local In-Kind Resources (Includes Volunteer	//////////	//////////	//////////	//////////
1)	0	//////////		
2)	0	//////////		
3)	0	//////////		
H. Subtotal, Local In-kind Resources, Non-M	0	//////////	0	0
I. Client Program Income	1,000	//////////	500	500
J. Total Projected Revenues (Sum I C,D,E,F,	262,069	//////////	205,780	56,289

Percent of Grand Total	100%	78.52%	21.48%
------------------------	------	--------	--------

9.90%				
HCCBG Budget				
Division of Aging				
Service Cost Computation Worksheet			Services:	
II. Line Item Expense	Grand Total	Admin Cost	Trans 250	Medical Transp 033
Staff Salary From Labor Distribution Schedule	//////////	//////////	//////////	//////////
1) Full-time Staff	0	0	0	0
2) Part-time staff (do not include Title V w	0	0	0	0
A. Subtotal, Staff Salary	0	0	0	0
Fringe Benefits	//////////	//////////	//////////	//////////
1) FICA	0	0	0	0
2) Health Ins.	0	0		
3) Retirement	0	0		
4) Unemployment Insurance	0			
5) Worker's Compensation	0	0		
6) Other (Longevity)	0			
B. Subtotal, Fringe Benefits	0	0	0	0
Local In-Kind Resources, Non-Match	//////////	//////////	//////////	//////////
1)	0	0		
2)	0	0		
3)	0			
C. Subtotal, Local In-Kind Resources Non-M	0	0	0	0
D. OAA Title V Worker Wages, Fringe Benef	0	0	0	0
Travel	//////////	//////////	//////////	//////////
1) Per Diem	0	0		
2) Mileage Reimbursement	0	0		
3) Other Travel Cost	0			
E. Subtotal, Travel	0	0	0	0
General Operating Expenses	//////////	//////////	//////////	//////////
1) Service Contracts	262,069		205,780	56,289
2) Rent, Utilities, Supplies	0			
3) ARMS COST	0			
4) Postage, Dues, Subscriptions	0			
5) Advertising	0			
6) In Home Aide Level II and III RN assessm	0			
7) Program Supplies	0			
8) Caterer				
	0			

F. Subtotal, General Operating Expenses	262,069	0	205,780	56,289
G. Subtotal, Other Admin. Cost Not Allocated in Lines II.A through F	//////////	//////////	//////////	//////////
H. Total Proj. Expenses Prior to Admin. Distribution	262,069	0	205,780	56,289
I. Distribution of Administrative Cost	//////////	0	0	0
J. Total Proj. Expenses After Admin. Distribution	262,069	//////////	205,780	56,289

HCCBG Budget
Service Cost Computation Worksheet
Division of Aging

Services:

	Grand Total	Trans 250	Medical Transp 033
III. Computation of Rates			
A. Computation of Unit Cost Rate:	//////////	//////////	//////////
1. Total Expenses (equals line II.J)	262,069	205,780	56,289
2. Total Projected Units	//////////	13,837	2,000
3. Total Unit Cost Rate	//////////	14.8717	28.1445
B. Computation of Reimbursement Rate:	//////////	//////////	//////////
1. Total Revenues (equals line I.J)	262,069	205,780	56,289
2. Less: USDA (equals line I.D)	0	0	0
Title V (equals line I.E and II.D)	0	0	0
Non Match In-Kind (equals line I.F)	0	0	0
3. Revenues Subject to Unit Reimbursement	262,069	205,780	56,289
4. Total Projected Units (equals line III.A.2)	//////////	13,837	2,000
5. Total Reimbursement Rate	//////////	14.8717	28.1445
C. Units Reimbursed Through HCCBG	#DIV/0!	9,972	1,982
D. Units Reimbursed Through Program Income	#DIV/0!	34	18
E. Units Reimbursed Through Remaining	#DIV/0!	3,831	0
F. Total Units Reimbursed/Total Projected	#DIV/0!	13,837	2,000

205780 56289
13837 2000

14.8717 28.1445

148303 55789
9972 1982

14.8719 28.1478

Exhibit 14A: List of Subcontractors

Region: F FY: 17

Provider: Rowan Transit System

Provider Code: 080

County: Rowan

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
MV Transportation	For-Profit	Transportation	Avis Heggins 2726 Old Concord Rd Salisbury, NC 28145 704-216-8892	MV Transportation Inc. (MV) provides turn key transportation services for Rowan County while maintaining all Federal, State and Local requirements that pertain to public transportation. The service provider MV Transportation is responsible for recruiting, hiring, supervising and managing qualified drivers who are at least 18 years of age or older. The service provider MV Transportation is responsible for ensuring the drivers have valid license for the vehicle driven. The service provider MV Transportation is responsible for maintaining a vehicle log on each vehicle in the fleet, which includes vehicle make and model, equipment on board, inspection, warranty work, maintenance and mechanical repairs. The drivers of the service provider MV Transportation do not handle consumer contributions directly, but deliver donations and/or fare boxes daily to the MV Transportation office.

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:  Title: Director Date: 5-3-17

**Home and Community Care Block Grant for Older Adults
County Funding Plan**

July 1, 2017 through June 30, 2018

**Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))**

Community Service Provider: _____ Rowan Transit System

County: _____ Rowan

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Rowan Transit System staff is fully informed of the OAA high priority status to serve low-income minority individuals in accordance to their need for aging services. In the few services where we do have a waiting list, it is a standard practice to give higher priority to low-income minority seniors with particular emphasis on those with the highest ADL's. Our outreach and service delivery methods will continue to target low-income groups. Our strategies include: Presentations to local church and community groups, educational presentations to various community organizations and representation on the Department Advisory Committee, distribution of brochures in the target communities and seeking referrals from agencies who serve the target population. In Rowan County, HCCBG funds support services for transportation – medical trips, other general trips, senior dining nutrition services, adult day programs, legal services, home improvement, senior dining congregate meals, in-home aid services (both home management and personal care) and case assistance (home visits, needs assessments, advocacy, etc.). These services are generally available to any person age 60 and older; income guidelines are in place that allow for contribution and cost-sharing levels that help expand the service.

July 1, 2017 through June 30, 2018
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rowan Transit System agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or at www.dhs.gov/aging/briefing.cfm?id=177.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized “State Grant Certification of No Overdue Tax Debts.”
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 4M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

 _____
(Authorized Signature)

5-3-17

(Date)

NAME AND ADDRESS		Home and Community Care Block Grant for Older Adults									
COMMUNITY SERVICE PROVIDER		County Funding Plan					DAAS-732 (Rev. 2/16)				
Meals on Wheels of Rowan, Inc		County _____					Rowan				
PO Box 1914		July 1, 2017 through June 30, 2018									
Salisbury, NC 28145		Provider Services Summary					Revision#: _____		Rev Date: _____		

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
Home Delivered 020	x			20000		////////////////////	2222	22222	39045	61267	2965	7.4948	200	52060
						////////////////////	0	0	0	0	0	0		0
						////////////////////	0	0	0	0	0	0		0
						////////////////////	0	0	0	0	0	0		0
						////////////////////	0	0	0	0	0	0		0
Total	////////	////////	0	20000	0	20,000	2222	22222	39045	61267	////////////////////	////////	200	#DIV/0!

*Adult Day Care & Adult Day Health Care Net Service Cost		
	ADC	ADHC
Daily Care	_____	_____
Transportation	_____	_____
Administrative	_____	_____
Net Ser. Cost Total	_____	_____

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Cindy B. Fink
Cindy B. Fink, Executive Director 4/27/2017
Authorized Signature, Title Date
Community Service Provider

Signature, Chairman, Board of Commissioners Date

HCCBG Budget

North Carolina Division of Aging

Service Cost Computation Worksheet c:732A.xls

Meals on Wheels of Rowan

Rowan

Budget Period: July 1, 2017 through June 30, 2018

Revision ___yes, ___no, revision date _____

USDA(NSIP) reimbursement is \$.75/meal

	Grand Total		Home Delivered 020
I. Projected Revenues			
A. Fed/State Funding From the Division of Aging	20,000	//////////	20,000
Required Minimum Match - Cash	//////////	//////////	//////////
1) County General Fund	2,222	//////////	2,222
2)	0	//////////	
3)	0	//////////	
Total Required Minimum Match - Cash	2,222	//////////	2,222
Required Minimum Match - In-Kind	//////////	//////////	//////////
1)	0	//////////	
2)	0	//////////	
3)	0	//////////	
Total Required Minimum Match - In-Kind	0	//////////	0
B. Total Required Minimum Match (cash + in-kind)	2,222	//////////	2,222
C. Subtotal, Fed/State/Required Match Revenues	22,222	//////////	22,222
D. USDA Cash Subsidy/Commodity Valuation	39,045	//////////	39,045
E. OAA Title V Worker Wages, Fringe Benefits	0	//////////	
Local Cash, Non-Match	//////////	//////////	//////////
1) County General Fund	0	//////////	
2)	0	//////////	
3)	0	//////////	
4)	0	//////////	
F. Subtotal, Local Cash, Non-Match	0	//////////	0
Other Revenues, Non-Match	//////////	//////////	//////////
1) Donations	172,037	//////////	172,037
2) Special Events	15,997	//////////	15,997
3) Bequests	49,864	//////////	49,864
G. Subtotal, Other Revenues, Non-Match	237,898	//////////	237,898
Local In-Kind Resources (Includes Volunteer Resources)	//////////	//////////	//////////
1)	0	//////////	
2)	0	//////////	
3)	0	//////////	
H. Subtotal, Local In-kind Resources, Non-Match	0	//////////	0
I. Client Program Income	130,058	//////////	130,058
J. Total Projected Revenues (Sum I C,D,E,F,G,H, & I)	429,223	//////////	429,223
Percent of Grand Total	100%		100.00%

HCCBG Budget
 Division of Aging
 Service Cost Computation Worksheet

DOA-732A
 FY 2018

II. Line Item Expense	Grand Total	Admin Cost	Home Delivered 020
Staff Salary From Labor Distribution Schedule	//////////	//////////	//////////
1) Full-time Staff	78,262	41,146	37,116
2) Part-time staff (do not include Title V workers)	29,754	5,234	29,754
A. Subtotal, Staff Salary	113,250	46,380	66,870
Fringe Benefits	//////////	//////////	//////////
1) FICA	8,664	3,548	5,116
2) Health Ins.	0	0	0
3) Retirement	0	0	0
4) Unemployment Insurance	873	373	500
5) Worker's Compensation	842	842	0
6) Other (Longevity)	0		
B. Subtotal, Fringe Benefits	10,379	4,763	5,616
Local In-Kind Resources, Non-Match	//////////	//////////	//////////
1)	0	0	
2)	0	0	
3)	0		
C. Subtotal, Local In-Kind Resources Non-Match	0	0	0
D. OAA Title V Worker Wages, Fringe Benefits	0	0	0
Travel	//////////	//////////	//////////
1) Per Diem	0	0	
2) Mileage Reimbursement	5,500	500	5,000
3) Other Travel Cost	3,000	2,000	1,000
E. Subtotal, Travel	8,500	2,500	6,000
General Operating Expenses	//////////	//////////	//////////
1) Service Contracts	10,250	1,332	8,918
2) Rent, Utilities, Supplies	24,420	3,653	20,767
3) Insurance, Computer, Bank	4,169	2,169	2,000
4) Postage, Dues, Subscriptions	3,300	2,000	1,300
5) Advertising	4,880	3,880	1,000
6)	0	0	0
7) Program Supplies	9,100	2,000	7,100
8) Caterer	240,975	0	240,975
	0		
	0		
	0		
	0		
	0		

F. Subtotal, General Operating Expenses	297,094	15,034	282,060
G. Subtotal, Other Admin. Cost Not Allocated	//////////	//////////	//////////
in Lines II.A through F	//////////	//////////	//////////
		//////////	//////////
H. Total Proj. Expenses Prior to Admin. Distribution	429,223	68,678	360,546
I. Distribution of Administrative Cost	//////////	0	68,678
J. Total Proj. Expenses After Admin. Distribution	429,223	//////////	429,223

HCCBG Budget
Service Cost Computation Worksheet
Division of Aging

	Grand Total		Home Delivered 020
III. Computation of Rates			
A. Computation of Unit Cost Rate:	//////////	//////////	//////////
1. Total Expenses (equals line II.J)	429,223	//////////	429,223
2. Total Projected Units	//////////	//////////	52,060
3. Total Unit Cost Rate	//////////	//////////	8.2448
B. Computation of Reimbursement Rate:	//////////	//////////	//////////
1. Total Revenues (equals line I.J)	429,223	//////////	429,223
2. Less: USDA (equals line I.D)	39,045	//////////	39,045
Title V (equals line I.E and II.D)	0	//////////	0
Non Match In-Kind (equals line I.H and II.C)	0	//////////	0
3. Revenues Subject to Unit Reimbursement	390,178	//////////	390,178
4. Total Projected Units (equals line III.A.2)	//////////	//////////	52,060
5. Total Reimbursement Rate	//////////	//////////	7.4948
C. Units Reimbursed Through HCCBG	#DIV/0!	//////////	2,965
D. Units Reimbursed Through Program Income*	#DIV/0!	//////////	17,353
E. Units Reimbursed Through Remaining Revenues	#DIV/0!	//////////	31,742
F. Total Units Reimbursed/Total Projected Units	#DIV/0!	//////////	52,060

390178

52060

7.4948

22222

2965

7.4948

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

**INSTRUCTIONS: Under each service,
provide the number of hours to be**

AGENCY

NAME: Meals on Wheels of Rowan, Inc.

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL HOURS	ADMIN. HOURS	Home Delivered 020
0	0	0	0		
Fink	Executive Directo	FULL TIME	2080	1456	624
Jones	Administrative As	PART TIME	1560	260	1300
Strobl	Site Coordinator	PART TIME	1040	0	1040
Shifflette	Site Coordinator	PART TIME	1040	0	1040
McNeely	Project Assistant	PART TIME	520	260	260
New	Meals Coordinato	PART TIME	1300		1300
Combs	Program Director	FULL TIME	1560		1560
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
0	0	0	0		
		SUBTOTAL FT	3,640	1456	2184
		SUBTOTAL PT	4,160	520	3640
		TOTAL	7,800	1976	5824
		PERCENT FT:	46.67%	0.74	0.38
		PERCENT PT:	53.33%	0.26	0.63

Exhibit 14A: List of Subcontractors

Provider: Meals on Wheels of Rowan, Inc Provider Code: _____ County Rowan

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
Divine Appetit	For-Profit	Home Delivered Meals	Andrea Lawson, Sam Watkins, 1820 Harris Houston Rd # 620279, Charlotte, NC 28262 704-314-4504	Preparation and delivery of individually packaged meals to six sites in Rowan County

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature: Cindy B. Jinn Executive Director 5/3/17 42852

**Home and Community Care Block Grant for Older Adults
County Funding Plan**

July 1, 2017 through June 30, 2018

**Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))**

Community Service Provider: _____ Rowan Meals on Wheels _____

County: _____ Rowan _____

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Meals on Wheels reaches out to the homebound over 60 years of age to provide nutritious meals to as many individuals as funding allows. Meals on Wheels receives referrals from the Department of Social Services, the VA, Novant Hospital, home care agencies, skilled nursing and rehabilitation facilities as well as individuals. Staff presents programs at civic clubs, participates in health fairs, seeks publicity and provides news releases to the media across the county. Meals on Wheels reaches out to the homebound over 60 years of age to provide nutritious meals to as many individuals as funding allows. Meals on Wheels receives referrals from the Department of Social Services, the VA, Novant Hospital, home care agencies, skilled nursing and rehabilitation facilities as well as individuals. Staff presents programs at civic clubs, participates in health fairs, seeks publicity and provides news releases to the media across the county.

Volunteers deliver over 215 meals on 27 routes throughout the county. In 2016, Meals and Wheels served 457 unduplicated participants.

Meals on Wheels will continue to work collaboratively with other agencies and work to raise additional funds so that we may serve more participants. Referrals have recently increased to 8-10 calls or email applications per week.

July 1, 2017 through June 30, 2018
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rowan Meals on Wheels agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan
 - b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
 - c) The Division of Aging Services Standards manual, Volumes I through IV or at <http://www.dhs.gov/aging/monitoring-law.htm>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) client intake/registration;
 - c) client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

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6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
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Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 4M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Cindy B. Jew

(Authorized Signature)

5/3/2017

(Date)

Meals on Wheels of Rowan

Conflict of Interest Policy

I. Purpose

The purpose of this Conflict of Interest Policy is to protect the interests of Meals on Wheels of Rowan (MOW) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of MOW or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

II. Definitions

A. Interested Person

Any director, principal officer, staff member or member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest

A person has a financial interest if the person, directly or indirectly, through business, investment, or family:

- 1 has an ownership or investment interest in any entity with which MOW has a transaction or arrangement;
- 2 has a compensation arrangement with MOW or with any entity or individual with which MOW has a transaction or arrangement;
- 3 has a potential ownership or investment interest in, or potential compensation arrangement with, any entity or individual with which MOW is negotiating a transaction or arrangement;
- 4 is a member, director, or officer of an organization with which MOW has entered into or is contemplating entering into a transaction or arrangement; or
- 5 any other situation in which reasonable and independent persons could suspect that a conflict of interest may exist. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists. A transaction or arrangement is not prohibited simply because a conflict of interest exists.

III. Procedures

A. Duty to Disclose In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors or members of committees with governing board-delegated powers considering the proposed transaction or arrangement.

B. Determining Whether a Conflict of Interest Exists After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall be

asked to leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining directors or committee members will decide if a conflict of interest exists.

C. Procedures for Addressing the Conflict of Interest

1 An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall be asked to leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2 The chair of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

3 After exercising due diligence, the board or committee will determine whether the Foundation can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

4 If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board or committee will determine by a majority vote of the disinterested directors whether the transaction or arrangement is in MOW's best interest, for its own benefit, and fair and reasonable. It will make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

D. Violations of the Conflict of Interest Policy

1 If the board or committee has reasonable cause to believe that a person has failed to disclose an actual or possible conflict of interest, it will inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.

2 If, after hearing the response of the person and making further investigation as warranted by the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest, it will take appropriate disciplinary and corrective action.

IV. Records of Proceedings

The minutes of the board and all committees with board-delegated powers will contain: The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed; The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

V. Annual Statements

Each director, principal officer, and member of a committee with governing board delegated powers will annually sign statements that affirm that such person:

- has received a copy of this conflicts of interest policy,
- has read and understands this policy,
- has agreed to comply with the policy,
- has disclosed all known actual and possible conflicts of interest involving such person

- and his or her family members, and
- understands that MOW is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax exempt purposes.
- VI. Periodic Reviews
- To ensure that MOW operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax exempt status, periodic reviews will be conducted. The periodic reviews will, at a minimum, include the following subjects:
- whether compensation arrangements and benefits are reasonable, based on competent survey information, and are the result of arm's length bargaining;
- whether partnerships, joint ventures, and arrangements with management organizations conform to the organizations written policies, are properly recorded, reflect reasonable investments or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction; and
- whether agreements for services and agreements with organizations, employees, and third party payers further charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.

VII. Use of Outside Experts

When conducting the periodic reviews, MOW may, but need not, use outside advisors. If outside experts are used, their use will not relieve the board of its responsibility for ensuring that periodic reviews are conducted.

Meals on Wheels of Rowan

Conflict of Interest Statement

In order to assure that the highest standards of ethical and fiduciary standards are maintained by Meals on Wheels of Rowan, I, _____ Cindy Brown Fink _____ (print full name), a board member and/or officer, or staff (circle appropriate title) of Meals on Wheels of Rowan, Inc., affirm that:

- I received a copy of the Meals on Wheels of Rowan's conflict interest policy.
- I read and understand the policy.
- I agree to comply with the policy.
- I understand that the Meals on Wheels of Rowan, Inc. is a tax exempt organization and should not engage in activities that could jeopardize its tax exempt status.

Cindy B. Fink Cindy B Fink 4-24-2017
 Signature Date

HCCBG Budget

NAME AND ADDRESS	Home and Community Care Block Grant for Older Adults	
COMMUNITY SERVICE PROVIDER	DAAS-732 (Rev. 2/16)	
Rufty-Holmes Senior Center	County Funding Plan	County <u>Rowan</u>
1120 S. Martin Luther King, Jr. Avenue		July 1, 2017 through June 30, 2018
Salisbury, NC 28144	Provider Services Summary	Revision#: _____ Rev Date: _____

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
Congregate 180		x			282500	//////////	31389	313889	23850	337739	28049	11.1907	450	31801
Senior Center Operation	x				93987	//////////	10443	104430	0	104430	#DIV/0!	#DIV/0!	4500	#DIV/0!
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
Total	////////	////////	0	0	376,487	376,487	41832	418319	23850	442169	//////////	//////////	4950	#DIV/0!

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care	_____	_____
Transportation	_____	_____
Administrative	_____	_____
Net Ser. Cost Total	_____	_____

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.


 Authorized Signature Title
 Community Service Provider

5-3-17
 Date

 Signature, County Finance Officer Date

 Signature, Chairman, Board of Commissioners Date

USDA(NSIP) reimbursement is \$.75/meal

	Grand Total		Congregate 180	Senior Center Operation 170
I. Projected Revenues				
A. Fed/State Funding From the Division of A	376,487	//////////	282,500	93987
Required Minimum Match - Cash	//////////	//////////	//////////	//////////
1) County General Fund	41,832	//////////	31,389	10,443
2)	0	//////////		
3)	0	//////////		
Total Required Minimum Match - Cash	41,832	//////////	31,389	10,443
Required Minimum Match - In-Kind	//////////	//////////	//////////	//////////
1)	0	//////////		
2)	0	//////////		
3)	0	//////////		
Total Required Minimum Match - In-Kin	0	//////////	0	0
B. Total Required Minimum Match (cash + i	41,832	//////////	31,389	10,443
C. Subtotal, Fed/State/Required Match Rev	418,319	//////////	313,889	104,430
D. USDA Cash Subsidy/Commodity Valuat	23,850	//////////	23,850	
E. OAA Title V Worker Wages, Fringe Benef	0	//////////		
Local Cash, Non-Match	//////////	//////////	//////////	//////////
1) County General Fund	156,956	//////////	16,982	139974
2) Business Marketing Program	7,000	//////////		7000
3) County Senior Center Grant	83,530	//////////		83530
4) City of Salisbury Grant	63,000	//////////		63000
F. Subtotal, Local Cash, Non-Match	310,486	//////////	16,982	293,504
Other Revenues, Non-Match	//////////	//////////	//////////	//////////
1) Annual Fund	35,000	//////////		35000
2) State Senior Center Grant	10,875	//////////		10875
3) United Way	50,800	//////////		50800
G. Subtotal, Other Revenues, Non-Match	96,675	//////////	0	96,675
Local In-Kind Resources (Includes Volunteer	//////////	//////////	//////////	//////////
1) Small Grants	16,275	//////////		16275
2) Local Municipalities	2,350	//////////		2350
3) Program Fees	85,000	//////////		85000
H. Subtotal, Local In-kind Resources, Non-M	103,625	//////////	0	103,625
I. Client Program Income	30,000	//////////	25,000	5,000
J. Total Projected Revenues (Sum I C,D,E,F,	982,955	//////////	379,721	603,234
Percent of Grand Total	100%		38.63%	61.37%

**HCCBG Budget
Division of Aging
Service Cost Computation Worksheet**

II. Line Item Expense	Grand Total	Admin Cost	Congregate 180	Senior Center Operation 170
Staff Salary From Labor Distribution Schedule	//////////	//////////	//////////	//////////
1) Full-time Staff	334,155	112,025	45,000	177,130
2) Part-time staff (do not include Title V w	178,147	0	74,920	103,227
A. Subtotal, Staff Salary	512,302	112,025	119,920	280,357
Fringe Benefits	//////////	//////////	//////////	//////////
1) FICA	39,191	8,570	9,174	21,447
2) Health Insurance	72,000	18,000	9,000	45,000
3) Retirement	12,315	1,777	1,856	8,682
4) Unemployment Insurance	7,131	1,641	1,636	3,854
5) Worker's Compensation	6,690	1,475	1,475	3,740
6) Other (Longevity)	0			
B. Subtotal, Fringe Benefits	137,327	31,463	23,141	82,723
Local In-Kind Resources, Non-Match	//////////	//////////	//////////	//////////
1)	0	0		
2)	0	0		
3)	0			
C. Subtotal, Local In-Kind Resources Non-M	0	0	0	0
D. OAA Title V Worker Wages, Fringe Bene	0	0	0	0
Travel	//////////	//////////	//////////	//////////
1) Per Diem	0	0		
2) Mileage Reimbursement	3,000	375	1,000	1,625
3) Other Travel Cost	0			
E. Subtotal, Travel	3,000	375	1,000	1,625
General Operating Expenses	//////////	//////////	//////////	//////////
1) Utilities (including LC Site subsidies)	50,000	2,500	20,100	27,400
2) Repairs & Maintenance	32,326		1,500	30,826
3) Janitorial Supplies	4,500		1,500	3,000
4) Postage	1,250	150	100	1,000
5) Advertising/Printing/Assoc dues	6,850	1,850	350	4,650
6) Telephone/Technology Expenses	9,500	1,200	2,000	6,300
7) Program Supplies/Expenses	50,000	1,200	2,000	46,800
8) Office Supplies	3,500	250	250	3,000
9) Training	3,000	1,650	350	1,000
10) Legal & Financial Expenses	11,000	11,000		
11) Property & Liability Insurance/D&O	17,250	1,000	2,750	13,500
12) Catering Contract	141,150		141,150	
	0			
F. Subtotal, General Operating Expenses	330,326	20,800	172,050	137,476
G. Subtotal, Other Admin. Cost Not Alloca	//////////	//////////	//////////	//////////

in Lines II.A through F	//////////	//////////	//////////	//////////
		//////////	//////////	//////////
H. Total Proj. Expenses Prior to Admin. Dist	982,955	164,663	316,111	502,181
I. Distribution of Administrative Cost	//////////	0	63,610	101,053
J. Total Proj. Expenses After Admin. Distrib	982,955	//////////	379,721	603,234

HCCBG Budget
Service Cost Computation Worksheet
Division of Aging

				Senior Center Operation 170
III. Computation of Rates	Grand Total		Congregate 180	
A. Computation of Unit Cost Rate:	//////////	//////////	//////////	//////////
1. Total Expenses (equals line II.J)	982,955	//////////	379,721	603,234
2. Total Projected Units	//////////	//////////	31,800	0
3. Total Unit Cost Rate	//////////	//////////	11.9409	#DIV/0!
B. Computation of Reimbursement Rate:	//////////	//////////	//////////	//////////
1. Total Revenues (equals line I.J)	982,955	//////////	379,721	603,234
2. Less: USDA (equals line I.D)	23,850	//////////	23,850	0
Title V (equals line I.E and II.D)	0	//////////	0	0
Non Match In-Kind (equals line I.E)	103,625	//////////	0	103,625
3. Revenues Subject to Unit Reimbursement	855,480	//////////	355,871	499,609
4. Total Projected Units (equals line III.A.2)	//////////	//////////	31,800	0
5. Total Reimbursement Rate	//////////	//////////	11.1907	#DIV/0!
C. Units Reimbursed Through HCCBG	#DIV/0!	//////////	28,049	#DIV/0!
D. Units Reimbursed Through Program In	#DIV/0!	//////////	2,234	#DIV/0!
E. Units Reimbursed Through Remaining	#DIV/0!	//////////	1,518	#DIV/0!
F. Total Units Reimbursed/Total Projected	#DIV/0!	//////////	31,801	#DIV/0!

355871 499609

31800 0

11.1909 #DIV/0!

313889 104430

28049 #DIV/0!

11.1907 #DIV/0!

NC
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 LE DAAS-732A1

INSTRUCTIONS: Under each service, provide the amount of money to be paid for the

AGENCY
NAME:

Rufty-Holmes Senior Center

salary from the service

(if used for other services verify that \$ amts carry to correct funding source on 731 and 732)

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL SALARY	ADMIN. SALARY	Congregate 180	Senior Center Operation 170
Buehrer	Executive Directo	FULL TIME	\$71,000	\$71,000		
Williams	Adm Asst	FULL TIME	\$35,540	\$35,540		
			\$0			
Banner	Nutrition Mgr	FULL TIME	\$45,000		45,000	
6	Site Supv	PART TIME	\$73,420		73,420	
	Substitutes	PART TIME	\$1,500		1,500	
			\$0			
Sandke	SC Manager	FULL TIME	\$45,000			45,000
Denaux	Aquatics Dir	FULL TIME	\$30,625			30,625
Simpson	I & A Mgr	FULL TIME	\$45,000			45,000
Davis	Program Asst	FULL TIME	\$29,945			29,945
Lanning	Steward	FULL TIME	\$26,560			26,560
Weant	Fitness Director	PART TIME	\$20,540			20,540
3	Front Desk	PART TIME	\$28,390			28,390
13	Senior Center	PART TIME	\$54,297			54,297
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
		SUBTOTAL FT	326,270	112,025	37,115	177,130
		SUBTOTAL PT	178,147	0	74,920	103,227
		TOTAL	504,417	\$112,025	\$112,035	\$280,357
		PERCENT FT:	64.68%	100.00%	33.13%	63.18%
		PERCENT PT:	35.32%	0.00%	66.87%	36.82%

INSTRUCTIONS: Under each service, provide the number of hours to be worked in that

AGENCY

NAME: Ruffy-Holmes Senior Center

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL HOURS	ADMIN. HOURS	Congregate 180	Senior Center Operation 170
Buehrer	Executive Director	FULL TIME	2,080	2080		
Williams	Adm Asst	FULL TIME	2080	2080		
0	0	0	0			
Banner	Nutrition Mgr	FULL TIME	2080		2080	
6	Site Supv	PART TIME	6240		6240	
0	Substitutes	PART TIME	150		150	
0	0	0	0			
Sandke	SC Manager	FULL TIME	2080			2080
Denaux	Aquatics Dir	FULL TIME	2080			2080
Simpson	I & A Mgr	FULL TIME	2080			2080
Davis	Program Asst	FULL TIME	2080			2080
Lanning	Steward	FULL TIME	2080			2080
Weant	Fitness Director	PART TIME	1150			1150
3	Front Desk	PART TIME	2704			2704
13	Senior Center	PART TIME	4000			4000
0	0	0	0			
0	0	0	0			
0	0	0	0			
0	0	0	0			
0	0	0	0			
0	0	0	0			
0	0	0	0			
0	0	0	0			
		SUBTOTAL FT	16,640	4160	2080	10400
		SUBTOTAL PT	14,244	0	6390	7854
		TOTAL	30,884	4160	8470	18254
		PERCENT FT:	53.88%	1.00	0.25	0.57
		PERCENT PT:	46.12%	0.00	0.75	0.43

Exhibit 14A: List of Subcontractors

Region F FY 2017-2018

Provider: Rufty-Holmes Senior Center Provider Code: 080 County: Rowan

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	Scope of the Subcontract (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
Divine Appetit	For-profit	Congregate Nutrition	Andrea Lawson & Sam Watkins, Divine Appetit, 1820 Harris Houston Rd #620279, Charlotte, NC 28262 704-314-4504	preparation and delivery of bulk meals to six congregate nutrition sites

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature:  Title: Executive Director Date: May 3, 2017

Version 2016 Page 1 of 1

**Home and Community Care Block Grant for Older Adults
County Funding Plan**

July 1, 2017 through June 30, 2018

**Methodology to Address Service Needs of Low Income (Including Low-Income
Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency
(Older Americans Act, Section 305(a)(2)(E))**

Community Service Provider: _____ Rufty Holmes Senior Centerr _____

County: _____ Rowan _____

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

GOAL: Aggregate client profile compares favorably to Census figures for poverty, minority, and rural older adults in Rowan County.

Rufty-Holmes Senior Center attempts to serve all Rowan County older adults who seek services. The Center engages in special outreach initiatives to insure that rural elderly, low-income seniors and minorities are aware of, and take advantage of, aging services for which they are eligible. The Center advertises its programs and services through a variety of media throughout the County. The Information & Assistance Program regularly goes out into the community into a variety of settings to inform audiences of services provided through the Center. Congregate Nutrition sites are geographically located throughout the County, mostly in rural areas. Transportation assistance is available to the sites, and to the Senior Center, so that those in rural areas with low-income can access services. 2016 statistics in ARMS indicates that 50% of congregate nutrition sites clients live alone, with 35% living at/below the poverty level (as compared to an overall 11% senior population living below the poverty level). 39% are African-American in contrast to the over 60 African-American population being 14%. The Senior Center serves thousands of local seniors each year. Those who live in non-municipal areas of the County represent 34% of participants, with 39% of the senior population of the County so situated. Those with limited English proficiency account for less than 1% of the population in this age group. In spite of that, ARMS records indicate we have a degree of Latino participation.

The Center will continue its efforts in the coming year, collaboratively working with other agencies in the community through the CRC Branch and other relationships to insure that target populations are served.

July 1, 2017 through June 30, 2018
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rufty-Holmes Senior Center agrees to provide services through the Home and
(Name of Provider)

Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:

- a) The County Funding Plan
- b) The Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services providers; and
- c) The Division of Aging Services Standards manual, Volumes I through IV or at <http://www.ncsh.aa.gov/aging/information/medicaid.htm>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner on the Methodology to Address Service Needs of Low-Income(Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733)

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:

- a) Eligibility determination;
- b) client intake/registration;
- c) client assessment/reassessments and quarterly visits, as appropriate;
- d) Determining the amount of services to be received by the client; and
- e) Reviewing consumer contributions policies with eligible clients

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in ,45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans With Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the Area Agency on Aging indicating the recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home : Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Information must be maintained in a secure environment with restricted access, and community service providers must establish procedures to prevent accidental disclosures from data processing systems. Community service providers, including subcontractors and vendors, must adhere to requirements for protecting the security and confidentiality of client information.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which the agency agrees to comply with 07 NCAC 14M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.


(Authorized Signature)

05/03/2017
(Date)

Rufty-Holmes Senior Center Policy on Conflict of Interest

Definition:

Conflict of interest occurs when a member of the Board of Directors or staff member participates in decision-making about a matter that may benefit that individual, or someone with whom they have a close personal relationship, directly or indirectly, regardless of the size of that benefit.

The objective of this policy is to establish clear standards for Board members' and staff conduct when a potential conflict arises, and to provide guidelines for conduct after the conflict has been disclosed, in order to ensure that the conflict continues to be properly handled.

Guiding Principles:

Members of the Board of Directors and staff of Rufty-Holmes Senior Center must not participate, or be perceived as participating, in any decision making on any matter which may directly or indirectly benefit that individual, or anyone with whom they have a close, personal relationship.

Members of the Board of Directors and staff should not use, or be perceived as using, their status to gain privileged access to the members, board or staff of the program for presentation of programming or service proposals.

Policy:

Before any meeting of the Board of Directors, an agenda will be circulated to each Director with agenda items described in sufficient detail to allow members of the Board to identify possible conflicts of interest.

A member of the Board of Directors with a conflict of interest will declare same to the Chair of the meeting prior to the introduction of the agenda item in question.

The stated conflict will be noted in the minutes of the meeting.

The member of the Board of Directors who has disclosed a conflict of interest regarding an agenda item will refrain from participating in discussions and voting on the item, and will leave the meeting room when the Board reaches that agenda item. The Director's departure from the meeting room will be noted in the minutes. After discussion by the Board of that agenda item, the Director may return, and an appropriate notation will be made in the minutes.

Staff members who could have an actual, or perceived, conflict of interest in making a recommendation or decision regarding a vendor, service or purchase will disclose their relationship to the Executive Director during any discussion of the subject. The Executive Director will determine whether the relationship should affect any decision made in the matter.

The Board Executive Committee will review annually a list of vendors used by the Center to evaluate whether any actual or perceived conflicts of interest exist.

Nothing in this policy excludes Business Associates and friends of the Center from being considered or used as vendors, contractors or service providers as long as their relationship is disclosed to the Executive Committee.

(Revised 10-22-2014)



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: May 5, 2017
SUBJECT: Contract Addendum with Tyler Technologies

Please see the attached information.

Please approve the attached information.

ATTACHMENTS:

Description	Upload Date	Type
Contract Addendum with Tyler Technologies	5/5/2017	Backup Material

Leslie E. Heidrick, CPA
Assistant County Manager/
Finance Director



Harley L. Will, CPA
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326
Telephone 704-216-8170 • FAX 704-216-8110

MEMORANDUM

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

FROM: Leslie E. Heidrick, Assistant County Manager/Finance Director *LH*
David Sifford, Purchasing Agent *DS*

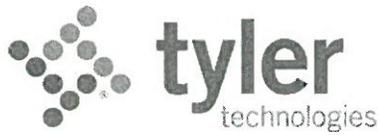
RE: Approval of Contract Addendum with Tyler Technologies for Tax Collection Software

DATE: May 5, 2017

G.S. 143-129(e)(6) allows for the purchase of apparatus, supplies, materials or equipment without utilizing the formal bidding process when performance or price competition is not available, when the needed product is available from only one source or supply, or when standardization or compatibility is the overriding consideration. Tyler Technologies is considered the sole-source provider of the software due to the fact that the County has transitioned or is transitioning to other Tyler Technologies' software products in five Departments: Tax Administration, Planning, Building Inspections, Finance and Human Resources. This addendum serves to add the tax collection platform to the tax assessment software contract that is currently being implemented. Standardization and compatibility are the overriding considerations for this purchase, which will help achieve the County's goal of operating on a common administrative software platform.

The cost of the Software License for iasWorld Tax software and implementation is \$425,000. The first year maintenance costs on the software will be \$45,480. Attached is the contract addendum which details the costs.

Staff's Recommendation: It is the recommendation of Tax Administrator Kelvin Byrd, Information Systems Director Randy Cress and the Finance Department that a contract addendum with Tyler Technologies for the purchase of iasWorld Tax collection software be approved at a cost of \$425,000, with first year maintenance costs of \$45,480. The cost of the software is within the approved fiscal year 2017 budget.



Additional Products and Services Addendum

This Additional Products and Services Addendum ("Addendum") is made by and between Tyler Technologies, Inc. with offices at One Tyler Way, Moraine, OH 45439 ("Tyler") and Rowan County, North Carolina ("Client").

WHEREAS, Tyler and Client are parties to an original License and Services Agreement dated March 2, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to contract for additional Tyler Software products and services under the terms of the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following Tyler Software is hereby added to the Agreement: iasWorld™ Tax Billing & Collection and iasWorld Delinquent Tax Collection (Tax Billing & Collection and Delinquent Tax are collectively "iasWorld Tax"). The iasWorld Tax solution shall be implemented in the same environment as the Client's current iasWorld CAMA solution. Tyler will deliver the base iasWorld Tax solution with standard North Carolina configurations.
2. The table in Exhibit A, page is replaced in its entirety with the following:

	Amount	When Invoiced
Software License – CAMA	\$275,445	Contract Signing
Oracle License	\$16,630	Contract Signing
Implementation Services – CAMA	\$375,760	As Performed
Software License – iasWorld Tax	\$137,135	Addendum 1 Signing
Implementation Services – iasWorld Tax	\$287,865	As Performed
Total Contract Value	\$1,092,835	

3. Exhibit A – Investment Summary includes a listing of the Tyler Software available to the Client under the Agreement. That section is revised to add the following:
 - iasWorld Tax Billing & Collection
 - iasWorld Delinquent Tax Collection
4. Year 1 maintenance fees for the iasWorld Tax are \$45,480 and will be invoiced commencing twelve (12) months from the execution of this First Addendum.
5. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Addendum as of the date set forth below ("Effective Date").

Tyler Technologies, Inc.
Appraisal & Tax Division

Client: Rowan County, North Carolina

By: _____

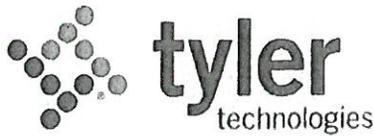
By: _____

Name: Gus Tenhundfeld

Name: _____

Title: Inside Sales Manager

Date: _____



- Email
to Jaro
- Randy
- Kelvin

LICENSE AND SERVICES AGREEMENT

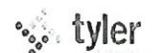
This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, the Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Statement of Work and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Client”** means Rowan County, North Carolina.
- **“Client Responsibilities”** means the responsibilities of the Client as described in Exhibit D.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current User Guides.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, extreme inflation (eight percent or greater), or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you, on an unlimited user-count basis, through this Agreement.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit E.
- **“Statement of Work”** means the description of services to be supplied by us through this Agreement,



attached as Exhibit C.

- “**Support Call Process**” means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit E.
- “**Third Party Hardware**” means the third party hardware, if any, identified in the Investment Summary.
- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party Software**” means the third party software, if any, identified in the Investment Summary.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**US**” means the United States of America.
- “**User Guides**” means the user guides for the Tyler Software.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The User Guides are licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or User Guides to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 Your license to the Tyler Software is limited to using it for your internal business purposes
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and User Guides are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the User Guides. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently \$800)

directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services described in the Statement of Work. You will receive those services according to our industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Additional Services.** The Investment Summary and Statement of Work contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.
4. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with US industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
5. **Site Access and Requirements.** You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.
6. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. If you terminate for lack of appropriations, you will not procure software to provide the same or similar functionality as the Tyler Software Products for a period of twelve (12) months from the effective date of your termination.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.
 - 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to

which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct, and with respect to the degree to which you and your agents, officials and employees are free from negligence.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct, and with respect to the degree to which we and our agents, officials and employees are free from negligence.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000 aggregate; and (d) Workers Compensation complying with applicable statutory requirements. We will add you to our Commercial General Liability insurance policy as an additional insured, and will provide you with copies of certificates of insurance upon written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at our then-current list price by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid

for twelve (12) months from the Effective Date.

3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office for not more than four (4) hours within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by US law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of your domicile.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
21. Non-Solicitation. During the Period of Agreement and for a period of six (6) months following the project completion date, you will not solicit for employment or hire any Tyler employee without the express written consent of Tyler.
22. Contract Documents. This Agreement includes the following exhibits which are hereby included in the following order behind the Agreement:
- Exhibit A Investment Summary
 - Exhibit B Invoicing and Payment Policy
 - Exhibit C Statement of Work
 - Exhibit D Client Responsibilities
 - Exhibit E Maintenance and Support Agreement
 - Schedule 1: Support Call Process
 - Exhibit F Third Party End User License Agreement(s)

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
Appraisal & Tax Division

Rowan County, North Carolina

By: Andrea L. Faret
 Name: Andrea L. Faret
 Title: Corporate Attorney
 Date: 1/13/2016

By: [Signature]
 Name: AARON CHURCH
 Title: COUNTY MANAGER
 Date: 3-2-16

Address for Notices:
 Tyler Technologies, Inc.
 4100 Miller Valentine Court
 Moraine, OH 45439
 Attention: Director of Inside Sales

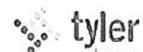
Address for Notices:
 Rowan County
 402 N. Main Street
 Salisbury, NC 28144
 Attn: County Assessor

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

Finance Director: Lucie Heichel

FROM FINANCE

FEB 19 2016





The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the Client under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Software License	\$275,445	Contract Signing
Oracle License	\$16,630	Contract Signing
Implementation Services	\$375,760	As Performed
One Time Total Cost	\$667,835	

Ongoing Maintenance

The maintenance and support fees for the one (1) year period commencing on the Effective Date are waived. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Effective Date. The first period of paid maintenance for the term of January 1, 2017 through June 30, 2017 will be invoiced in advance on or about December 1, 2016 in the amount of \$33,890. Subsequent maintenance and support fees will be invoiced annually in advance covering the period of July 1 through June 30, with the July 1, 2017 through June 30, 2018 period billed at \$67,780.

Included Software

This Agreement covers the following Tyler Software to be licensed to the Client under this Agreement:

- iasWorld CAMA
- iasWorld Personal Property
- Public Access
- Oracle
 - 2 Processor Standard Edition 2 database license
 - 1 Processor Application Server – Forms and Reports
 - 10 Named User Standard Edition 2 database license (test)



Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are due and invoiced upon full execution of the License and Services Agreement.

1.2 *Maintenance and Support Fees:* The first year of maintenance and support fees for the Tyler Software for the one (1) year period commencing on the Effective Date are waived. The first period of paid maintenance for the term of January 1, 2017 through June 30, 2017 will be invoiced in advance on or about December 1, 2016 in the amount of \$33,890. Subsequent maintenance and support fees will be invoiced annually in advance covering the period of July 1 through June 30, with the July 1, 2017 through June 30, 2018 period billed at \$67,780.

2. Professional Services.

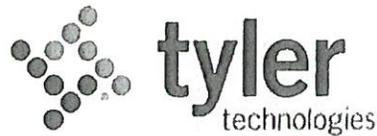
2.1 *Implementation and Other Professional Services:* Implementation and other professional services are invoiced as performed.

3. Expenses. The service rates in the Investment Summary include travel expenses.

Payment. Payment for undisputed invoices is due within thirty (30) days of the invoice date. Maintenance and support fees are due on each anniversary of the Effective Date.

We prefer to receive payments electronically. Our electronic payment information is:

Wells Fargo Bank, N.A.
San Francisco, CA 94104
ABA: 121000248
Acct Name: Tyler Technologies, Inc. Operating Account
Acct No: 4124302472



Statement of Work

The following Statement of Work details the services to be delivered by Tyler Technologies, Inc. to the Client under your License and Services Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Project Vision

Tyler Technologies' (Tyler) vision is to establish its iasWorld System into the Rowan County as the staple, end-to-end solution for property assessment functions.

This project covers integration, configuration, and testing of Tyler's iasWorld CAMA Standard solution including the additional functionality of iasWorld Personal Property and iasWorld Public Access. It also covers the implementation and set-up, conversion, possible modifications, training, and transition to production for these modules.

All deliverables require signoff of acceptance by County. Reasonable turnaround on County acceptance is necessary to maintain project schedule. As well, all tasks require signoff of acceptance by County. During the project planning and startup phase, Tyler project manager will prepare a detailed project plan and statement of work which list tasks, timelines and identifies specific deliverables. These documents will be presented to the County for approval and sign off. The County will strive for a turnaround time of 3 – 5 business days for all deliverable and task signoffs.

Tyler has a vision of not only implementing iasWorld, but further enhancing its current long term relationship with Rowan County.

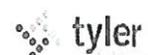
Scope

Tyler will perform a Fit Analysis of current business processes, technical environments and current interfaces, and will document any site specific setup and configurations needed to iasWorld. It is Tyler's intent to install the base iasWorld software modules referred to above and to use the implementation and system set-ups as developed for one of our other North Carolina Counties, as the basis for this project. Tyler will install the iasWorld software identified above on County hardware. Tyler will also apply set-ups and modifications to the installed modules, update system documentation for modifications and deliver documentation and training to the County. This will be accomplished in several phases. The following are some specific tasks and deliverables during each phase.

Phase 1: Project Start-up

Project Start-up

The Company will execute project start-up tasks including internal project planning, project staffing and assignment of key staff, procurement of resources needed to internally support the execution of project tasks, initiation of subcontractor planning and coordination tasks, schedule the assignment of the project team, etc.



Project Scope

Tyler and the County will review and agree upon the initial scope for the project. The scope statement above can be used and adjusted for this phase and, further, the Scope will be refined after the Fit Analysis.

Deliverable: Project Scope Document (as agreed between Tyler and the County)

Project Work Plan

Shortly after the Project Kick Off Meeting, Tyler shall meet with the County to review and approve the detailed planning calendar, or Project Work Plan, with County staff. The Project Work Plan will expand upon the tasks identified in this Scope of Work, indicating responsible parties, estimated effort, projected time frames and task dependencies. This Work Plan will be revised during the initial phases of the project as the additional information becomes available, further clarifying the effort associated with various project tasks. Tyler will provide to the County with a monthly status report, for review and discussion. Tyler will monitor the project plan and should any changes to the critical path items of the Project Plan occur, Tyler will review and discuss the impact of these changes with the County.

A general training plan will be developed in conjunction with the Phase 1 work plan, subject to refinement during the implementation and County approval. The training in this plan will be delivered during the training phase.

Deliverable: Project Work Plan and Training Plan (as agreed between Tyler and the County)

Phase 2: Requirements Analysis:

Fit Analysis

Tyler and County staff will meet over the course of several fit work sessions involving Tyler project team, the County managers, power users and end users. During the initial sessions Tyler will review how the County currently does business. This helps Tyler to understand the business process of the County and surface specific configuration issues and potential modifications that may be needed / desired. In conjunction with these sessions Tyler will conduct system walk-throughs of iasWorld. These will help the County to envision how their current business operations will be addressed within iasWorld. Tyler will discuss the issues with converting the existing County data into iasWorld tables and the treatment of the data within the various functions of iasWorld.

The walk-through further facilitates discussion of configuration options for addressing the requirements and the potential changes to County procedures and/or modifications to iasWorld that may be needed to address the County's required business processes.

During the Fit Analysis the proposed interfaces to the iasWorld system will be reviewed and evaluated. Any change requested by the County that is a customization to iasWorld must be communicated to the County's Project Manager.

Deliverable: Fit Analysis Review Document

Site Specific Modifications to be made to Base System by Company

The Company will install the base North Carolina setups as part of this project; therefore, only base modifications to existing templates are included in this project.

Refined Project Scope

Tyler and the County will refine the project scope based on the Fit Analysis. This will set the scope of

the rest of the project. The Refined Project Scope Document will receive County's approval before the Plan is delivered. Any scope changes made after the Refined Project Scope Document has been delivered will need to be in writing to Tyler and are subject to additional fees and shall be handled through the change order process.

Deliverable: Refined Project Scope Document

Data Conversion Definitions

The County and Tyler will review, determine and define the required iasWorld conversion data elements. The County will provide Tyler with an acceptable file and file layout of the County's present data for converting into the new system.

System Implementation and Set-up Definition

The County and Tyler will define and document the iasWorld set-up and configuration necessary to meet the County's requirements as part of the Fit Analysis.

Phase 3: Installation:

Hardware

The Client will establish an environment in the Client data center where the Tyler Software will be installed.

Install iasWorld – Tyler Servers

Tyler staff will install the base iasWorld solution in the Client's secure hosting facility. The County will have both a production and test environment.

Deliverable: ORACLE/IAS/IASWORLD CAMA

Phase 4: iasWorld Development – Modifications, Interfaces, and Custom Reports

Sign-Off on Modification Specification

The County will review and upon approval, sign-off on the detailed specifications developed by Tyler within ten (10) days of delivery (by module or sub-module). The approved specifications will be the basis for Tyler's modification effort.

Programming Modifications / Unit Test

Tyler shall make necessary modifications to the iasWorld modules in accordance with approved modification specifications.

After completing programming (initial code) Tyler will conduct unit testing for each approved modification, interface, and custom report developed prior to deliver to the County. Unit testing will ensure that the developed coding meets the functionality of the requirements as approved with the Detailed Modification Specifications. With unit testing Tyler staff will try to eliminate system bugs prior to delivery to the County for installation and acceptance testing.

Installation and Acceptance Testing – Test Environment

After completing unit testing, Tyler will deliver each approved modification, interface, and custom report developed to the County for installation and testing in the Tyler staging or the County's test

environment. Tyler and the County staff will perform system tests on each delivered product. During this system testing any deficiencies found that do not meet the County requirements will be corrected and retested prior to moving into the County's iasWorld production environment.

County Acceptance

After acceptance testing has been completed and County has acknowledge acceptance for each delivered modification, interface, and custom report Tyler will install each in the County's iasWorld production environment.

Deliverable: County Acceptance –ready for installation in production environment

Phase 5: iasWorld System Setup and Configuration

Implementation (System Setup)

During the iasWorld implementation the project will progress through several tasks as outlined in the following paragraphs.

Web-based User Interface

This phase is concerned with the installation, setup, configuration and optimization of the user data maintenance environment. This environment will provide the County with a web-based, task oriented, transaction environment that streamlines and simplifies the business processing of assessment and taxation tasks.

The data maintenance framework to be installed at the County is a highly configurable environment such that the needs of the County can be met without changing source code.

Site Specific Setup Review & Documentation

Tyler will review and initially use the set of base transactions that have been configured for other North Carolina counties and clients with similar requirements as the base transactions for the County.

The process for defining the County's requirements involves a series of walkthrough sessions with baseline transactions, leading to an agreement on the setup and configuration required. Initial presentation of the baseline transactions as generically configured for the County. In general, initial activities including the walkthrough sessions will be performed using a staged version of the application. Once the walkthrough sessions are complete and application setups are complete and tested, the module then can be implemented for production purposes.

Note: Tyler shall review and use the set of transactions that have been configured for other North Carolina customers as the base transactions for the County. The set of North Carolina based transactions should meet the majority of the County's requirements with little or no configuration changes. *The Fit review should have identified any significant modifications / new transactions that will be required and the additional mod hours to be allocated to cover this effort.*

After completing the transactions, Tyler will deliver each to the County for testing in the Tyler staging or the County's test environment. Tyler and the County staff will perform system tests on each delivered

transaction. During this system testing any deficiencies found that does not meet the County requirements will be corrected and retested prior to moving into the County's iasWorld production environment.

iasWorld Set-up/Configuration, Modifications, Testing

Baseline transactions and general features will be provided to the County as part of the iasWorld application. Transactions represent business functions that are processed by the County, condensed into a single browser data maintenance interface. Associated with each transaction is a series of master user interface templates (similar to forms). During the setup process, business 'roles' will be defined and master templates will be associated to these roles. Selected templates will be modified to simplify the number of fields required for data entry roles, thereby streamlining the overall interface and increasing usability and efficiency.

Note: Transaction types require access to the underlying iasWorld application business rules and data schema and as such are dependent on the County's right-to-use license for each dependent iasWorld module. Each of the iasWorld base modules have one or more iasWorld transactions based on business processes in support of that specific module. Tyler will implement the transactions associated with the modules, as detailed in the Payment Schedule.

Summary of tasks with the set-up and configuration:

- Receive Sample Database (from the data conversion task)
- Load sample data on Test Server DB
- Load of Base Transactions to test server
- Test basic module functionality
- Identify which transactions will be deployed for client
- Activate identified transactions for County
- Identify County Site-specific transactions
- Generate County List of Value (LOV) tables
- Setup Security Roles, Users & Content Configuration
- Role creation/configuration and User assignment to roles
- Content Configuration
- Setup 'On Demand Reports' configuration
- Transaction Template Configuration
- Setup/confirm required LOVs for deployment
- For each transaction, modify the baseline template to meet site specific requirements
- Ensure correct LOVs are being displayed
- Release Transactions to County for review

The listed general features are independent of the following baseline transactions, but they will be made available when appropriate for a particular transaction. The following list of baseline transactions may include transactions that are not applicable to the County's business processes, but are included for completeness.

	Base Transactions
AA	Owner Transfer
CAMA	Residential CAMA
CAMA	Commercial CAMA
CAMA	Notes -1 (also part of Asmt Admin and CAMA transactions)
AA	Notes- 2
AA	ASMT
CAMA	Commercial Income
CAMA	Condo
AA	Re/Deactivate
AA	Conveyance
AA	Centrally Assessed
CAMA	Sales History Maintenance
AA	Hearing Track Valuation by PID
Sys	Reports
AA	Splits and Combinations
CAMA	Market Transactions including MKSALES and Comp Sheet, as well as associated set up tables
CAMA	CAMA set up tables for CALP, res cost, CI cost and income models
AA	AA set up tables including ROLLDEF
CAMA	Reports set up CAMA
AA	Reports set up AA
AA	Assessment Admin; similar to Owner Transfer

Note: The above transaction types require access to the underlying iasWorld application business rules and data schema and as such are dependent on the County’s right-to-use license for each dependent iasWorld application.

System Implementation and Set-Up

Tyler with the County staff assistance will furnish site specific setup and configuration. As part this task an iasWorld System Implementation and set-up documents will be provided to the County as a guide for the initial system implementation and can be used as a reference with in the future as County requirements may change. Tasks involve will include the following:

- Walk through each transaction with the County, highlighting features, changes and general usage (this is not full class room training. It is introductory training to give the County enough knowledge to test the transactions). *Responsibility: Tyler/County (Tyler lead)*
- Receive feedback on additional changes that may be required. *Responsibility: County*
- Template enhancements as needed. *Responsibility: Tyler*
- User Acceptance Testing. *Responsibility: County*
- County reviews transactions, tests basic operation and business rules on Test server - based on QA scripts. *Responsibility: County*
- County signs off on transactions. *Responsibility: County*
- Install transaction on County’s Test Environment. *Responsibility: Tyler*



- Verification of Transactions in Test Environment. *Responsibility: Tyler*
- Identification of additional configuration parameters. *Responsibility: Tyler/County (Tyler lead)*
- Final Configuration. *Responsibility: Tyler*
- Install transaction on County's Production Environment. *Responsibility: Tyler/County assistance*
- Additional Configurations applied to Production Environment if necessary. *Responsibility: Tyler/County assistance*
- Verification of Transactions in Production Environment. *Responsibility: County/Tyler assistance*
- County sign off. *Responsibility :County*
- Formal class room training for all transactions. *Responsibility: Tyler/County*
- Release into Production

Deliverables: Verification and testing iasWorld configured

The County will review the iasWorld System Configuration and verify that the system configuration and setups being met with a signing off for each of the modules.

County Acceptance - iasWorld System Configuration

Phase 6: Data Conversion

iasWorld Database Conversion Specifications

Based upon the Fit Analysis review meetings with the County staff, Tyler will determine, and define the iasWorld Database Conversion Specifications. The iasWorld Database Conversion Specifications will be used as the basis for programming, testing, and processing tasks involved with converting the County's data files into the iasWorld database. The County will provide flat files and file layouts of the county's data to be converted to assist Tyler in developing the database conversion specifications.

The iasWorld Database Conversion Specifications will consist of the following:

- iasWorld database modules implicated.
- iasWorld database tables and columns (fields).
- Data conversion mapping from the County's systems to iasWorld.
- Transformation business rules necessary for the data conversion.

Deliverable: Updated iasWorld Database Conversion Specifications

Data Conversion Programming

The County will provide flat files and file layouts of the county's data to be converted. Using the information from the Data Conversion Specifications and the data files provided by the County Tyler technical staff will provide the necessary programming for the procedures and scripts to load and to convert the County's files into the iasWorld database.

Conversion Assistance in Testing and Loading of Data Files

Tyler technical staff, with County assistance, will test the conversion procedures, programs, and scripts for loading County information and data into the IAS database using the files provided by the County.

Quality control and data verification will be both County and Tyler responsibilities. County and Tyler staff will verify the quality of the conversion testing. Various reports and scripts, identified prior to the actual conversion, will be used for testing balancing and verification. There will be no limit to the number of test conversions run by the County. Final production conversion is dependent upon County acceptance.

Deliverable: County Review of Programming and Testing Converted iasWorld Database

Production Data Conversion Plan

Prior to loading the iasWorld database, a Production Data Conversion Plan will be developed to specify how the iasWorld database should be loaded along with the timeline. Only after the conversion plan has been agreed upon will the existing County's data files and elements be loaded into the iasWorld database.

It should be noted that the Production Data Conversion Plan may involve several phases, such that, County data may be converted at different times during the project's time frame. If the conversion plan does include different times, then the conversion steps and processes defined above for programming and testing along with the final production conversion will be performed by both Tyler and the County.

Deliverable: iasWorld Database Conversion Plan

iasWorld Data Conversion - Production

Following the agreed upon iasWorld Database Conversion Plan and the conclusion of testing and just prior for the County to go-live using iasWorld in a production environment:

- County will run its conversion procedures from its current data files to create the production conversion source files. for the production (final) conversion.
- Tyler technical staff, with County assistance, will run its scripts to load the conversion files, into the iasWorld Database.
- Quality control and data verification will be both County and Tyler responsibilities. County and Tyler staff will verify the quality of the conversion. Various reports and scripts, identified prior to the actual conversion, will be used for balancing and verification.

Any data that requires a manual effort, such as data entry, to correct and/or input data abnormalities will be the County responsibility. This would also include data that cannot be electronically file transferred to iasWorld.

The County will have the responsibility to perform any cleanup (data entry or table updates) after the iasWorld database conversion has been verified.

Deliverable: Production Converted iasWorld Database Completed and Review

Sign-Off on Database Conversion

The County will verify, through a series of tests that County's data has been converted appropriately. The County will be expected to provide acceptance by way of a sign-off that the iasWorld database has been converted correctly as detail in the conversion specifications.

Deliverable: County Acceptance –Production iasWorld Database Conversion

Phase 7: iasWorld Web Framework Implementation

Web Services Framework

The iasWorld System Framework is the common framework used by all of the iasWorld applications included in this Contract, encompassing:

- Users (who are known to the system)
- Roles (specifying functional access to groups of users)
- Security profiles (allowing to control access to data elements)
- Interface defaults
- Content for default portal environment styles and templates (logos, colors, fonts, language)
- Interoperability plans (external system connections, external data sources, external security policies)
- Property Records Management (PRM) used by internal users for searching, list management and pre-defined reporting. PRM is the enterprise level access environment that has the ability to search for records by a variety of methods including advanced searches. It includes the ability to tie records stored in the iasWorld database with other County applications including photos, documents, GIS, and oblique imagery (currently integrated with Pictometry).

The Company shall review additional features with the County. A typical listing of project steps for this phase, which will further be defined and scheduled once the project is underway, are:

- Customer reviews and completes an Setup Document.
- Customer returns Setup Document to Company.
- Customer provides the necessary data subset (i.e. CAMA, GIS, photos) to Company. The required method for GIS integration is for the County to expose a tax map web-service on the ArcGIS or Arc IMS server 9.2, and provide an ADF connector on the iasWorld presentation-tier server.
- Company loads the data and configures the Staging site according to specifications outlined by the Customer in the returned Setup Document. The Company will not share the County's data with others, or utilize it for any purpose other than that required for the execution of this contract.
- Customer reviews the Staging site and enters technical issues with the site via the Company's Customer Issue Tracker Database.

- Company applies fixes to the Staging site based on Customer feedback.
- Customer signs off on the Staging site.

Phase 8: System Acceptance iasWorld

System Test and Acceptance Plan

Tyler with County assistance will prepare a System Test and Acceptance Plan that will identify user acceptance criteria, testing timeline, and expected results. The system test plan will incorporate user acceptance testing procedures for iasWorld base functionality, enhancements, and reports to insure that the implementation will meet the County's business requirements prior to actually using iasWorld in the production environment.

Deliverable: iasWorld System Test and Acceptance Plan Document

iasWorld System Test and Verification

County staff, identified in the System Test and Acceptance Plan, will execute various system tests in accordance with the plan. County's acceptance of the delivered system will be given upon successful completion of integrated system testing as described within the System Test and Acceptance Plan. Preliminary acceptance can be given provided that acceptance can be flagged as conditional depending on the subsequent deliveries, updates, and testing.

Issues and associated problems will be identified and documented then forwarded to Tyler staff for investigation and resolution. Testing should continue for issues resolved by work-a-rounds so that other functionality is tested on a timely basis while such issues and problems are researched and resolved.

iasWorld System Test County Acceptance

The County will be required provide acceptance for the iasWorld system testing with a sign-off.

Deliverable: Approved iasWorld System Acceptance Testing

Phase 9: Training and Documentation

Delivery of Documentation

Prior to the Acceptance tests, the Tyler shall deliver to the County one hard-copy as well as one electronic copy of the iasWorld system documentation and training manuals in various formats for the operation and maintenance of the system. Such documentation shall include:

1. Applicable sections of the iasWorld User's Manual. This manual will include the appropriate modules purchased by County. The Tyler will also furnish one (1) copy of the iasWorld User's Manual in machine-readable format.
2. The County may photocopy or otherwise reproduce the Tyler's copyrighted documentation and training materials for training of other internal uses provided that Tyler's statement of copyright be included on each copy.

3. The Tyler will provide multiple secure logins and passwords to the iasWorld support site, which allows access rights to all documentation, FAQ's, Training Tutorials and links to online Training Seminars as applicable. The number of sign-ons will be mutually agreed to by the County and Tyler.

County Personnel Training

Tyler shall develop a training plan in conjunction with the County which establishes the staff to be trained and general topics to be covered over the course of a series of five (5) total weeks of training sessions through the phased installation and implementation period. For each session:

- A. The Tyler shall prepare and review with the County a pre-training report identifying any system level options that should be decided prior to the training session. The County shall select the appropriate options, and the training sessions will proceed with these options in place.
- B. Tyler shall provide on-site training for the specified days for staff designated by the County.
- C. Tyler has included three (3) weeks of on-site administrative, technical, & general application training.
- D. The Tyler has included two (2) weeks of on-site go-live support.
- E. For the purposes of training, one week is defined as 32 hours on-site Noon Monday through Noon Friday

Phase 10: Project Close-out and Transition to Support

Final System Acceptance

The County will sign off on the delivered system upon successful completion of integrated system testing. Preliminary modules (impacted by subsequent deliveries and updates) will be flagged as conditional sign-off, pending testing of the final deliverables.

Transition to Tyler Support

At the conclusion of Tyler iasWorld system implementation the County will be transition to Tyler iasWorld support services for on-going system support and maintenance.

Non Phase Items

Project Administration

Tyler shall develop and maintain a project work plan and schedule over the course of the project. This plan will detail Company, subcontractor and County responsibilities, tasks, planned, revised and actual execution dates. Tyler will submit status reports at least monthly.

Project Management

Tyler shall provide day to day management of the project activities including coordination of County and Tyler resource needs in scheduling meetings, review sessions, following up with Company staff, subcontractors and County on respective commitments.

Optional Activities:

Tyler shall be available to the County to address any additional activities as requested by the County.

1. The County shall notify Tyler in writing of any optional activities it wishes to include, and approximate timetable.
2. Tyler shall respond in writing to the County on cost and timing of requested optional activities.
3. The County will notify Tyler in writing confirming acceptance of cost and timetable.
4. Tyler shall perform optional activities as agreed.



Client Responsibilities

1.0 INTRODUCTION

The parties acknowledge that the implementation of the project is a cooperative process requiring mutual cooperation and effort. Success requires close teamwork and consolidation of the Client and Tyler. This exhibit sets forth the assumptions covering the interaction of the project participants and your responsibilities.

1.1 General Assumptions

1.1.1 While Business Process Reengineering (BPR) activities are a natural outcome of decisions made during the planning, analysis and preparation of the detailed functional specification phases of the project, the scope of effort does not include activities related to the modification of your current processes, practices, procedures or manual operations.

1.1.2 Should activities such as BPR efforts affect the mutually agreed upon schedule, the change Additional Services process as described in the Agreement will apply.

1.2 Project Infrastructure and Logistical Assumptions

1.2.1 Detail planning for each project phase will occur in accordance with the schedule outlined in Exhibit C. Prior to the completion of a previous phase you and the Tyler project team will review the detail tasks to be completed for the next phase and mutually agree to the objectives and timetable for that phase. The detail plan for the upcoming phase will be a component of the final deliverable for each preceding phase.

1.2.2 Within the context of the mutually agreed to Project Plan, you will make available the appropriate members of the user community to participate in system walk throughs, design review meetings, review and sign off upon acceptance, on the Detailed Functional Specifications and participation in interim and final acceptance testing.

1.2.3 You will provide the technical support services as delineated in Exhibit D.

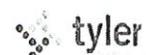
1.3 Training Assumptions

1.3.1 Client personnel will attend applicable training as part of a mutually agreed to training plan. Tyler will recommend appropriate training for the project team.

1.3.2 Onsite training for your staff will be scheduled to occur after installation of software.

1.4 Project Environment Requirements

1.4.1 The Client will provide a suitable project environment for the project team. This environment will include, but is not limited to: work space, computer hardware, computer access, access to the Client network, dial out phone access to Tyler facilities, use of Client owned software tools and reasonable access to facilities. Tyler will not be



charged for any project-related expenses incurred on site at your locations except long distance phone charges initiated by Tyler personnel.

- 1.4.2 Client systems personnel will be available to work with us for adjustments to operating systems configurations and specifications during the installation and upgrade of application and data base software.
- 1.4.3 You will assign adequate DBA resources and will assist us for normal data administration functions and activities.
- 1.4.4 Your technical staff will be available up to a full-time basis during the Detailed System Walkthrough, Operations Analysis, Solution Design and Build stages to provide data and data format information to our project team.
- 1.4.5 You will provide us with a mechanism to access your data on an as-needed basis and you will ensure that all data is reconciled and free of error.
- 1.4.6 You will be responsible for interim and final acceptance testing of applications and in introduction of those applications to your production environment.
- 1.4.7 You will make such facilities and properties as are reasonably necessary for the performance of work available and accessible for use by Tyler staff during normal working hours as may reasonably be required by us for the performance of this Agreement. This would include access to the infrastructure of the Tyler Software applications including the web server, application server and database server. Further, you will provide us with the means to electronically connect to your network and to the Tyler Software server(s) to enable software transfers, electronic correspondence, and remote troubleshooting. The preferred method of connection is through the internet.

1.5 Management Responsibilities

You will assign a user executive sponsor/project manager who will be available to review issues and make timely decisions. The executive sponsor/project manager will be able to act on behalf of the Client on all issues and will be responsible for the project from the Client's perspective. You may also assign an IT executive sponsor who will coordinate the activities of this project with other Client IT initiatives.

1.6 Operating Requirements

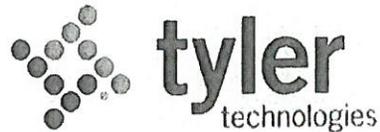
- 1.6.1 You will make available at no cost to Tyler, appropriate resources, such as operational knowledge of current system and data elements, excluding any confidential information, needed to transfer the current application and system knowledge to the Tyler Project Team.
- 1.6.2 Both parties will determine if other Client resources having critical business knowledge need to be available to support the project.
- 1.6.3 You are responsible for installing and maintaining the hardware and network resources at an acceptable level of performance and readiness so as to minimize disruption to the project environment.

1.7 Technical Assumptions

- 1.7.1 Performance goals for the applications are heavily dependent on the technical architecture and hardware. You are responsible for specific tasks relating to network

design, hardware capacity planning, network performance testing, etc. Tyler will not warrant the performance of servers, network or other elements not supplied by us under this Agreement.

- 1.7.2 Your technical staff non-team members will be assigned as needed to act as liaison to Tyler when and where needed.
- 1.7.3 You will provide adequate functional and technical team members to support the implementation efforts. Both parties will determine the actual staffing.
- 1.7.4 Intended users of this application will have basic knowledge of PC computer usage, including Microsoft Windows and other general knowledge required to perform their job duties within their department.
- 1.7.5 You will assign sufficient resources to the project to ensure timely completion of your project responsibilities.



Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date of the Agreement and remains in effect for one (1) year. Tyler has agreed to also waive maintenance and support fees for the initial first year of maintenance. The initial term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Maintenance and support fees for the initial first year of maintenance term are waived. Maintenance and support fees thereafter shall be at Tyler's then-current maintenance and support fees. Ninety (90) days prior to the maintenance renewal term the Client may contact Tyler to request a quote for the upcoming year's maintenance rates. Maintenance and support fees are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards in the United States, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services; and
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a current maintenance and support agreement in effect.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonable applicable security protocols. If we can't resolve a support issue remotely, we may be

required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a modem or VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates.
6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit E at Schedule 1.



Support Call Process

Scope of Services

The following outlines the standard support provided by Tyler Technologies, Inc. (Tyler) for the following software systems installed on your hardware, for the time period specified in the Agreement.

The software systems listed in Exhibit A – Investment Summary shall be known as the “base system.” Any additional support, modifications, or services needed on the system as it is installed at the Client site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates.

Modifications to the Tyler Software code and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the base system and, as such, the terms of this Agreement apply.

1. Terms and Definitions

The following is a list of common terms used in this Support Agreement:

1.1 Base System

Tyler Software, as listed in Exhibit A – Investment Summary above, running on your hardware.

1.2 System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the iasWorld User Guide (also referred to as “issues” or “bugs”). Note: Slow response time or system failure due to the Client’s network or lack of System or DB administration is not covered.

1.3 Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are sent to the Client on a system readable media (e.g., tape, CD-ROM, or FTP site), also referred to as “upgrades” or “patches.”

1.4 Maintenance or Maintain

Providing support and updates for the base system only. This does not include performing updates at the Client site.

1.5 VPN

The use of any secure connection on the Client system from any Tyler office.

1.6 Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the License and Services Agreement.

1.7 Business Day(s)

The days and hours the Company operates, defined as Monday through Friday (excluding

holidays) between the hours of 8:00 AM and 5:00 PM.

2. Hot Line Support

During the coverage period, the Company will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined in item 2.3 below, subject to item 9 of this Agreement. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

800-800-2581 extension 1

2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M., ET, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 10 of this Scope of Service.

2.3. Hot Line Support Considerations

The Company shall respond to the Client's request for telephone assistance within four (4) working hours from the initial call.

- The Company shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

<i>Priority</i>	<i>Definition</i>	<i>Response</i>	<i>Resolution SLA</i>
Critical	Software is inoperable for a significant number of Client users or issue affects an essential business function with no workaround, regardless of the number of users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	A critical priority issue with an existing circumvention or issue affects a large group of Client users, regardless of the business function.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium	A high priority issue with an existing workaround or an issue that affects a small group of users of a non-essential essential business function.	Client is contact within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
Non-Critical	Issue affects 1 Client user and is non-essential business function.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

- If the cause of the problem is related to an item in Section 12 of this Agreement or not an actual bug within the base system, the Company will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

3. Online Support

During the coverage period, the Company will provide access to the Tyler Client Portal on the Internet in order for the Client to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

4. Modification and Change Procedure

Additional changes to the base system (not directed by local laws) can be requested. These changes shall be submitted in writing to the Company and cost estimates will be provided. Once the Client agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

5. Updates

Base system updates will be provided to the Client by the Company during the coverage period.

5.1. iasWorld Updates

It is the responsibility of the Client to schedule the update(s) and inform the Company of any assistance needed. The Company will distribute an estimated schedule of when releases and patches will be available. The Company will provide assistance in performing such updates, via dial-up connection, during the Company's normal business hours. Onsite assistance may be obtained at time and materials rates. It is important that any updates be done in a timely manner as the update could contain fixes for one or more system errors. The Company reserves the right to back-port certain bug fixes to the Client's current version of iasWorld or require that the Client upgrade to a newer release to obtain the required fix.

5.2. iasWorld Data Tables

The Client is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, through update from some iasWorld batch process, or through an SQL update. Updates may be performed to the iasWorld data for various reasons by the Company as requested by the Client subject to time and materials rates.

5.3. Operating System (OS) Updates

The Client is responsible for obtaining update(s), notifying the Company of the update(s), and installing update(s). IT outsourcing or the system vendor might be needed for these updates. It is the Client's responsibility to contact and leverage these resources as needed. The Company strongly recommends that the Client perform a system export/backup before updating the OS.

5.4. Oracle Updates

The Client is responsible for scheduling updates to the Oracle software in order that the Client is on a version supported by Oracle. The Company will provide assistance in performing such updates via dial-up connection during the Company's normal business hours. On-site assistance may be obtained at time and materials rates.

6. Legislative Changes

The Company will provide up to 80 base system programming hours per state per calendar year of the Agreement in order to comply with legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

7. Data Ownership

The Client owns the data stored and processed on the base system. During normal support, the Company will be exposed to this data and will take all measures to ensure the confidentiality of the data.

8. Backups and Recovery

It is the responsibility of the Client to perform system (OS) and/or database (Oracle) backups.

- The Company does not take responsibility for any backup process or emergency plans in which the Client engages.
- The Company strongly suggests that the Client have a backup and recovery plan for the system and data. The Company also recommends a safe storage for the Client data (i.e., offsite storage of data tapes).

9. Dependent Software Licenses

The Client is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products including, but not limited to, hardware operating system, Oracle licenses, Adobe, ESRI, EDMS, etc.

10. Server Operations

The Client is responsible for on-site operational support of the iasWorld application server(s). Tasks will include performing system backups, system restarts, and providing on-site troubleshooting assistance to the Company staff.

11. Remote Access

The Client will provide the Company with the means to electronically connect to the Client and to the iasWorld server, to enable software transfers, electronic correspondence, and remote troubleshooting. The preferred remote connection is via the Internet.

12. Out of Scope Items

The following are examples of items that are **not** included in an ongoing Support Agreement. The Company will provide such services as requested by the Client. Time and Materials rates will apply for such services. They are:

- 12.1. Resolution of problems that arise out of the Client's misuse of the system.
- 12.2. Creating ad hoc reports or new iasWorld reports.
- 12.3. Recovery of software, operating system, or data due to system or hardware failure.
- 12.4. Modification of the iasWorld code, incremental to modifications covered under this Agreement.
- 12.5. Modification of iasWorld reports, incremental to modifications covered under this Agreement.
- 12.6. Updates to iasWorld cost tables, tax rate tables, etc.
- 12.7. Onsite training, incremental to training covered under this Agreement.
- 12.8. Oracle DBA and network administration activities. Such support may be provided in an additional service level agreement.

- 12.9. Process and procedures that could otherwise be performed by a non-technical iasWorld user during the Client's business cycle.
- 12.10. Performing the iasWorld upgrade on-site.
- 12.11. Errors and problems that arise out of the Client's modification of the base system code.
- 12.12. Errors and problems related to other 3rd party vendors' software not specifically covered by this agreement. Such support would need to be provided under a separate agreement.

13. Additional Support

No other additional support outside this Scope of Services is given unless stated in the License and Services Agreement. Additional support or services (such as those listed in Section 12) can be requested and will be billed at the Company's then prevailing time and materials rates.

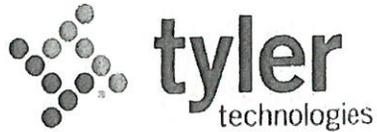
2016 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2016 are as follows:

Technology	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$275.00	\$340.00
Project Manager	\$190.00	\$245.00
Database Administrator (DBA)	\$185.00	\$225.00
Technology Staff	\$180.00	\$215.00
Appraisal		
Project Manager	\$160.00	\$200.00
Appraiser - Senior	\$160.00	\$200.00
Appraiser - Commercial	\$125.00	\$150.00
Appraiser - Residential	\$105.00	\$130.00
Data Collector - Commercial	\$70.00	\$90.00
Data Collector - Residential	\$55.00	\$70.00
Data Entry/Clerical	\$40.00	\$50.00

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.



Third Party End User License Agreement

The following Third Party End User License Agreement details the Third Party software to be delivered by Tyler Technologies, Inc. to the Client under your License and Services Agreement. This Third Party End User License Agreement is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

ORACLE® Application Products

The following "Application Specific Full Use" Oracle® products are included in with the base Tyler Software.

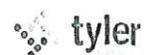
ORACLE® Products:

The following "Application Specific Full Use" Oracle® licenses are included as part of this Agreement, if acquired by the Client through the Tyler, and will be used exclusively with the iasWorld software:

- Production Database Server: The Oracle® license for the production server is for a *Two (2) Processor Standard Edition One* license, and allows an unlimited number of users access to the iasWorld database on the production server.
- Reports Server: The license for the reports server is a *One (1) Processor Business Intelligence Standard Edition* license needed to access to the iasWorld database on the reports server.
- Test Database Server: The Oracle® license for the test server is for a *Ten (10) Named User Standard Edition One* license, and allows ten named users access to the Test iasWorld database server.
- Public Access Database Server: The Oracle® license for the production server is for a *Two (2) Processor Standard Edition One* license, and allows an unlimited number of users access to the iasWorld Public Access database.

The following terms and conditions shall be adhered to as part of this Sublicense Agreement:

- a. At any time during this Agreement, the Client must notify Tyler in advance, with any changes they wish to make to the server running the Tyler Software or the maximum number of Oracle® users. Changes may result in additional fees not included in this Agreement.
- b. The Client shall have the right to duplicate the Application Specific Full Use License Program for backup or archival purposes and to transfer the Runtime Program to a backup computer in the event of computer malfunction. The Client shall not make the Runtime Programs available on any time-sharing or other rental arrangements. The Client shall not transfer its rights under the Sublicense Agreement without the permission of Tyler.
- c. The Client shall not use the Application Specific Full Use License Program for any purpose outside the scope of this Agreement. The Client shall not cause or permit the revenue engineering, disassembly or decompilation of the Application Specific Full Use Programs.



- d. Title shall not pass to the Client.
- e. Oracle® Corporation shall not be liable for any damages, whether direct, indirect, incidental or consequential arising from the Application Specific Full Use of the programs.
- f. At the termination of the Sublicense Agreement, the Client shall discontinue use and shall destroy or return to the Tyler, the Application Specific Full Use Program, Documentation and all archival or other copies of the Program.
- g. The Client shall not publish any results of benchmark tests run on the Application Specific Full Use Program.
- h. The Client shall not transfer the Application Specific Full Use Program outside the territory for which Tyler has Sublicensing rights under this Agreement.
- i. The Client shall agree to comply fully with all relevant regulations of the United States Department of Commerce and with the U.S. Export Administration to assure that the Application Specific Full Use Programs are not reported in violation of the code and regulations.
- j. The Application Specific Full Use Programs are not specifically developed, manufactured or licensed for use in the planning, construction, maintenance, operation or use of any nuclear facility or for the flight, navigation, or communication of aircraft or ground support equipment.
- k. Oracle® Corporation shall be a third party beneficiary of the Sublicense Agreement.

Warranties, Disclaimers and Exclusive Remedies

Oracle® warrants that programs will substantially operate as described in the applicable program documentation for one year after Oracle® delivers them to you. Oracle® also warrants that technical support and services ordered will be provided in a manner consistent with industry standards, and this warranty is valid for a period of 90 days from performance of the service.

ORACLE® DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE® WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

IF ORACLE® CANNOT SUBSTANTIALLY CORRECT A BREACH OF ORACLE'S® WARRANTIES IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE OR TECHNICAL SUPPORT OR OTHER SERVICES AND RECOVER THE LICENSE FEES, TECHNICAL SUPPORT FEES OR OTHER SERVICES FEES PAID TO ORACLE® UNDER THIS AGREEMENT FOR THE RELEVANT PROGRAM LICENSE, TECHNICAL SUPPORT SERVICE OR OTHER SERVICE. THIS IS YOUR EXCLUSIVE REMEDY.

**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: County Manager Aaron Church
DATE: May 8, 2017
SUBJECT: Temporary Use Agreement for Carolina Beverage/Cheerwine

Carolina Beverage/Cheerwine (Company) has planned an event for May 20, 2017 to celebrate its' Centennial Birthday.

As part of the celebration, the Company would like to use county-owned property for various activities as shown in the attached site map.

Grant permission to Cheerwine to use the West End Plaza parking lot for satellite bus parking as requested and to use county-owned property as shown in the site map beginning at 6:00 p.m. on Friday, May 19, 2017 through midnight on Saturday, May 20, 2017.

ATTACHMENTS:

Description	Upload Date	Type
Temporary Use Agreement	5/9/2017	Cover Memo
Site Map	5/8/2017	Cover Memo
Satellite Bus Parking Request	5/8/2017	Cover Memo

ROWAN COMPANY

NORTH CAROLINA

TEMPORARY USE AGREEMENT

This Agreement is made the 8th day of May, 2017 by and between Rowan Company, a body politic ("Owner") and Carolina Beverage/Cheerwine, a North Carolina corporation ("Company").

WITNESSETH:

WHEREAS, Owner owns those certain parcels of land together with improvements thereon located in Salisbury, Rowan County, North Carolina and more particularly described and shown on the attached aerial map; and

WHEREAS, Company, desires to conduct certain activities on said property for a period of time from 6:00 p.m. on Friday, May 19, 2017 through midnight on Saturday May 20, 2017, including, but not limited to certain celebration activities with food vendors, lawn games, and music production with appropriate staging and equipment; satellite bus parking at West End Plaza for public bus transportation to downtown event; and

WHEREAS, Owner desires to consent to such temporary use by Company upon the terms and conditions evidenced in this written instrument.

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

1. Owner consents to Company's proposed use of the property for all appropriate celebration activities.
2. Owner makes no representation or warranty as to the condition of the property or access to water or electrical services; provided, however, Owner shall provide access to Company and Company shall conduct certain inspections of the property prior to conducting the activities.
3. Owner agrees to use reasonable efforts to clear vehicles from the listed Use Areas under its control prior to Company's need for such Use Areas; provided however, Company understands that Owner has no control over public streets within the City of Salisbury.
4. Company agrees to enter the property at its own risk.
5. Owner understands the extent of the use by Company contemplated herein, and Company agrees to repair and/or replace any damage to the property or structures to be used pursuant to this Agreement.
6. Company shall provide Owner with appropriate and acceptable proof of insurance covering the activities contemplated herein.

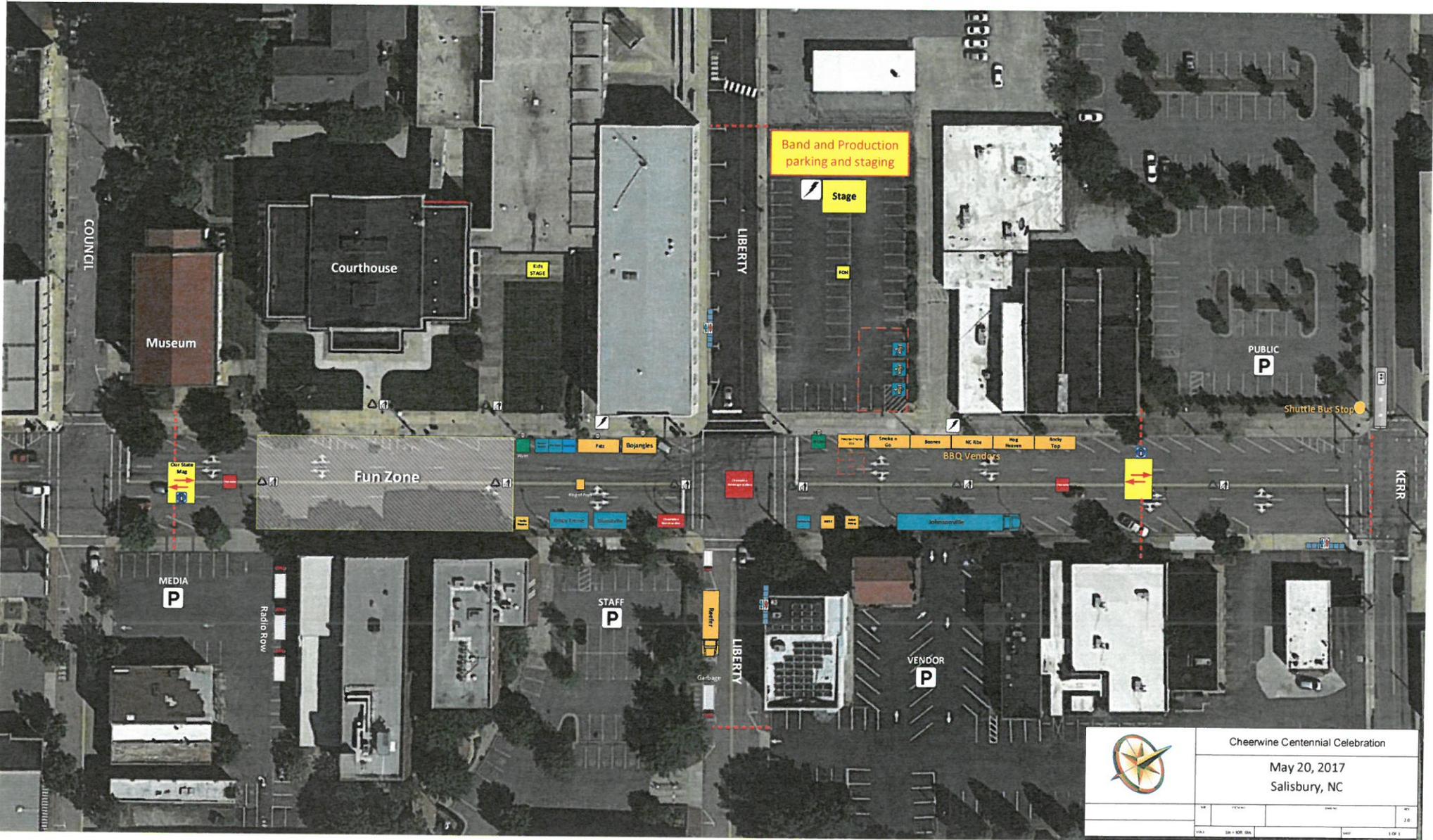
Rowan County, a body politic
BY:

Its Chairman: _____

Carolina Beverage/Cheerwine, a North
Carolina corporation

BY: *P.P. Joy Ritchie Hepper*
Cliff Ritchie

Its President: _____



				Cheerwine Centennial Celebration			
				May 20, 2017 Salisbury, NC			
DATE	TIME	DRAWN BY	SCALE	DATE	TIME	DRAWN BY	SCALE
2014	1:30 - 3:00 PM	DLB	1" = 100' DIA.	2014	1:30 - 3:00 PM	DLB	1" = 100' DIA.

Barger, Carolyn M

From: Laura McGuire <lmcguire@cheerwine.com>
Sent: Monday, May 08, 2017 1:31 PM
To: Barger, Carolyn M
Subject: FW: Cheerwine Centennial - Satellite Bus Parking
Attachments: working site plan 5.1.17.pdf

Carolyn, I meant to also CC you on this email, as well.

Thanks,
Laura

From: Laura McGuire [mailto:lmcguire@cheerwine.com]
Sent: Monday, May 08, 2017 1:30 PM
To: 'Aaron.Church@rowancountync.gov' <Aaron.Church@rowancountync.gov>
Cc: 'rlhar@salisburync.gov' <rlhar@salisburync.gov>
Subject: Cheerwine Centennial - Satellite Bus Parking

Hi Aaron,

We met with Salisbury city and safety officials last Thursday to discuss final details for the Cheerwine event coming up soon on Saturday, May 20th.

Are we officially allowed to use and promote the Old Salisbury Mall as the satellite parking spot for public bus transportation to the downtown event?

We were also considering the RCC parking lot (next to our headquarters) as it is just off the interstate on Jake Alexander. It could be a second location whereas the bus picks up at two locations throughout the day.

The updated event site map is attached. You will see the Shuttle Bus Stop drop off and pick up for the event at the intersection of Main and Kerr (to the right of the map page).

I have CCed Rodney Harrison, the contact with the transportation department, and he was in attendance at our meeting where we discussed.

Thank you,
Laura McGuire

MARKETING & SALES
704-212-6146 (office)

Carolina Beverage Corporation ~ *Cheerwine*

1413 Jake Alexander Blvd. S. | Salisbury, NC 28146



"Born in the South. Raised in a Glass."

**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: County Manager Aaron Church
DATE: May 8, 2017
SUBJECT: Rezoning Application For One-Acre Parcel on Julian Road

The Board is asked to approve the application for the rezoning of a one-acre parcel (Tax Parcel 402-048) located at 1435 Julian Road. The County is currently performing its due diligence on the property for a recycling center and solid waste site.

ATTACHMENTS:

Description	Upload Date	Type
Rezoning Application	5/8/2017	Cover Memo



Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # Z
Date Filed _____
Received By _____
Amount Paid _____

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Rowan County
Signature: _____
Phone: 704-216-8181 Email: aaron.church@rowancountync.gov
Address: 130 W. Innes Street
Salisbury, NC 28144

APPLICANT / AGENT INFORMATION (Complete affidavit on back if other than owner):

Name: Rowan County Board of Commissioners
Signature: _____
Phone: 704-216-8181 Email: greg.edds@rowancountync.gov
Address: 130 W. Innes Street
Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel(s): 402-048 Size (sq.ft. or acres): 1.0 acre
Property Location: 1435 Julian Road
Current Land Use: Residential
Date Acquired: May 2017 Deed Reference: Book _____ Page _____

Surrounding Land Use: North Multi-Family and Rowan County Fairgrounds (Salisbury ETJ)
South Governmental
East Vacant
West Vacant

Existing Zoning Rural Residential (RR) Requested Zoning Commercial, Business, Industrial (CBI)

AFFADAVIT OF OWNER

To be completed if a second party will represent case

I (We), _____, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

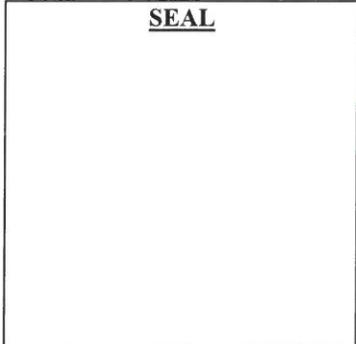
Address: _____

Phone Number: _____

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. My commission expires _____, 20 ____.



OFFICIAL USE ONLY

- 1. Signature of Rezoning Coordinator: _____
- 2. Planning Board Courtesy Hearing: ____ / ____ / ____
- 3. Notifications Mailed: ____ / ____ / ____
- 4. Property Posted: ____ / ____ / ____
- 5. Planning Board Action: Approved ____ Denied ____
- 6. Board of Commissioners Public Hearing: ____ / ____ / ____
- 7. Notifications Mailed: ____ / ____ / ____
- 8. Property Posted: ____ / ____ / ____
- 9. Dates Advertised: 1st ____ / ____ / ____ 2nd ____ / ____ / ____
- 10. BOC Action: Approved ____ Denied ____
- 11. Date Applicant Notified: ____ / ____ / ____

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Donna F. Fayko, Director, Department of Social Services
DATE: May 9, 2017
SUBJECT: Accept Grant Funds From The Woodson Foundation

ATTACHMENTS:

Description	Upload Date	Type
One Church One Child - Woodson Grant	5/9/2017	Cover Memo

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Applicant View

Applicant Summary

Organization Status Search	
<p>Please search for your organization's legal name and current status by following these steps: Click on the data entry field that says "Select", and begin typing the organization name in the box that appears. As you type, the list of organizations will narrow, and you can select your organization from the list. Search tip: If your organization's name includes an "and" or "&";, try interchanging these if you are having difficulty finding your organization. If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor. If your organization does not appear, please select Organization Not Found from the top of the dropdownlist. A status of Due Diligence Required will appear. Note: If you have received a grant from the Foundation in the past but do not find your name, due diligencerenewal may be required. The Foundation will begin required due diligence processes once an application is fully submitted.</p>	
*Organization legal name / Status:	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146]Due Diligence Approval Completed
Organization Information	
<p>Please re-enter the organization's legal name below, and enter the current mailing and contact information.</p>	
*Organization legal name:	Rowan County Department of Social Services
Organization AKA or DBA name:	Rowan One Church One Child Program (ROCO)
*Mailing address:	1813 E. Innes Street
Mailing address line 2	
*Mailing city:	Salisbury
*Mailing state:	North Carolina
*Mailing county:	Rowan County
*Mailing zip:	28146
*Organization phone:	704-216-7914
Organization web address:	www.rowancountync.gov/roco
Application Contact Information	
*Salutation:	Rev.
*Contact first name:	Jon
*Contact last name:	Hunter
*Contact title:	Rowan One Church One Child Program Coordinator
*Contact telephone number:	704-216-7914
*Contact email address:	jon.hunter@rowancountync.gov
*Is the contact person listed above also the executive director of the organization?	No
*Salutation:	Mrs.
*Executive director first name:	Donna
*Executive director last name:	Fayko
Supplemental Information	
*EIN:	56-6000336

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

*Annual operating budget:	\$59,000
Project Request Information	
*Project title: (8 word max.)	Critical Assistance Services for Abuse/Neglected Children
*Total project budget:	\$59,000
*Grant request amount:	\$19,000

Organization Overview

Organization Overview	
*Organization mission:	ROCOC's (Rowan One Church One Child) Mission is to partner with RCDSS to: meet the physical and life essential needs of Rowan County children and teenagers who are victims of sexual, physical, and emotional abuse, neglect, or dependency; ensure healthy, safe, and protective outcomes for them; keep birth families intact; and/or assist relative caregivers and foster parents who provide care to the children; in order to help provide stable home environments to ensure the well being of the target population.
*Organization core services: (100 word max.)	ROCOC provides children and teenagers with new: beds; chest of drawers; car seats; high chairs; strollers; smoke and carbon monoxide detectors; personal hygiene items; underwear; socks; diapers; baby wipes; and school supplies. ROCOC also purchases used appliances and furniture for families. Children and teens can visit the ROCOC Assistance Center to receive gently used: clothes; shoes; school uniforms; household items; cookware; flatware; small appliances; dishes; books; toys; baby items; blankets; comforters; sheets; and towels. THERE IS NO COST TO THE RECIPIENTS.
*Have you received a grant from this particular grant program in the last 3 years?	Yes
*Please list year:	2016
*Please list grant amount:	\$9,750
*Please list project name:	Critical Support Services for Abused/Neglected Children
*Add another grant?	Yes
*Please list year:	2015
*Please list grant amount:	\$6,000
*Please list project name:	Life Assistance Services for Abused/Neglected Children
*Add another grant?	No

Project and Results Description

*Please choose one investment area that your project will address:	Human Service
---	---------------

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

*Please choose a human services result area:	People overcome life obstacles (e.g. substance abuse criminal history psychological trauma) and become productive members of society
*Provide a brief project summary: (50 word max.)	Provide age appropriate bed frames and mattresses for abused and neglected children and teenagers. Alleviate the need for children and teenagers to sleep on the floor, with a parent or caregiver. Prevent unsafe and dangerous sleeping arrangements, which could result in the injury or death of a child.

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

***Describe your proposal in detail, including proposed timeline and specifically how you would use the funds: (500 word max.)**

ROCOC is a partnership between RCDSS and 72 Rowan County churches, citizens, and community partners that assist children and teenagers from birth through age 21. The children are victims of physical, sexual, emotional abuse, neglect, or dependency that have been brought to the attention of RCDSS. Clients are receiving Child Protective, In-Home or Foster Care Services.

ROCOC unites RCDSS, the faith community, foundations, citizens, businesses and community partners seeking to improve the lives of children and teenagers, who are experiencing trauma due to being victims of neglect or abuse. These entities donate financial gifts and provide grant funds to the RCDSS ROCOC Assistance Fund. Donated funds are managed by DSS and Rowan County Government Finance offices. 100% of funds are used for client assistance. Families may receive no more than \$300 in assistance. Social Workers must request assistance for a family through a case history referral form. Requests are screened, approved or denied by the ROCOC Program Coordinator and the Supervisor. The social worker or the family sign a receipt indicating receipt of the purchased items.

ROCOC has an Assistance Center at Main Street United Methodist Church in Salisbury, North Carolina. Clients upon receiving a referral from their social worker, can come and receive life essential items. The Center is staffed by volunteers except for the ROCOC Program Coordinator who is a paid by RCDSS.

From January 2007 to December 31, 2016, assistance has been given to children, teenagers and families, 11,498 times. Purchases of life essential items rose from 365 in 2015 to 472 in 2016. This represents a 23% increase from the previous year.

The most significant need continues to be beds for children and teenagers. In 2015, 59% of expenditures were spent on bed purchases. In 2016, 58.14% of total expenditures were spent on bed purchases. Bed purchase cost increased by 34% from 2015 to 2016, from \$15,073.22 to \$23,130.78. The number of beds purchased during this time period rose from 171 to 248. In 2017, bed purchase costs are anticipated to be \$31,250.00.

The project is led by Rev. Jon Hunter, the ROCOC Program Coordinator. Rev. Hunter has 17 years of service with RCDSS and has served as a pastor for 34 years. Rev. Hunter has a proven track record: recruiting new member congregations; maintaining the participation of member congregations; and increasing financial and material good donations from member congregations, community partners and local foundations.

The Program has won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services.

In October, 2016, The Rowan County Board of Commissioners

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

	<p>recognized Rev. Hunter for leading the Program to high achievement levels.</p> <p>During the grant year, funds will be used to purchase new cribs, pack-n-plays, toddler beds, twin beds or bunk beds and mattresses. The beds will be provided to birth parents and relative caregivers, at no cost, seeking to prevent unsafe and dangerous sleeping arrangements that could result in the injury or death of a child.</p>
*How many individuals will you serve?	2022
*What is the geographic service area being served, such as neighborhood, county-wide, etc.? (50 word max)	Rowan County, North Carolina. - County-wide
*What results are you committed to achieving? How will you measure your success? (200 word max.)	Assist RCDSS social workers in establishing a safe stable home environment for children and teenagers. Provide the tools necessary to maintain the child or teenager in the birth home or in a relative's home, decreasing the need to place the child or teenager in a foster home or group home setting. Stop children from sleeping on the floor or with adults to prevent injury to the child or the death of the child by providing appropriate beds for children and teens. RCDSS data dashboards track; the progress of child and family abuse and neglect cases, the children entering foster care, and outcomes of every child, teenager and family receiving services. ROCOC tracks the types of purchases and the children and teenagers receiving services.
*Does another organization(s) in your service area conduct a program or project similar to the one for which you are applying? In responding, please address any efforts by your organization to limit duplication and/or overlaps in service? (300 word max.)	There are other programs in Rowan County that assist children and teenagers who are victims of abuse, neglect, or dependency with beds and other life essential items.

Financials and Project Budget

Financials	
*Please attach your organization's annual budget for the current fiscal year, including income and expenses.	2017 ROCOC Budget - Anticipated Income and Expenses.pdf
*Please attach your organization's annual budget for the previous year, including income and expenses.	2016 Actual Revenue and Expenses.pdf
*Net assets of organization (as reported on 990):	\$29,993

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

*Does your organization conduct an audit?	Yes
*What is the most recent audit date?	6/30/2016
Project Budget	
Please open and read the Project Budget Instructions before completing the budget template. Once you have read the instructions, download the budget template. Complete the template and save it as a PDF file on your computer. Once saved, click the browse button and attach the PDF file to your application. To learn more about converting a file to PDF, click on the Creating PDFs tab on the top of your dashboard page.	
*Upload complete project budget	ROCOC 2017 Project Budget.pdf

Submittal Page

Demonstration of Eligibility	
*Organization legal name / Status:	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146]Due Diligence Approval Completed
*Attach a copy of your organization's current Board of Directors list:	Board Members.pdf
Additional Attachments	
*Do you need licensing, zoning or other regulatory approval to conduct the project?	No
*Is your organization working in partnership with one or more organizations?	No
If necessary, please add clarifying information regarding the attachments.	
Certification	
*Do you certify that the executive director and board of directors have approved submittal of this grant request, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be adhered to?	Yes
*Signature of representative requesting grant:	Jon Hunter 1/18/2017 3:43:30 PM

Award Agreement

Please note the first two statements populate directly from your application and cannot be edited.	
*Project title: (8 word max.)	Critical Assistance Services for Abuse/Neglected Children

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

*Provide a brief project summary: (50 word max.)	Provide age appropriate bed frames and mattresses for abused and neglected children and teenagers. Alleviate the need for children and teenagers to sleep on the floor, with a parent or caregiver. Prevent unsafe and dangerous sleeping arrangements, which could result in the injury or death of a child.
*Award Amount:	\$8,000
The following terms and conditions apply to this grant award.	
Grant Terms	
<p>Grant funds are to be used only as stated in the terms and conditions below:</p> <ul style="list-style-type: none"> • This grant is being made for the specific project and / or components of the project outlined in the grant proposal. If any changes to the project are needed, contact Foundation staff to discuss amendments, reallocations, and to obtain approval to proceed prior to implementing any changes or expending any funds. If awarded general operating support, the funds must be used for the operations of the Grantee organization. • Payment will be scheduled upon your acceptance of the grant including agreement to all terms and / or conditions. Submittal of this award section signifies your acceptance. The deadline for this section is four weeks after the email notification of award. If this section is not completed within the time allowed, the grant will be forfeited. • Grants are one year in duration. To the extent it is required and indicated in Conditions below, the Grantee agrees to submit the online evaluation report describing the project and an explanation of how the funds were spent. Failure to submit a complete evaluation report by the stated deadline may make the organization ineligible to receive a grant from the same program in future years. Based on annual reporting calendars with clients and volunteers, the evaluation report is due 9 months after the grant award date, unless otherwise stated. All grant recipients have one year to complete the grant and if funds are not expended when the report is submitted at 9 months, an additional report may be required. Failure to submit follow up evaluation report(s) by the stated deadline(s) may make the organization ineligible to receive a grant from the same program in future years. • If the Grantee does not complete the funded project within one year, the Grantee must submit a written request for an extension. The Foundation will notify the Grantee of the decision regarding the extension. • The Foundation reserves the right to conduct an independent evaluation of your project and a verification of grant expenditures. The Grantee agrees to provide the information necessary to complete such an evaluation. Failure to submit requested information in a timely fashion may obligate the Grantee to refund the grant. The Foundation is not responsible for any actions of the Grantee, and furthermore, the Grantee agrees to indemnify, defend and hold harmless the Foundation, its agents and employees, and the Trustees/Board from any liability, loss, cost, injury, damage or other expense that may be incurred by the Grantee or claimed by any third person against it as a result of funding of the project or any action or non-action taken in connection with the project, only in the manner and to the extent provided by North Carolina law. 	
Grant Conditions	
*Post Grant Evaluation Final Report is required:	Yes
*Additional award contingencies:	none
If you are required to submit additional information to meet contingencies listed above, please include attachments here. Files must be uploaded in PDF format on 8.5" x 11" paper with a portrait orientation.	
Additional attachments can be included here.	

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Additional attachments can be included here.	
Additional attachments can be included here.	
Your acceptance of the grant includes agreement to all terms and/or conditions. Please sign below indicating acceptance by the due date of this section. If this award is not accepted by this section's due date, the grant will be forfeited.	
*Do you certify that the executive director accepts this grant and all terms and conditions as stated above?	
Should you need additional information, please contact Alexis Owens, Board and Grant Specialist ataowens@fftc.org or 704.973.4568.	

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Project Budget Template

Rowan County DSS - Rowan One Church One Child Program

Section One: Project Income

Funding Sources	Amount	Funds Requested or Committed
The Margaret C. Woodson Foundation	\$ 19,000.00	Requested
Robertson Foundation	\$ 19,000.00	Requested
Salisbury Foundation - Will Request	\$ 5,000.00	Requested
Donations from Churches - Anticipated	\$ 12,000.00	Requested
Donatons from Individuals - Anticipated	\$ 3,000.00	Requested
First UCC Foundation - Will Request	\$ 1,000.00	Requested
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total Income	\$ 59,000.00	

Section Two: Project Expenses

Expense Item	Amount	Amount from This Grant Program
Beds and mattresses - (twin, full, bunk, toddler, crib, pack-n-play)	\$ 31,250.00	\$ 19,000.00
Utilities and Rent	\$ 4,000.00	\$ -
Appliances and Furniture	\$ 7,000.00	\$ -
Car and booster seats	\$ 2,600.00	\$ -
Other - socks, underwear, diapers, wipes, school supplies, pestidices, personal	\$ 14,150.00	\$ -
hygiene products, sheets, towels, bed pillows, blankets, smoke and carbon	\$ -	\$ -
monoxide detectors, Birthday Gift	\$ -	\$ -
Cards for teens ages 16-18 in the Independent Living Training Program,	\$ -	\$ -
high chairs, baby gates, formula, strollers, small appliances, fans, room heaters,	\$ -	\$ -
exit door alarms, and baby bottles.	\$ -	\$ -
Total Expenses	\$ 59,000.00	\$ 19,000.00

Note: The total income (B17) should match the total expenses (B33).

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Project Budget Template

Rowan County DSS - Rowan One Church One Child Program

Note: Anticipated deviations from any line item of this budget require a reallocation request to be approved by the Foundation before the funds are reallocated. Please submit requests in writing to the Foundation.

If necessary, please include any clarifying information about the project budget.

2017 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Permanent Board Members:

Jon Hunter –RCDSS Placement Support Coordinator
Rowan One Church One Child (ROCOC) Program Coordinator and Board Chairman
Lisa Berger - RCDSS, Children's Services Program Administrator
Micah Ennis - RCDSS, Children's Services Program Manager
Donna Fayko – RCDSS Director
Beverly Mobley – RCDSS Rowan For Kids Program Coordinator
Nadean Quarterman – RCDSS – Support Services Unit Supervisor

RCDSS Staff Board Members with Rotating Membership

Gwen Thomason - RCDSS Legal Administrative Assistant - July 1, 2016 - June 30, 2019

Community Board Members Serving from July 1, 2014 – June 30, 2017

Marjorie Beaver - Member of Concordia Lutheran
Rev. Charles Gibbons - Pastor of Oak Grove UMC
Rev. Carol Hallman - Pastor of First UCC
Lillian Morgan - Member of Jerusalem Baptist
Darlene Murphy - Foster Parent Trainer
Helen Peacock - St. Matthew's Lutheran
Ashley Walsler - Member of Main Street UMC
Kelley Williams - ROCOC Coordinator at St. Matthew's Lutheran Church

Community Board Members Serving from July 1, 2015 - June 30, 2018

Ms. Joann Diggs - ROCOC Coordinator at Faith Temple Triumphant Ministries
Rev. Randy Foster - Pastor of Maupin Avenue Presbyterian Church
Mrs. Chloe Goho - Member of Milford Hills United Methodist Church
Rev. Richard Gould - Retired United Methodist Pastor
Rev. Richard Gross - Retired Southern Baptist Pastor
Mrs. Laurie Ward - ROCOC Coordinator at Salisbury Seventh-Day Adventist Church

Community Board Members Serving from July 1, 2016 – June 30, 2019

Georgia Adams – Member of Concordia Lutheran Church
Mildred Chinaka – Salisbury High School - Student Intervention
Lisa Cline - ROCOC Coordinator at St. Enoch Lutheran Church
Jim Miller - Administrative Assistant at Shiloh UMC
Dr. Martha Starks – Pastor of Word of Life Family Worship Center

Board of Social Services

DeeDee Wright
William Peoples
Judy Klusman
Ethel Bamberg-Revis
James Sides

Rowan County Commission

Greg Edds - Chairman
Jim Greene - Vice-Chairman
Mike Caskey - Commissioner
Judy Klusman - Commissioner
Craig Pierce - Commissioner
Carolyn Barger - Clerk to the Board
Aaron Church - County Manager

**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: Donna F. Fayko, Director, Department of Social Services
DATE: May 9, 2017
SUBJECT: The Blanche & Julian Robertson Family Foundation Grant Acceptance for One Church One Child

The Blanche & Julian Robertson Family Foundation has approved a grant of \$5,000.00 in support of the program Critical Support Services for Abused/Neglected Children for Once Church One Child. DSS is requesting permission to accept this grant.

ATTACHMENTS:

Description	Upload Date	Type
Robertson Grant Acceptance - OCOC	5/9/2017	Cover Memo

Dear Jon Hunter:

The Blanche & Julian Robertson Family Foundation is pleased to inform you that it has approved a grant of \$5,000.00 in support of the program Critical Support Services for Abused/Neglected Children, subject to our receipt of this signed Grant Provisions & Conditions Letter, that affirms your agreement with the following:

GRANT PROVISIONS & CONDITIONS

1. The grant recipient agrees to expend the funds only for the purposes as stated in the grant application and in accordance with Section 501(C) 3, Section 4945, and other applicable provisions of the Internal Revenue Service Code.
2. The grantee will submit a Grant Status Report to the Foundation as soon as practical after the close of the grant period or when the funded project has been completed. If planning on applying for a grant in 2018, all Grant Status Reports must be turned in by December 31, 2017.
3. Directors and staff of the Foundation may monitor and conduct an evaluation of the grantee through a site visit and/or review of files and financial records relating to the grant or tax status. The grantee would agree to provide full and complete access upon a reasonable and timely request.
4. The Foundation requires immediate notification of any change in the grantee's Lead Management and/or Federal tax status before or during the period in which the grant funds are being spent.
5. Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Foundation, such action is necessary to comply with the law.
6. Any portion of the grant funds not used in accordance with these terms and conditions, or in agreement with the original grant application, must be repaid to the Foundation. No funds from this grant will be used to support propaganda, influence legislation or the outcome of any specific public election, or to support voter registration activities.
7. Grant funds must be requested and used within one year from the date of award or the grant is null and void.

Please log in to the Grant Database to fill out the the Agreement to the foregoing provisions and conditions. **Funds will be disbursed ONLY upon completion of the REQUEST FUNDS Section stating that the project or program is ready to begin. Any grant not funded and its project/program not begun one year after the award is made will be declared null and void unless otherwise arranged with the Foundation.**

Very truly yours,

Margaret Klutzz
Chairman of the Board

<https://blanchejulianrobertsonfamilyfoundation.communityforce.com>

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Franklin D Gover, Planner
DATE: 05/09/2017
SUBJECT: Set Quasi-Judicial Hearing for CUP 03-17 for June 5, 2017

Frank Aquino is requesting a conditional use permit for a 1,200 sq.ft. residential storage facility (i.e. storage building on lot without residence) on Tax Parcel 217-010, 13.6 acres, located along Hearthstone Ridge Lane off of London Road (see map). The applicant states the building will be used for personal storage. No commercial uses are allowed.

Set Quasi-Judicial Hearing for June 5, 2017 for CUP 03-17

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/9/2017	Exhibit
Application	5/9/2017	Exhibit
Property Owner's Statement	5/9/2017	Exhibit
Site Plan	5/9/2017	Exhibit
GIS MAP	5/9/2017	Exhibit



Rowan County Planning and Development Department

402 North Main Street • Salisbury, N.C. 28144-4341
Planning: 704-216-8588 Fax: 704-638-3130

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Franklin Gover, Planner
DATE: May 9, 2017
RE: **CUP 03-17, Aquino Residential Storage Facility**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- Set Quasi-Judicial Hearing for June 5th, 2107 for **CUP 03-17**;

REQUEST

Frank Aquino is requesting a conditional use permit for a 1,200 sq.ft. residential storage facility (i.e. storage building on lot without residence) on Tax Parcel 217-010, 13.6 acres, located along Hearthstrone Ridge Lane off of London Road (see map). The applicant states the building will be used for personal storage. No commercial uses are allowed.

REQUIREMENTS FOR SPECIFIC USES

In accordance with Section 21-60 (10), the following requirements are applicable to Residential Storage

Facilities:

- a. **The parcel shall be in fee simple ownership.** The parcel is owned exclusively by Frank and Sona Aquino.
- b. **The structure shall be of compatible construction with surrounding area.** The proposed structure is a barn style building.
- c. **The maximum size allowed is three thousand (3,000) square feet.** The structure is 30' x 40' or 1,200 sq.ft.
- d. **No outdoor storage is allowed except as specifically provided otherwise.** None proposed.

- e. **Minimum lot size shall be the same as for a single-family residence.** The lot is 13.6 acres in a required 40,000 sq.ft. minimum lot size area.
- f. **Storage of vehicles shall not be in the front yard.** None proposed.
- g. **Outside lighting shall be designed to prevent direct glare on adjoining residences.** None proposed.
- h. **Setbacks shall be at a minimum the same as single family dwellings.** Proposed setbacks are equal to or greater than required.

CONDITIONAL USE CRITERIA

As provided in Section 21-59, the applicant has provided the following responses to the evaluation criteria in “quotations” followed by

underlined staff comments:

- 1. **Adequate transportation access to the site exists.** “Yes, as shown on map”.
Staff comment: This property accesses London Road via Hearthstone Ridge Lane a 60’ private right-of-way.
- 2. **The use will not significantly detract from the character of the surrounding area.** “No, the building will be in barn style and fit with its surroundings”.
Staff comment: Surrounding land is wooded containing several residences. The zoning ordinance permits properties containing a residence up to 10% of the acreage to be devoted to accessory structures which further suggests the proposed 1,200 sq.ft. building on a 13.6 acre parcel (Less than 1%) would not be out of character with the surrounding area.
- 3. **Hazardous safety conditions will not result.** “No hazardous safety conditions”. Staff comment: The storage building shall comply with all applicable building codes.
- 4. **The use will not generate significant noise, odor, glare, or dust.** “No, it will not”. Staff comment: All associated impacts should be similar to or less than that exhibited by a single-family dwelling and it’s accessory uses.
- 5. **Excessive traffic or parking problems will not result.** “No traffic problems will result.” Staff comment: Site activity should be similar to or less than that exhibited by a single-family dwelling. No commercial uses are allowed.
- 6. **The use will not create significant visual impacts for adjoining properties or passersby.** “No significant visual impact due to its wooded location.”
Staff comment: See item #2.

PROCEDURES

Three (3) separate motions are necessary to adopt the findings of fact, which are based on the above six (6) criteria, and one (1)

motion to approve, deny, or table the request (see attached checklist to guide decision).
Planning Staff will provide example findings for consideration at the hearing.

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

STAFF COMMENTS

This application complies with all necessary standards of the ordinance for residential storage facilities.



Rowan County Department of
Planning & Development
402 North Main Street
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # CUP 03-17
Date Filed 4-26-17
Received By [Signature]
Amount Paid \$200.00

Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Frank Aquino
Signature: [Signature]
Contact Information: 704 677-6666
Address: 253 Hearthstone Ridge
Mooresville NC 28115

APPLICANT / AGENT INFORMATION:

Name: Frank Aquino
Signature: [Signature]
Contact Information: 704 677-6666
Address: 253 Hearthstone Ridge
Mooresville NC 28115

PROPERTY DETAILS:

Tax Parcel: 217-010 Zoning District: RA
Date Acquired: 2-17-17 Deed Reference: Book 1285 Page 166
Property Location: 253 HEARTHSTONE RIDGE MOORESVILLE NC 28115
Size (sq. ft. or acres): 13.475 Street Frontage: 0
Current Land Use: Vacant

Surrounding Land Use: North Wooded
South Vacant
East Residential
West Wooded

PURPOSE & SECTION:

State purpose of conditional use permit:

Residential Storage facility for Personal Storage
Prer to building home.

Cite section(s) of Zoning Ordinance which permit is being requested:

21-60 (10)

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes No

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator: *Felix Lopez* 2. Board of Commissioners
Public Hearing: ___ / ___ / ___ 3. Notifications Mailed: ___ / ___ / ___ 4. Property Posted:
___ / ___ / ___ 5. Dates Advertised: 1st ___ / ___ / ___ 2nd ___ / ___ / ___ 6. BOC Action: Approved
___ Denied ___ 7. Date Applicant Notified: ___ / ___ / ___

Sec. 21-59

(1) Adequate transportation access to the site exists.

Yes. As shown on site map.

(2) The use will not significantly detract from the character of the surrounding area.

No. The building will be in barn style and fit in with its surroundings.

(3) Hazardous safety conditions will not result.

No hazardous safety conditions.

(4) The use will not generate significant noise, odor, glare, or dust.

No it will not.

(5) Excessive traffic or parking problems will not result.

No traffic problems will result.

(6) Use will not create significant visual impacts for adjoining Properties or passerby.

No significant visual impact due to its wooded location.

Frank Aquino
111 Elgin Lane
 Mooresville, NC 28115
Tel: 704-677-6666

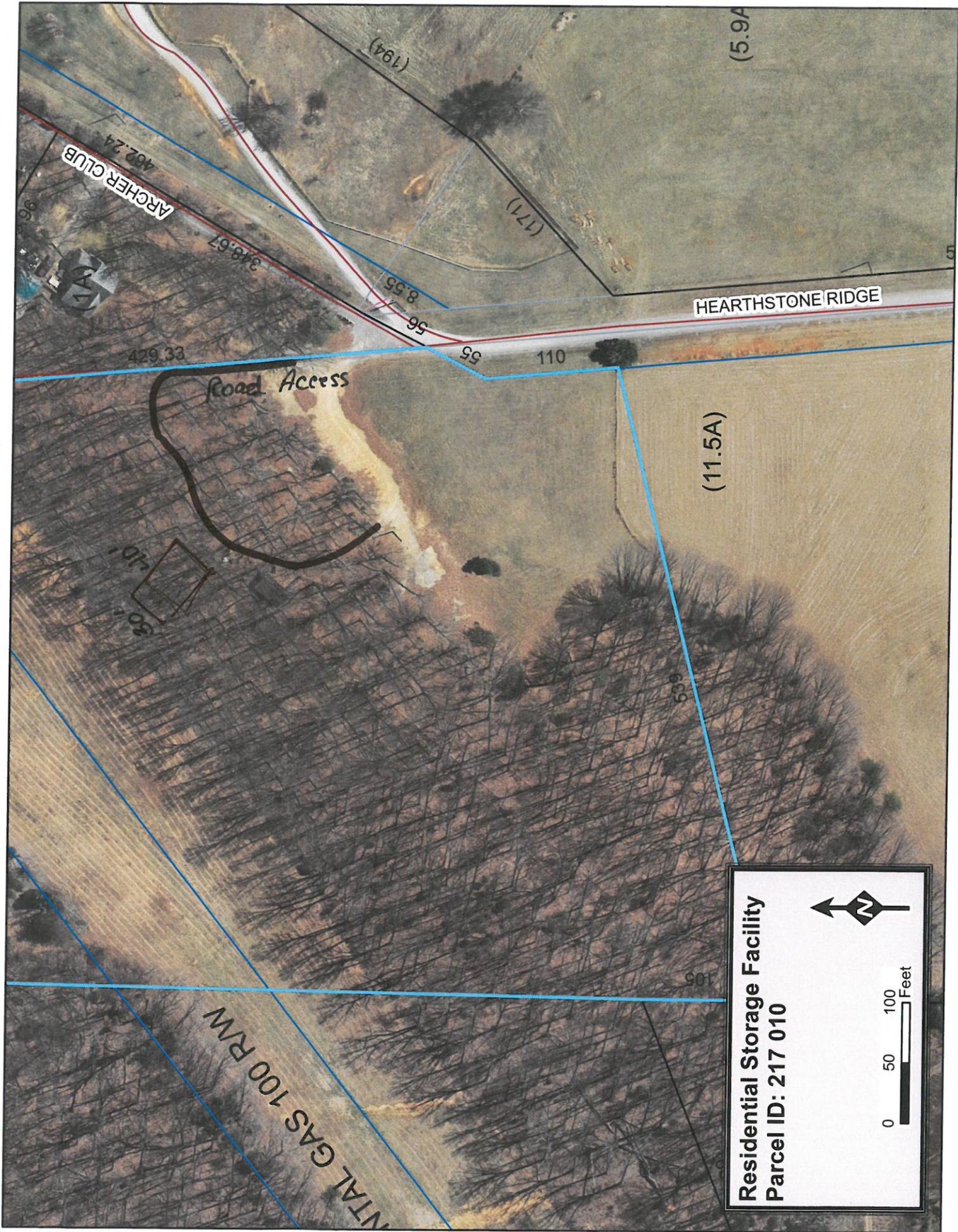
To whom it may concern:

I am writing to you in reference to Parcel ID # 217010, 253 Hearthstone Ridge in Mooresville with a request to be granted a building permit to construct a storage facility with building dimensions of 30' x 40'. The intended use of the storage facility is to store and maintain building supplies for a home that we anticipate building in late 2017, or early 2018, depending on our builder's schedule.

Please do not hesitate to call me if I may be of further assistance.

Yours truly,

Frank Aquino



Residential Storage Facility
Parcel ID: 217 010




0 50 100 Feet



Proposed 30' x 40' Building

ARCHER CLUB

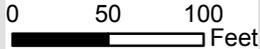
HEARTHSTONE RIDGE

**CUP 03-17, Aquino
Residential Storage Facility
Hearthstone Ridge Lane
Zoning: RA
Parcel ID: 217 010**



Aquino Parcel

Proposed Building



**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: County Manager Aaron Church
DATE: May 8, 2017
SUBJECT: Agreement with Salisbury for Operation of Northeast Rowan Water System

ATTACHMENTS:

Description	Upload Date	Type
Operation Agreement	5/8/2017	Cover Memo

**CITY OF SALISBURY AND ROWAN COUNTY AGREEMENT FOR
OPERATION OF THE NORTHEAST ROWAN WATER SYSTEM**

This City of Salisbury And Rowan County Agreement For Operation Of The Northeast Rowan Water System (“Agreement”) is made and entered into by and between City of Salisbury, a municipal corporation duly organized and existing under the laws of the State of North Carolina (“Salisbury-Rowan Utilities” or “SRU”), and the County of Rowan of the State of North Carolina (the “County”), on the date on which both the City of Salisbury Mayor and the Rowan County Board of Commission Chair have signed this Agreement (“Agreement Date”):

RECITALS

- 1st. SRU owns and operates a regional system for potable water supply treatment and distribution (“SRU System”).
- 2nd. The County is developing a potable water distribution system to service an unincorporated area in northeastern Rowan County (the “Northeast Rowan Water System”) as generally shown in the map attached to and made a part of this Agreement as **Exhibit 1** and more particularly defined in this Agreement as “System.” The County shall have sole responsibility for System Development and System Modification as defined in this Agreement. The County shall retain ownership of the Northeast Rowan Water System and SRU shall not bear any costs of developing, establishing, enlarging, or modifying the Northeast Rowan Water System. The County desires SRU to have and exercise and SRU is willing to have and exercise authority and responsibility for System Operation as defined in this Agreement, but only so long as SRU is the sole source of water provided to the Northeast Rowan Water System.
- 3rd. This Agreement is authorized by and undertaken pursuant to applicable law, including by way of example, but not limited to, N.C. Gen. Stat. §§ 153A-275, 160A-11, 160A-12, 160A-312 and 1987 Session Laws Ch. 205 § 1 at Charter § 8.10.
- 4th. The County and SRU intend, understand, and agree that this Agreement and the City of Salisbury Code of Ordinances and policies that apply to the SRU System constitute adequate and reasonable rules for SRU’s operation of the Northeast Rowan Water System as authorized by N.C. Gen. Stat. § 160A-312(b).
- 5th. The County, acting by and through its Board of Commissioners, has determined that it is in the best interests of its citizens and water customers within its jurisdiction that the County enter into this Agreement, and by resolution adopted on _____, 2017, authorized and directed the execution, delivery, and implementation of this Agreement and all contracts and other documents required or contemplated by this Agreement.
- 6th. The City of Salisbury, acting by and through its City Council, has determined that it is in the best interests of the citizens of Salisbury and the customers of SRU for SRU

to enter into this Agreement, and by resolution adopted on _____, 2017, authorized and directed the execution, delivery, and implementation of this Agreement and all contracts and other documents required or contemplated by this Agreement.

THEREFORE, in consideration of the recitals stated above and the mutual promises and covenants hereinafter set forth, SRU and the County agree as follows:

1. **Definitions.**

- a. *System* shall mean the System Components and Land Rights located within the Service Boundary.
- b. *Service Boundary* shall mean the geographic boundary as generally depicted and described in **Exhibit 1** of this Agreement.
- c. *System Components* shall mean all potable water supply pipes, piping, encasements, fittings, tanks, valves, hydrants, meters, pump stations, attached equipment, and all other potable water supply distribution system components and appurtenances owned by the County, with the following exception: the master meter for the Northeast Rowan Water System shall be jointly owned by Rowan County and SRU.
- d. *Land Rights* shall mean all present and future property rights, title, and interests that are necessary or appropriate: for encroachment, location, occupation, installation, operation, maintenance, replacement, or repair of System Components in, upon, over, under, or through land and other property wherever System Components are or will be located; or to satisfy SRU standards and specifications for size, width, and ownership of property where System Components are located, including without limitation a requirement of a minimum width of thirty (30) feet where applicable.
- e. *System Records* shall mean any and all County records, electronic or otherwise, including records in the possession of any employee, representative, engineer, consultant, agent, or contractor of the County, evidencing or arising from or related to System Development, System Modification, Land Rights, System Components, including without limitation, contracts, drawings, maps, plans, warranties, specifications, surveys, zoning maps, emails, correspondence, notes, and such records as are necessary to inform SRU of the location and condition of all facilities used or approved by Rowan County for utilities of any kind that are located within the Service Boundary.
- f. *System Operation* shall mean the management, planning, operation, maintenance, testing, repair, and regulation of the System, the submission of operation-related reports as required by State and federal regulatory authorities, the collection and distribution of charges, fees, and other revenues as provided in this Agreement, and the enforcement of the City of Salisbury Code of Ordinances and SRU policies at and upon the following: the System; the users of and connections to the System; water systems connected to the System; interconnections of non-water-supply-systems to the System; and property where

the System is located; but, however, specifically excludes the delivery of water to the System.

g. *System Development* shall mean the acquisition, planning, design, construction, and all other activities required or appropriate for establishment of the System in compliance and consistent with SRU, local, State, and federal ordinances, rules, statutes, standards, requirements, and policies, including without limitation the following: obtaining from SRU and other applicable local, State, and federal authorities review and approval of design and construction; design and construction; preparation and delivery to SRU of the plans required by 15A NCAC 18C .0307; and obtaining from the State of North Carolina a new Public Water Supply Identification Number.

i) For the purpose of System Development, SRU standards and requirements specifically include, without limitation, mandatory use of specific types of “smart” customer meters.

h. *System Modification* shall mean the acquisition, planning, design, construction, and all other activities required or appropriate for enlargement, expansion, or other modification of the System in compliance and consistent with SRU, local, State, and federal ordinances, rules, statutes, standards, requirements, and policies, including without limitation the following: obtaining from SRU and other applicable local, State, and federal authorities review and approval of design and construction; design and construction; preparation and delivery to SRU of revised versions of plans as may be required by 15A NCAC 18C .0307 or similar regulation or statute; and, if required, obtaining from the State of North Carolina a new Public Water Supply Identification Number.

2. **County Responsibility for System Development and System Modification.** Except as specifically provided in this Agreement, the County shall have sole responsibility for System Development and System Modification and payment of all costs associated with System Development and System Modification, including without limitation payments to engineers, surveyors, right-of-way agents, attorneys, contractors, vendors, consultants and any others for goods or services for System Development or System Modification.
3. **System Ownership and Land Rights Acquisition.** The System shall be the property of the County. The County shall take any and all actions necessary or appropriate to acquire and maintain ownership of Land Rights.
4. **Encumbrances by County.** The County may cause or allow any portion of the System to become subject to any debt instrument or other encumbrance without the prior, express, written approval of SRU. SRU shall have no duty or obligation to approve such encumbrance under any circumstances or for any reason.
5. **Exclusive Water Source.** The County shall purchase water from SRU as provided in a separate agreement between SRU and the County. The County shall not, without prior written approval of SRU, cause or allow the introduction into the System of water provided

by a source other than SRU. If the County, without prior written approval from SRU, causes or allows the introduction into the System of water provided by a source other than SRU, SRU shall be entitled and have authority to make a unilateral determination, binding on both parties, that the introduction into the System of water provided by a source other than SRU constitutes a non-curable breach of this Agreement. However, if delivery to the System of potable water through an existing SRU interconnection with a non-SRU potable water distribution system would mitigate a water emergency affecting the System, SRU shall not unreasonably refuse to allow delivery to the System of potable water through an existing SRU interconnection with a non-SRU potable water distribution system.

6. Cooperation and Assistance.

- a. The County and SRU shall take all actions necessary to comply with their obligations under this Agreement.
- b. SRU, upon request by the County, shall take reasonable and appropriate actions to assist the County in applying for and obtaining financial assistance, including Federal or State funds, for System Development or System Modification, except as provided in paragraph 4.
- c. The County shall not take any action that directly or indirectly hinders, interferes with, or is otherwise inconsistent with, exclusive System Operation by SRU other than termination of this Agreement as provided by this Agreement. The County, as may be necessary or expedient to implement this Agreement or to facilitate System Operation by SRU, shall institute such civil or criminal actions, including condemnations, and shall consent to become a party in any action related in any way to the System to which SRU is or becomes a party.

7. System Operation. Within a reasonable time after the County's completion of System Development satisfactory to SRU, SRU shall deliver written notice to the County that SRU accepts and shall exercise sole independent authority and responsibility for System Operation, except as specifically provided in this Agreement. Upon delivery of such notice, the following provisions of this paragraph 7 shall be effective and enforceable:

- a. **SRU Authority.** Except as specifically provided in this Agreement, SRU shall have and exercise sole independent authority and responsibility for System Operation. SRU shall have the sole independent authority to appoint or otherwise employ and to supervise and direct the work of the personnel to accomplish System Operation.
- b. **No Other Water Operations.** The County shall not conduct nor allow any person or entity other than SRU to conduct within the Service Boundary, whether directly or indirectly, completely or partially, or in any other manner, any water supply or water distribution operations of any sort, except as explicitly provided by this Agreement. This exclusion does not include the county testing the chlorine residual or other test in the event of a disagreement.

c. **Billing and Bill Collection.** SRU shall conduct all System customer billing and bill collection. SRU may use or authorize reasonable collection efforts, including but not limited to terminating water service to any delinquent customer. If a customer's service is terminated, SRU shall be under no obligation to renew or reconnect the customer's service, except as provided in SRU policies applicable to SRU customers located within the Salisbury city limits.

Comment [JB1]: Moved to System Development section

i) **Monthly Minimum and Volume Charges.** The amounts charged by SRU to System customers and paid to SRU by System customers shall include monthly minimum charges and volume charges established and decided by the County.

ii) **Other Charges.** The charges by SRU for connection, reconnection, locking, late payment, and any other matters or services other than the monthly minimum charges and volume charges set by the County ("Other Charges"), shall be the same as the Other Charges that apply to SRU customers located within the Salisbury city limits. The County, at its option, may reimburse a System customer for Other Charges paid by the customer.

d. **Basic Operation Fee.** During the first two years of operation pursuant to this Agreement, the County shall pay to SRU \$4,500.00 per month for SRU to conduct System Operation except and excluding the following: System repairs and activities to obtain issuance and renewal of licenses, permits, registrations, or other approvals for the System (the "Basic Operation Fee"). Payment of the Basic Operation Fee shall be delivered by the County to SRU no later than the last calendar day of the month preceding the month for which the Basic Operation Fee is paid. On each anniversary of the Agreement Date the SRU Utilities Director and the Rowan County Manager shall review the Basic Operation Fee and, if a mutually agreeable revision is identified, shall both sign a written agreement on behalf of SRU and the County that revises the Basic Operation Fee (a "Basic Operation Fee Revision"). Any Basic Operation Fee Revision shall be incorporated in and made a part of this Agreement and shall be binding on SRU and the County unless and until SRU and the County adopt a subsequent Basic Operating Fee Revision or this Agreement is terminated. The operation fee percent increase after the 2nd year and each year after shall not exceed the annual rate increase for potable water as adopted by the City Council during the annual budgeting process. [If additional regulatory requirements are issued by federal or state agencies that increase systems operation cost (such as additional testing), the SRU Director will provide the actual additional costs to the Rowan County Manager for approval.

Comment [JB2]: Added language to accommodate any mutually agreed upon changes to the monthly fee during the term of the agreement.

e. **Repairs.** The County's payment of the Basic Operation Fee does not cover costs of materials or labor for repairs of the System incurred by SRU ("Repair Costs"). Repair Costs shall be deducted at actual cost from the Net Revenue Amount as provided in paragraph 7.g below. A repair is an Anticipated Major Repair if SRU anticipates in advance that the costs of materials and labor for the repair will exceed \$2,000 or another amount established by written agreement signed by the SRU Utilities Director and the Rowan County Manager on behalf of SRU and the County that shall be incorporated in

and made a part of this Agreement and shall be binding on SRU and the County unless and until a different amount is later established by SRU and the County or this Agreement is terminated. SRU shall not undertake an Anticipated Major Repair unless: (1) the County provides written approval for SRU to undertake the Anticipated Major Repair; or (2) SRU determines in its sole discretion that the Anticipated Major Repair should be undertaken to protect human health or safety, protect property, or to maintain System compliance with SRU, local, State, and federal ordinances, rules, statutes, standards, requirements, and policies. The County shall not unreasonably withhold or delay approval of an Anticipated Major Repair.

- f. **License Costs.** The County’s payment of the Basic Operation Fee does not cover costs incurred by SRU in obtaining or renewing any required permits, registrations, or other approvals for the System (“License Costs”). License Costs shall be deducted from the Net Revenue Amount as described in paragraph 7.g below.
- g. **Monthly Revenue and Cost Distribution and System Report.** For each calendar month within which the System is in operation (“Operating Month”), SRU shall calculate the Net Revenue Amount as follows: total billings collected by SRU from System customers during the Operating Month, reduced by the sum of the following: Repair Costs and License Costs incurred during the Operating Month. No later than the 15th day of the calendar month following the Operating Month, SRU shall deliver to the County a report stating the following information regarding the Operating Month: calculation of the Net Revenue Amount, the number of customers served, master meter readings, average usage, and individual usage amounts for the top ten (10) users of the system (“System Report”). If the Net Revenue Amount is greater than zero, no later than 15 days after the System Report is delivered to the County, SRU shall deliver to the County payment of a dollar amount equal to the Net Revenue Amount. If the Net Revenue Amount is less than zero, no later than 15 days after the System Report is delivered to the County, the County shall deliver to SRU payment of a positive dollar amount that is equal to the difference between the Net Revenue Amount and zero.
- h. **Requests for Individual Service.** All requests for new individual service installation associated with the System shall be submitted directly to SRU and shall be decided by SRU. The County shall have no authority to approve or disapprove new individual service installations and the County shall not grant any such approval or disapproval. Applications for new individual service installations for the System shall be reviewed and decided by SRU in the same manner and on the same basis as applications for new individual service installations within the city limits of Salisbury.
- i. **Maintenance and Repairs.** SRU shall not unreasonably delay or refrain from making any needed or otherwise appropriate repairs of the System or from conducting any needed or scheduled maintenance on the System so as to adequately serve the customers located within the Service Boundary, excluding repairs for which the County has not approved Anticipated Major Repair and excluding maintenance and repairs that are the responsibility of the County under terms of this Agreement.

Comment [JB3]: This license cost is sent by the State only 1 time per year

- j. **Reporting.** SRU shall immediately report to the County any condition of which SRU may become aware that is reasonably expected to adversely and materially affect the customers of the System, such as water shortage, drought conditions, or results of testing indicating violation of a standards.
 - k. **SRU Enforcement.** SRU shall enforce the City of Salisbury Code of Ordinances and SRU policies at and upon the following: the System; the users of and connections to the System; water systems connected to the System; interconnections of non-water-supply-systems to the System; and property where the System is located
 - i) **County Adoption of Ordinance.** The Board of Commissioners of Rowan County, concurrent with the adoption of a resolution authorizing and directing the execution, delivery, and implementation of this Agreement and all contracts and other documents required or contemplated by this Agreement, shall adopt an ordinance that: authorizes SRU to enforce upon the System, the users of and connections to the System, water systems connected to the System, interconnections of non-water-supply-systems to the System, and property where the System is located, the City of Salisbury Code of Ordinances and SRU policies that SRU enforces within the city limits. The County ordinance adopted pursuant to this paragraph 7.k.i shall be ~~substantively~~ substantively identical to the draft ordinance attached to this Agreement as **Exhibit 2**.
 - l. **Compliance with Law.** Upon completion of System Development satisfactory to SRU, SRU shall be responsible for compliance with local, federal and state laws, rules, and ordinances governing System Operation, except in the event that the County causes or contributes to noncompliance by disapproving or untimely approving an Anticipated Major Repair or the County otherwise causes or contributes to noncompliance. In the event the County causes or contributes to noncompliance, the County shall take all actions and shall bear all costs of any kind, including payment of penalties or fines, necessary or appropriate to reestablish compliance. In the event that noncompliance results from the System requiring a flow or volume of water greater than the maximum amount of flow SRU is required to deliver to the System pursuant to a separate agreement between SRU and the County, the County shall take all actions and shall bear all costs of any kind, including payment of penalties or fines, necessary or appropriate to reestablish compliance.
8. **County Representations, Covenants, and Warranties.** The County represents, covenants, and warrants the following:
- a. **Other Agreements.** The County has disclosed to SRU all contracts, agreements, or other understandings existing between the County and any other person or entity concerning or related to the System or to any of the following matters within the Service Boundary: water lines, water-related property interests, or water service. The County has provided to SRU complete and accurate copies of all documentation evidencing, related to, or arising from any such contract, agreement, or understanding. The County has not taken and shall not take, without SRU approval, any action that creates a duty for the County or

SRU to provide water service to any person or entity. The County has not awarded by franchise or otherwise conveyed, granted, or encumbered in the past and shall not award by franchise or otherwise convey, grant, or encumber in the future any rights or interests to any third party to use, own, operate, construct, alter, or otherwise affect the System which would interfere with or impair exclusive System Operation by SRU.

- b. **Exclusive Operation.** The County shall not allow, authorize, or permit any person or entity other than SRU to operate, maintain or exercise control over a potable water distribution system within the Service Boundary without the prior written notice to SRU. With the exception of termination of this Agreement as provided by the Agreement, the County shall not take or allow any action that would interfere with or restrict SRU's enforcement authority as provided by this Agreement. The County shall not take any action that directly or indirectly hinders, interferes with, or is otherwise inconsistent with, exclusive System Operation by SRU other than termination of this Agreement as provided by this Agreement.
- c. **Access.** The County shall provide to SRU continuous and uninterrupted 24-hour per day access to all of the System Components in sufficient quantity and quality for SRU to comply with this Agreement and to accomplish efficient System Operation.

The County, at its sole cost and expense, shall promptly initiate and complete any and all actions necessary or appropriate to correct any condition that is contrary to the foregoing representations, covenants, and warranties.

The County shall defend, indemnify and hold harmless SRU from and against any and all losses, costs (including costs of or resulting from any injunctive or mandatory relief), claims, demands, actions, damages (including punitive damages and treble or other multiple damages), response costs, penalties, liability, court costs and all other costs and expenses, including expert fees and reasonable attorney fees, of whatever kind or nature, arising in whole or in part and in any manner from the existence of any fact or condition contrary to the foregoing representations, covenants and warranties, without regard to relief sought or awarded and without regard to the nature or identity of any party that asserts a demand, claim, liability, action, or damages.

9. **SRU Representations, Covenants, and Warranties.** SRU represents, covenants, and warrants the following:

- a. **Other Agreements.** SRU has disclosed to the County all contracts, agreements, or other understandings existing between SRU and any other person or entity concerning or related to the System or to any of the following matters within the Service Boundary: water lines, water-related property interests, or water service. SRU has provided to the County complete and accurate copies of all documentation evidencing, related to, or arising from any such contract, agreement, or understanding.

SRU, at its sole cost and expense, shall promptly initiate and complete any and all actions necessary or appropriate to correct any condition that is contrary to the foregoing representations, covenants, and warranties.

SRU shall defend, indemnify and hold harmless the County from and against any and all losses, costs (including costs of or resulting from any injunctive or mandatory relief), claims, demands, actions, damages (including punitive damages and treble or other multiple damages), response costs, penalties, liability, court costs and all other costs and expenses, including expert fees and reasonable attorney fees, of whatever kind or nature, arising in whole or in part and in any manner from the existence of any fact or condition contrary to the foregoing representations, covenants and warranties, without regard to relief sought or awarded and without regard to the nature or identity of any party that asserts a demand, claim, liability, action, or damages.

10. **Delegations of Authority.** The SRU Utilities Director and the Rowan County Manager, or their designees, shall be responsible for determining, negotiating, and implementing all details related to this Agreement not specifically addressed in this Agreement.
11. **No Joint Agency.** No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.
12. **Severability.** The paragraphs, sections, sentences, clauses and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable unless it is determined by the court or by agreement of the parties that said remaining provisions would not have been agreed to by SRU and the County without the incorporation of such void, invalid or otherwise unenforceable paragraphs, sections, sentences, clauses, or phrases.
13. **Notice.** Except as provided in this Agreement, any notice required or permitted to be given or to be served upon any party in connection with this Agreement, other than initial notices of an emergency, of an emergency response, or of another occurrence or circumstance that the notice giver decides warrants a form of notice other than written notice, must be in writing and is effective only if it is delivered to and received by the party to whom it is directed. Such notices shall be given to the parties hereto as follows:
 - a. If notice is to be given to SRU, it shall be delivered to: Jim Behmer, Utilities Director, at Salisbury-Rowan Utilities, 1 Water Street, Salisbury, North Carolina 28144, or at jbehm@salisburync.gov.
 - b. If notice is mailed to the County, it shall be delivered to: Aaron Church, County Manager, at Rowan County, 130 West Innes Street, Salisbury, North Carolina 28144, or at aaron.church@rowancountync.gov.

Any party may change its address for receipt of notice by giving to each of the other parties in accordance with the provisions of this paragraph written notice of the new address. Unless so changed, the addresses set forth above shall apply.

14. **Default, Remedies, and Enforcement.** In the event of a default or breach of this Agreement by either party (“default”), with the exception of a non-curable breach under paragraph 5, the non-defaulting party shall give written notice of such default (“default notice”) to the defaulting party, who shall thereafter have a reasonable period (not to exceed 90 days) of time, depending upon the nature of the default, to cure such default. The default notice shall contain a description of the alleged default, an estimate of the amount of money, if any, involved, and the remedy sought. If the default is not cured within a reasonable (not to exceed 90 days) time period, the non-defaulting party shall be entitled to pursue any one or more of the following remedies, which are deemed to be cumulative:

- a. Specific performance and other equitable remedies, including the right to a temporary restraining order and preliminary injunction where conditions dictate immediate action;
- b. Monetary damages;
- c. Performance by the non-defaulting party of an act where the default consists in whole or in part of a failure by a party to perform an act which can be adequately, efficiently, and responsibly performed by the non-defaulting party, and immediate reimbursement by the defaulting party to the non-defaulting party of the cost of such performance;
- d. Any remedy specifically authorized by this Agreement; and
- e. Any remedy authorized by or under North Carolina law, except that neither party shall be entitled to terminate this Agreement except as provided in paragraph 15 (under the heading “Amendment, Termination, and Duration”), as either a consequence of a default under this Agreement or for any other reason.

15. **Amendment, Termination, and Duration.** This Agreement shall commence upon the Agreement Date and shall remain in effect until the earlier of the following dates: the 31st day of December 2036; or if the System receives water from a source other than SRU, the date, if any, that SRU selects as the termination date. This Agreement may be amended, extended, or renewed by written agreement approved by resolutions of both the City Council of Salisbury and the Board of Commissioners of Rowan County, for an additional five (5) years or other period of time and under such terms as they may agree upon at the time of renewal. In the event that negotiations are occurring in good faith for the extension or renewal of this Agreement or of an existing renewal or extension of this Agreement, the same shall continue in full force and effect under the terms and conditions established herein, until the execution of a renewal or extension agreement or until the parties cease negotiation and either party notifies the other of their intent to terminate the Agreement. Either party may terminate this Agreement for any reason upon 180 day advance written notice.

16. **Under Seal.** This Agreement is made under seal of the City of Salisbury and under seal of Rowan County.
17. **Governing Law.** The interpretation, performance, and enforcement of this Agreement shall be governed by North Carolina law.
18. **Successors.** This Agreement shall benefit and be binding and enforceable upon the parties and their successors in interest.
19. **Interpretation.** Each party has consulted and has been advised by its own independent counsel in connection with the drafting and execution of this Agreement. Any ambiguity in this Agreement shall not be interpreted or construed by application of any rule of construction or principle of law that provides that an ambiguity is construed against the party that drafted the agreement or created the ambiguity.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of and effective on the Agreement Date.

[CITY SEAL]

CITY OF SALISBURY

By: _____
Karen K. Alexander, Mayor

ATTEST: Date: _____

Myra B. Heard, City Clerk

APPROVED AS TO
FORM AND LEGALITY:

Rivers Lawther, City Attorney

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

Teresa Harris, City Finance Director

NORTH CAROLINA
ROWAN COUNTY

I, the undersigned Notary Public, do hereby certify that Myra B. Heard personally appeared before me this day and acknowledged that she is the City Clerk of the CITY OF SALISBURY, NORTH CAROLINA and that by authority duly given and as the act of said City, the foregoing Agreement was signed in its name by its Mayor, sealed with its official seal, and attested by her as its City Clerk. Witness my hand and notarial seal-stamp on this ____ day of ____, 2016. My commission expires: _____.

Notary Public

[COUNTY SEAL]

ROWAN COUNTY

By: _____
Greg Edds, Board of Commission Chairman

ATTEST: Date: _____

Carolyn Barger, Clerk to the Board

APPROVED AS TO
FORM AND LEGALITY:

Jay Dees, County Attorney

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

Leslie Heidrick, Assistant County Manager, Finance Director

NORTH CAROLINA

ROWAN COUNTY

I, the undersigned Notary Public, do hereby certify that Carolyn Barger personally appeared before me this day and acknowledged that she is the Clerk to the Board for ROWAN COUNTY, NORTH CAROLINA and that by authority duly given and as the act of said County, the foregoing Agreement was signed in its name by its Board of Commission Chairman, sealed with its official seal, and attested by her as its Clerk to the Board. Witness my hand and notarial seal-stamp on this ____ day of ____, 2016. My commission expires: _____.

Notary Public

EXHIBIT 1



EXHIBIT 2

ARTICLE III. – ROWAN WATER SYSTEM

Sec. 20-61 – Rates and Charges for Connections

Rates and charges for connection to the Rowan Water System shall be established from time to time by the Rowan County Board of Commissioners. The rates and charges under this article shall be the rates and charges in effect at the time of payment. Estimates of charges to connect to the Rowan Water System are subject to change.

Sec. 20-62 – Water Extensions

(a) Any existing property owner with a residential dwelling and any existing nonresidential property owner with a business establishment will not be required to connect to the Rowan Water System, provided: (i) the residential dwelling or business establishment is connected to a properly functioning public or semipublic potable well infrastructure; or (ii) the residential dwelling or business establishment is connected to a private well water supply. Those not meeting these conditions will be required to connect to the Rowan Water System, where available, within 30 days after notice from the county environmental health department. Availability will be defined as abutting the property and/or right-of-way and provided the structure being served is not more than 500 feet from the location of the water connection. However, structures more than 500 feet may connect.

(b) Where a residential or nonresidential structure is being replaced or renovated and an existing well is located on the property, the replacement or renovated structure shall be allowed to connect to the existing well provided the well location is approved for use by the county environmental health department.

(c) All new residential development, including major and minor subdivisions, will connect to the Rowan Water System where available. All major and minor subdivisions will connect prior to final plat approval. All connections will be made at no expense to the County. Availability will be determined based on the following table:

Number of Proposed Dwelling Units	Distance from nearest property line
2-20	1,000 feet
21-60	2,000 feet
61-100	3,000 feet
101-200	4,000 feet
201-300	6,000 feet
Over 300	Must connect, unless waived by Board of County Commissioners based on impracticability

Comment [JB4]: Just a suggestion for the County to consider to increase enforceability.

EXHIBIT 2

(d) All persons desiring to install water lines connecting to, and becoming part of the Rowan Water System shall be planned and designed in accordance with the latest standards accepted by the County, including those established pursuant to Section 20-64. No lines shall be connected or installed for later connection to the Rowan Water System without written approval by the County and required federal, State, and local approvals.

Sec. 20-63 – Definitions

Rowan Water System shall mean the potable water distribution system owned by Rowan County.

Northeast Rowan Water System shall mean the portion of the Rowan Water System located within the service boundary established by the City of Salisbury and Rowan County Agreement for Operation of the Northeast Rowan Water System, amendments of the City of Salisbury and Rowan County Agreement for Operation of the Northeast Rowan Water System, and Rowan County Resolution Number _____.

Sec. 20-64 – Northeast Rowan Water System

The City of Salisbury, as authorized by the City of Salisbury and Rowan County Agreement for Operation of the Northeast Rowan Water System and by Rowan County Resolution No. _____, shall have authority to enforce the City of Salisbury Code of Ordinances and City of Salisbury policies, standards, and practices, except as provided in Sections 20-61 and 20-62.

Comment [JB5]: We did not limit authority to the service area because some activities, e.g., collections, may need to reach outside the service area. So, the City's authority is limited by the terms of the agreement.

Sec. 20-65 – Severability

If any provision, paragraph, word or section of this article is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words and sections shall not be affected and shall continue in full force and effect.

Sec. 20-66 – Conflicting provisions

The terms of this article shall take precedence over any other provision of this Code or other ordinance.

**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: County Manager Aaron Church
DATE: May 8, 2017
SUBJECT: Agreement With City of Salisbury for Delivery and Purchase of Water for Northeast Rowan Water System

ATTACHMENTS:

Description	Upload Date	Type
Agreement for Delivery and Purchase of Water	5/8/2017	Cover Memo

**CITY OF SALISBURY AND ROWAN COUNTY
AGREEMENT FOR DELIVERY AND PURCHASE OF WATER FOR
THE NORTHEAST ROWAN WATER SYSTEM**

This City Of Salisbury And Rowan County Agreement For Delivery And Purchase Of Water For The Northeast Rowan Water System (“Agreement”) is made and entered into by and between City of Salisbury, a municipal corporation duly organized and existing under the laws of the State of North Carolina (“Salisbury-Rowan Utilities” or “SRU”), and the County of Rowan of the State of North Carolina (the “County”), on the date on which both the City of Salisbury Mayor and the Rowan County Board of Commission Chair have signed this Agreement (“Agreement Date”):

RECITALS

- 1st. SRU owns and operates a regional system for potable water supply treatment and distribution (the “SRU Water System”). The County is developing a potable water system to service an unincorporated area in northeastern Rowan County (“Northeast Rowan Water System”), which is generally depicted by the map attached to and made a part of this Agreement as **Exhibit 1**.
- 2nd. The County desires to purchase from SRU and SRU is willing to sell to the County potable water to be delivered through the SRU Water System to the Northeast Rowan Water System
- 3rd. This Agreement is authorized by and undertaken pursuant to applicable law, including by way of example, but not limited to, N.C. Gen. Stat. §§ 153A-275, 160A-11, 160A-12, 160A-312 and 1987 Session Laws Ch. 205 § 1 at Charter § 8.10.
- 4th. The County, acting by and through its Board of Commissioners, has determined that it is in the best interests of its citizens and water customers within its jurisdiction that the County enter into this Agreement, and by resolution adopted _____, 2017, authorized and directed the execution, delivery, and implementation of this Agreement and all contracts and other documents required or contemplated by this Agreement.
- 5th. The City of Salisbury, acting by and through its City Council, has determined that it is in the best interests of the citizens of Salisbury and the customers of SRU for SRU to enter into this Agreement, and by resolution adopted in _____, 2017, authorized and directed the execution, delivery, and implementation of this Agreement and all contracts and other documents required or contemplated by this Agreement.
- 6th. The County agrees to make a one time payment to City of Salisbury in the amount \$50,000 on May 31, 2017 for flushing to maintain water quality over the first seven years of operations.

THEREFORE, in consideration of the recitals stated above and the mutual promises and covenants hereinafter set forth, SRU and the County agree as follows:

1. **Water Delivery.** Water Delivery. SRU shall provide potable water to the Northeast Rowan Water System through a water meter that is owned by the City and County and is connected to the Northeast Rowan Water System ("Master Meter"). The potable water shall meet state and federal water quality standards and shall be provided at flows that are reasonably needed to supply the Northeast Rowan Water System, but that do not unreasonably interfere with the operation of the SRU Water System. The chlorine residual shall be maintained at a minimum of about 80% above the state and federal minimum concentrations, as measured at the Master Meter.
2. **Payment.** The County shall pay SRU for water delivered to the Northeast Rowan Water System according to the applicable rate established and from time to time amended in Salisbury Code of Ordinances Appendix F. On the first day of each month, SRU shall deliver to the County an invoice for the dollar amount owed by the County to SRU for water delivered to the Northeast Rowan Water System during the preceding monthly billing period ("Monthly Charge"). Each monthly billing period shall begin on the 15th day of a month and end on the 15th day of the following month. The County, no later than 15 days after receipt of the Monthly Charge, shall deliver to SRU a dollar amount equal to the Monthly Charge.
 - a. **Water flushing.** No later than 30 days after the Agreement Date, the County shall deliver to SRU a payment of \$50,000.00 as a lump sum advance payment to offset flushing credits.

Comment [JB1]: The payment is mentioned in Recitals, but also needs to be in the body of the agreement

The calculation of credits for the first two years includes all water flushed in any fashion that is not sold directly to the customer. This may include and is not limited to construction testing, fire department utilization or other unexpected events. This shall include all water that is not billed to the customer.

The remaining credits are for volumes of water discharged through flushing devices - operated by Rowan County's contractor (SRU) for compliance with water quality standards in the Northeast Rowan Water System.

These credits shall be applied to the Monthly Charges during the first seven years of operation as follows:

- FIRST YEAR of operation: 100% credit for the volume of flushed water.
- SECOND YEAR of operation: 80% credit for the volume of flushed water.
- THIRD YEAR of operation: 60% credit for the volume of flushed water.
- FOURTH YEAR of operation: 40% credit for the volume of flushed water.
- FIFTH, SIXTH AND SEVENTH YEAR of operation: 20% credit for the volume of flushed water.
- EIGHTH AND SUBSEQUENT YEARS of operation: 0% credit for the volume of flushed water.

b. **Amending the billing period for the Monthly Charge.** The SRU Utilities Director and the Rowan County Manager may from time to time review the monthly billing period and, if a mutually agreeable revision is identified, shall both sign a written agreement on behalf of SRU and the County that revises the monthly billing period (a “Billing Period Revision”). Any Billing Period Revision shall be incorporated in and made a part of this Agreement and shall be binding on SRU and the County unless and until SRU and the County adopt a subsequent Billing Period Revision or this Agreement is terminated.

Comment [JB2]: Since the billing could be changed, this language was added

3. **No Joint Agency.** No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.
4. **Severability.** The paragraphs, sections, sentences, clauses and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable unless it is determined by the court or by agreement of the parties that said remaining provisions would not have been agreed to by SRU and the County without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.
5. **Notice.** Any notice required or permitted to be given or to be served upon any party in connection with this Agreement must be in writing and is effective only if it is delivered to and received by the party to whom it is directed. Such notices shall be given to the parties hereto as follows:
 - a. If notice is to be given to SRU, it shall be delivered to: Jim Behmer, Utilities Director, at Salisbury-Rowan Utilities, 1 Water Street, Salisbury, North Carolina 28144, or at jbehm@salisburync.gov.
 - b. If notice is mailed to the County, it shall be delivered to: Aaron Church, County Manager, at Rowan County, 130 West Innes Street, Salisbury, North Carolina 28144, or at aaron.church@rowancountync.gov.

Any party may change its address for receipt of notice by giving to each of the other parties in accordance with the provisions of this paragraph written notice of the new address. Unless so changed, the addresses set forth above shall apply.

6. **Amendment, Termination, and Duration.** This Agreement shall commence upon the Agreement Date and shall remain in effect until the earlier of the following: the 31st day of December 2040; or the last day that SRU is the exclusive operator of the Northeast Rowan Water System. This Agreement may be amended, extended, or renewed by written agreement approved by resolutions of both the City Council of Salisbury and the Board of Commissioners of Rowan County, for an additional ten (10) years or other period of time and under such terms as they may agree upon at the time of renewal. In the event that

negotiations are occurring in good faith for the extension or renewal of this Agreement or of an existing renewal or extension of this Agreement, the same shall continue in full force and effect under the terms and conditions established herein, until the execution of a renewal or extension agreement or until the parties cease negotiation and either party notifies the other of their intent to terminate the Agreement. Either party may terminate this Agreement for any reason upon 180 day advance written notice.

7. **Under Seal.** This Agreement is made under seal of the City of Salisbury and under seal of Rowan County.
8. **Governing Law.** The interpretation, performance, and enforcement of this Agreement shall be governed by North Carolina law.
9. **Successors.** This Agreement shall benefit and be binding and enforceable upon the parties and their successors in interest.
10. **Interpretation.** Each party has consulted and has been advised by its own independent counsel in connection with the drafting and execution of this Agreement. Any ambiguity in this Agreement shall not be interpreted or construed by application of any rule of construction or principle of law that provides that an ambiguity is construed against the party that drafted the agreement or created the ambiguity.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of and effective on the Agreement Date.

[CITY SEAL]

CITY OF SALISBURY

By: _____
Karen K. Alexander, Mayor

ATTEST: Date: _____

Myra B. Heard, City Clerk

APPROVED AS TO
FORM AND LEGALITY:

Rivers Lawther, City Attorney

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

Teresa Harris, City Finance Director

NORTH CAROLINA

ROWAN COUNTY

I, the undersigned Notary Public, do hereby certify that Myra B. Heard personally appeared before me this day and acknowledged that she is the City Clerk of the CITY OF SALISBURY, NORTH CAROLINA and that by authority duly given and as the act of said City, the foregoing Agreement was signed in its name by its Mayor, sealed with its official seal, and attested by her as its City Clerk. Witness my hand and notarial seal-stamp on this ____ day of ____, 2016. My commission expires: _____.

Notary Public

[COUNTY SEAL]

ROWAN COUNTY

By: _____
Greg Edds, Board of Commission Chairman

ATTEST: Date: _____

Carolyn Barger, Clerk to the Board

APPROVED AS TO
FORM AND LEGALITY:

Jay Dees, County Attorney

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

Leslie Heidrick, Assistant County Manager, Finance Director

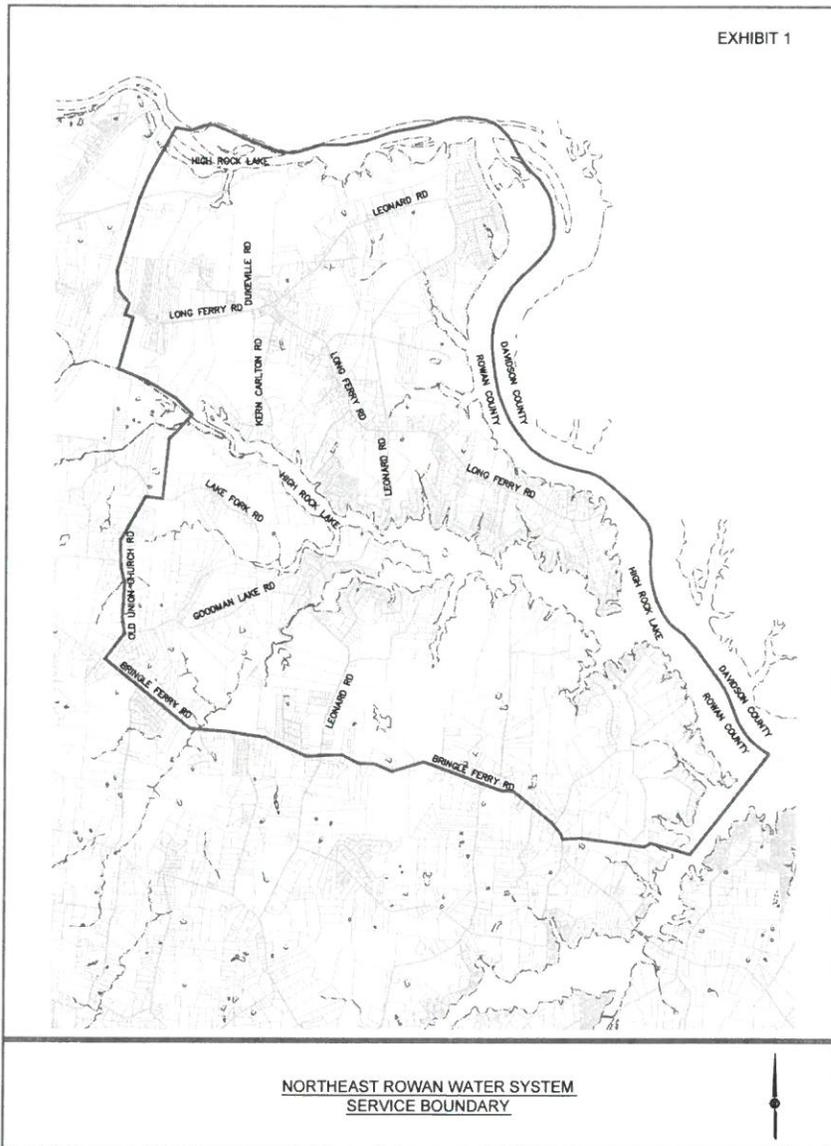
NORTH CAROLINA

ROWAN COUNTY

I, the undersigned Notary Public, do hereby certify that Carolyn Barger personally appeared before me this day and acknowledged that she is the Clerk to the Board for ROWAN COUNTY, NORTH CAROLINA and that by authority duly given and as the act of said County, the foregoing Agreement was signed in its name by its Board of Commission Chairman, sealed with its official seal, and attested by her as its Clerk to the Board. Witness my hand and notarial seal-stamp on this ____ day of ____, 2016. My commission expires: _____.

Notary Public

EXHIBIT 1



NORTHEAST ROWAN WATER SYSTEM
SERVICE BOUNDARY

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: Bob Pendergrass, Animal Services Director
DATE: 05/02/17
SUBJECT: Reduced Spay/Neuter Fee for Rescue Partners

Request from Animal Services to provide reduced spay/neuter fees for our registered animal rescue partners. This will allow them to continue to provide the level of help to us that they are providing now.

Recommend at \$35 fixed adoption fee for animal rescue partners that are registered with us as a 501c3 organization.

ATTACHMENTS:

Description	Upload Date	Type
Discussion of Fees Reuction for Rescues	5/2/2017	Cover Memo



Rowan County Animal Services

Reduced Adoption Fees for Rescue Partners at Rowan County Animal Shelter

Discussion

Rowan County Animal Shelter has achieved great success in placement of animals at our shelter into new homes. Each year for several years, we are seeing a higher rate of placement and a lowering of euthanasia numbers of healthy animals. A large part of this success comes from a great working relationship with many hard working rescue partners from within the citizen community. The continued expansion of this success is nurtured by working with the rescues as best we can.

Beginning this year we are very fortunate to have on staff an excellent veterinarian, and thanks to the generosity of the Board and other support groups and donors will soon be spaying or neutering all pets of proper age and health condition to do so. We have already begun the neutering of all male cats.

The purpose of this request is to allow us to provide incentive for continued cooperation with animal rescue organizations and growth of that program as well. We feel that there is no greater tool for a reduction of Rowan's unwanted pet population than spay/neuter and no greater single tool for placing our animals than working with the rescues. As the intake is reduced over time through population control, we can and will find ourselves in a situation of moving all animals directly into forever homes. But for now, rescues are very important to our success. And we are grateful for them.

The shelter's ability to perform spay/neuter involves a cost factor to Rowan County. There are fixed costs that we will always have which include maintaining an infrastructure of facilities including building and equipment as well as staff. And there are variable costs that we incur

with each spay neuter surgery. This includes drugs for anesthesia and pain, scalpels, sutures, gauze, etc.

Our fixed costs are pretty much locked in regardless of how many animals we work with. What we propose is a reduced spay/neuter fee for our registered rescues that will still cover our variable costs associated with each animal. "Registered rescue" means that they have a 501c3 non-profit status and have registered as such with us in a contractual agreement. Currently we exempt them from our voucher fees and program as their contract binds them into spay neuter of all animals. Many have agreements with veterinarians that allow them a greater savings of their cost than the \$70 fee that we will be charging for our animals. If their costs go up, they will be able to help us less.

In research and discussions with our veterinarian, Dr. Maristany, we have determined that a **per animal charge of \$35** will allow us to recoup our variable costs of spay/neuter.

Bob Pendergrass, Animal Services Director

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: May 4, 2017
SUBJECT: Financial Report

Please see attached graphs.

ATTACHMENTS:

Description

Graphs

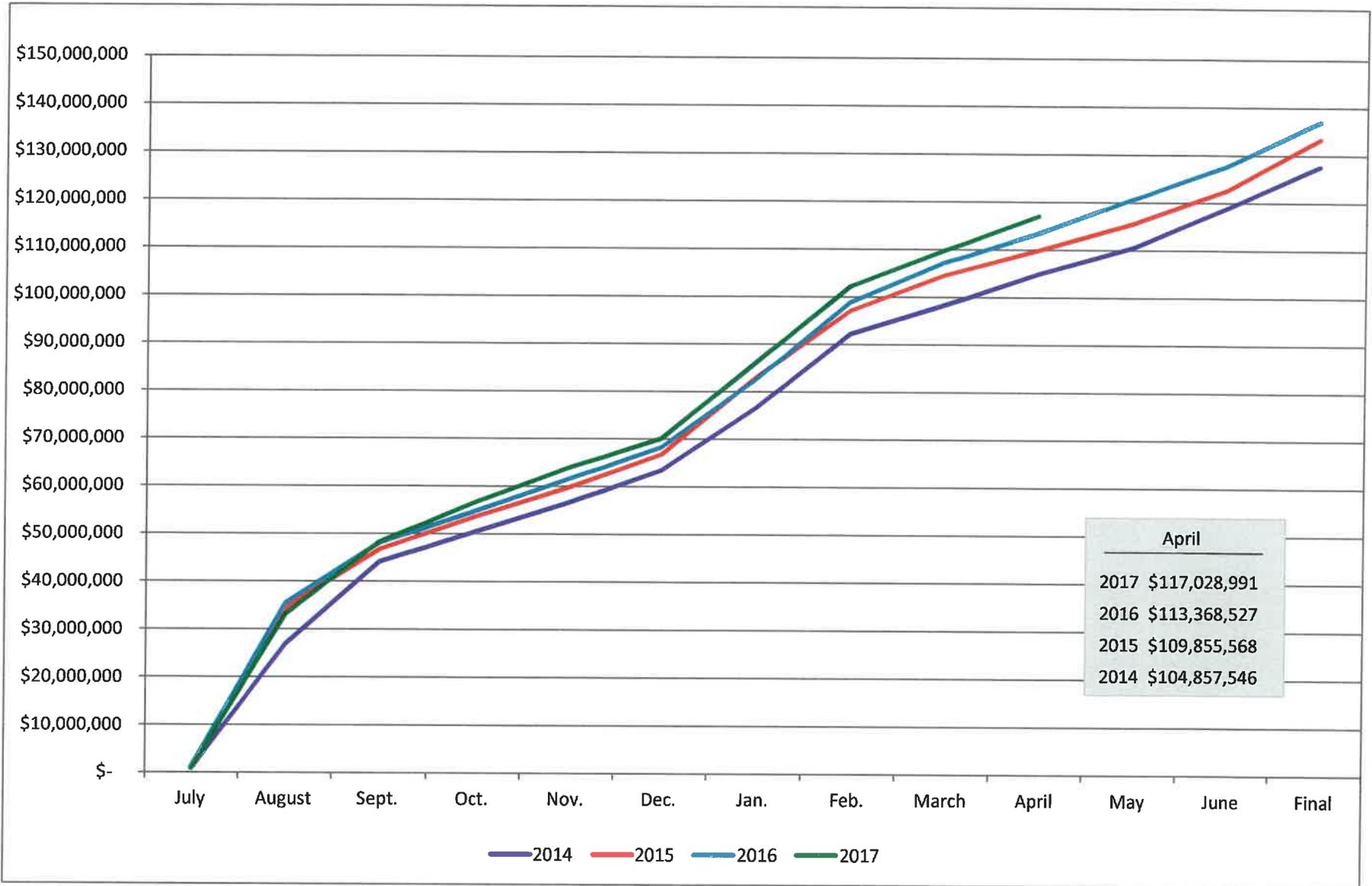
Upload Date

5/4/2017

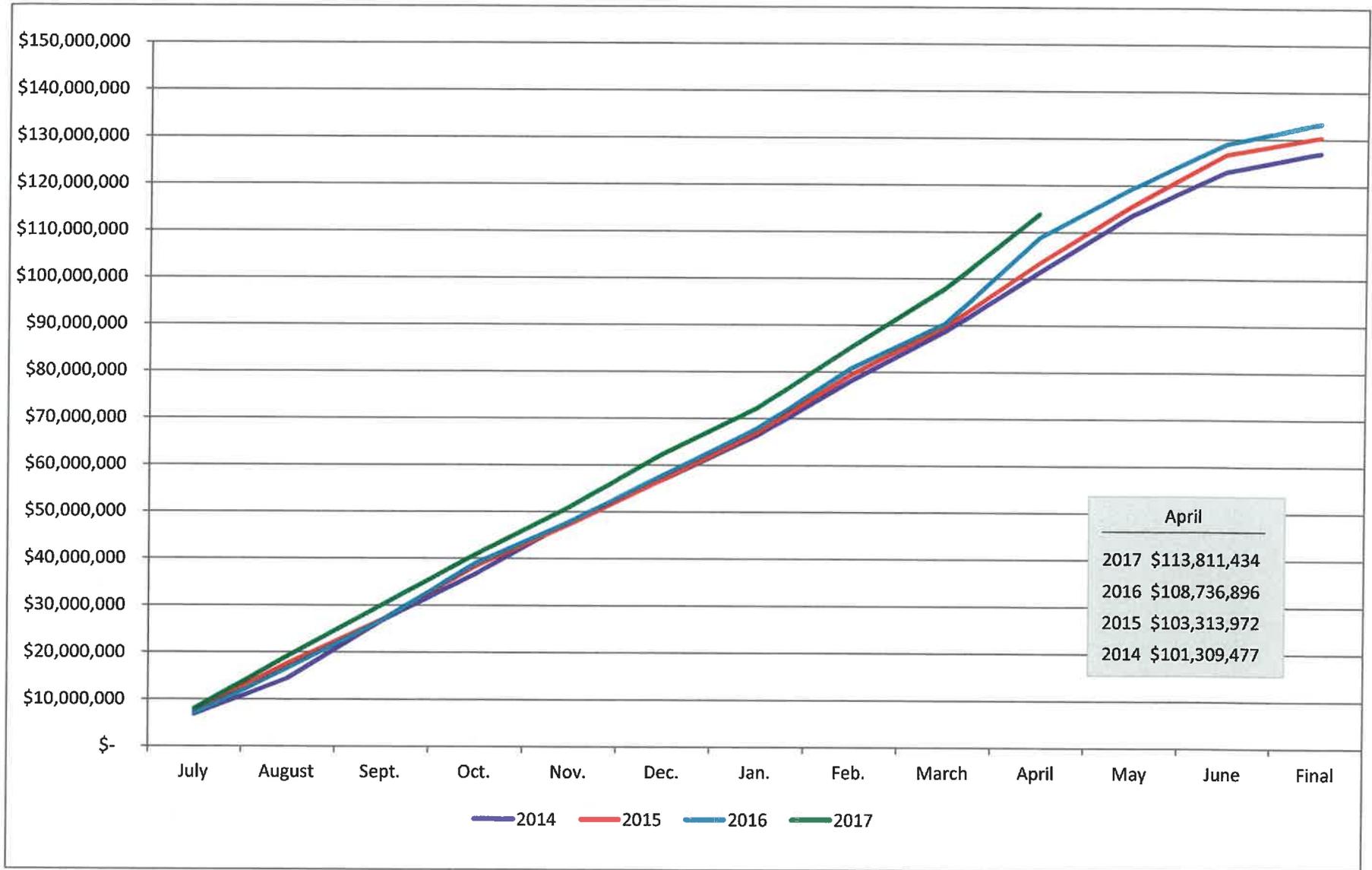
Type

Backup Material

**ROWAN COUNTY
GENERAL FUND
ANNUAL CUMULATIVE REVENUE COMPARISONS
FISCAL YEARS 2014 - 2017**

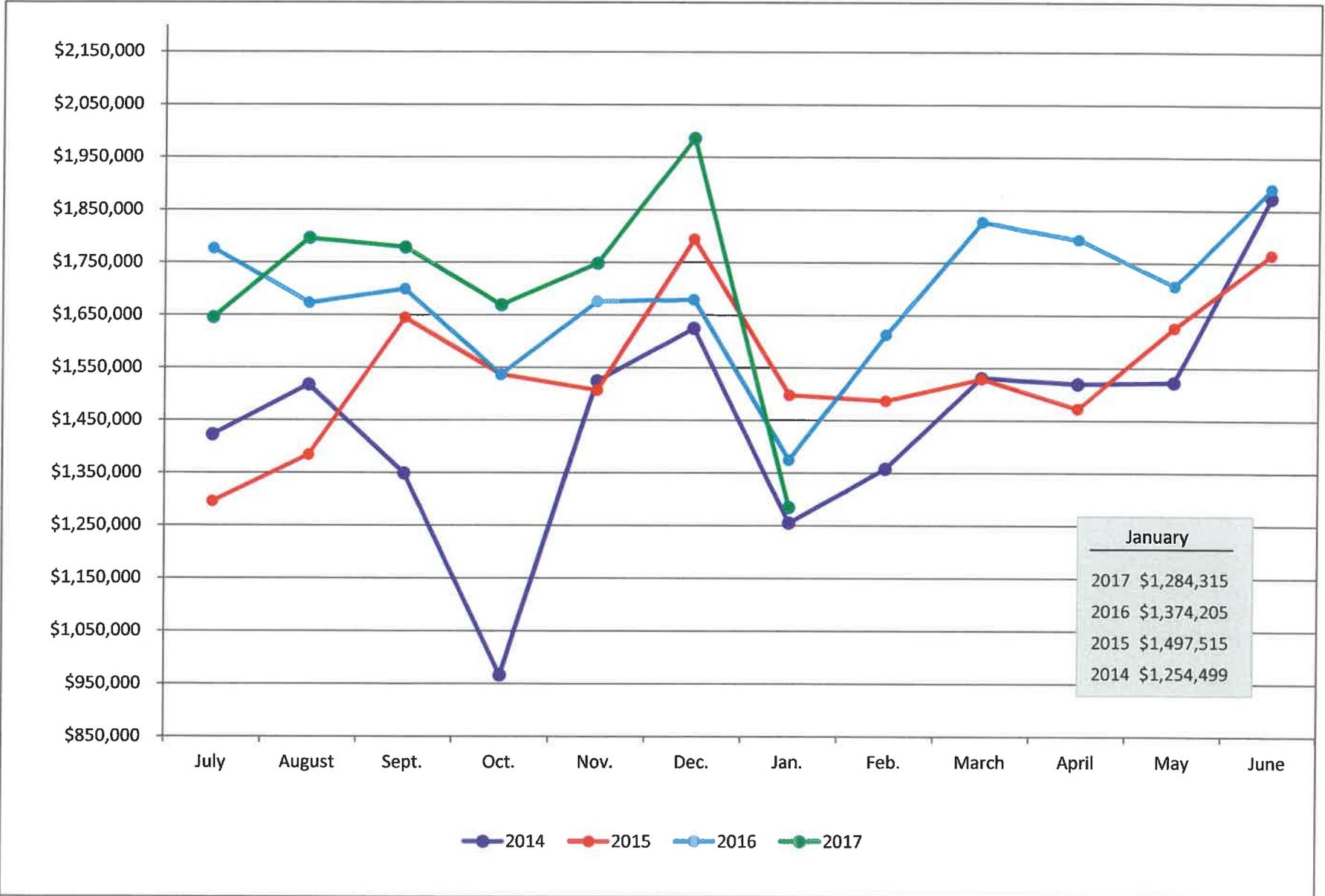


**ROWAN COUNTY
GENERAL FUND
ANNUAL CUMULATIVE EXPENDITURE COMPARISONS
FISCAL YEARS 2014 - 2017**

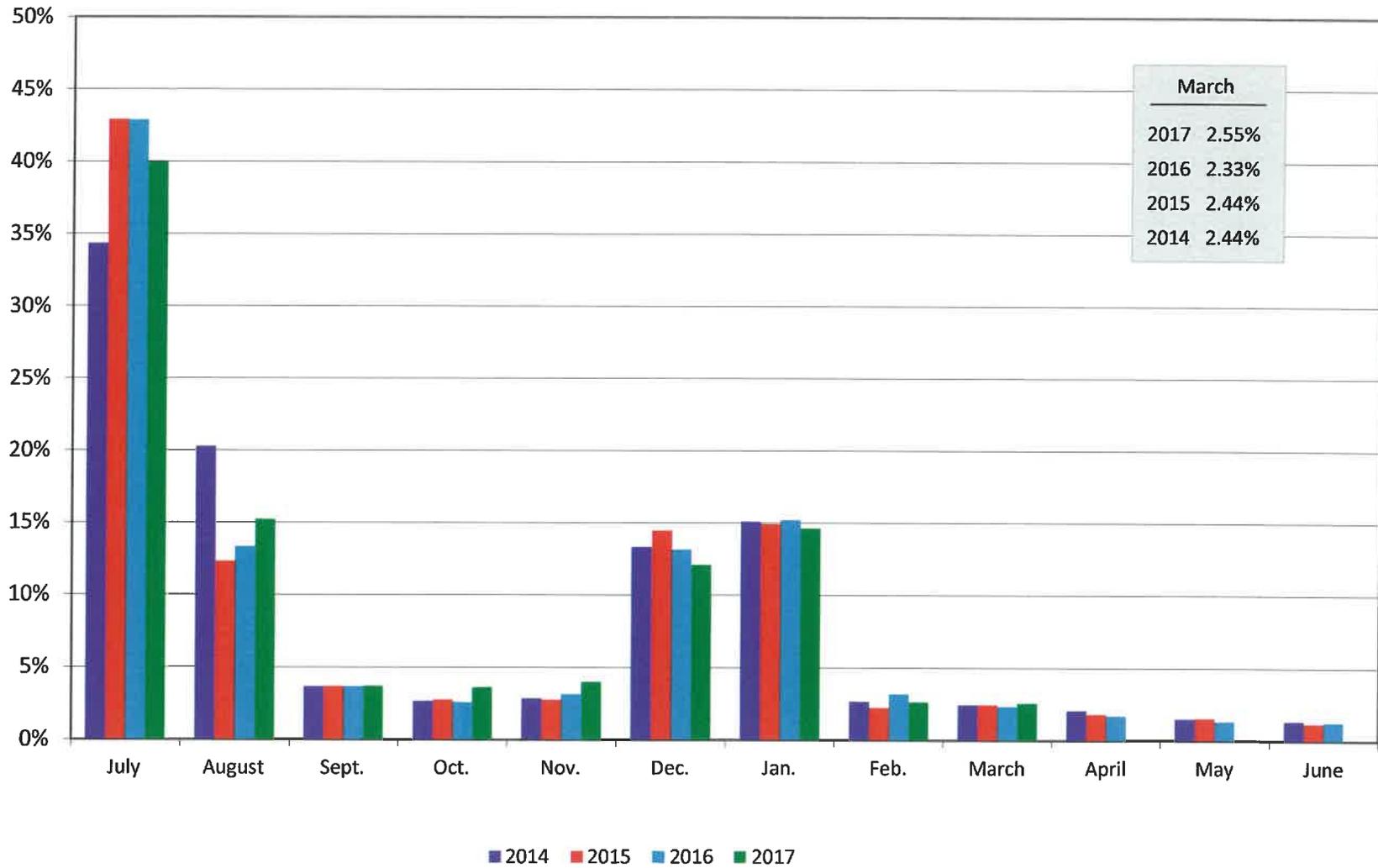


April	
2017	\$113,811,434
2016	\$108,736,896
2015	\$103,313,972
2014	\$101,309,477

**ROWAN COUNTY
GENERAL FUND
MONTHLY SALES TAX COMPARISONS (EXCLUDING ARTICLE 44 *524c)
FISCAL YEARS 2014 - 2017**



**ROWAN COUNTY
GENERAL FUND
MONTHLY CURRENT YEAR PROPERTY TAX COLLECTIONS AS A PERCENTAGE OF BUDGET
Fiscal Years 2014 - 2017**



**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: May 8, 2017
SUBJECT: Budget Amendments and Capital Projects Ordinance

Please see attached budget amendments and capital projects ordinance.

Please approve attached budget amendments and capital projects ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments and Capital Projects Ordinance	5/8/2017	Budget Amendment

Kennel Statistics Report
Outcomes from 04/28/16 to 06/30/16

		CAT	DOG	KITTEN	OTHER	PUPPY	TOTAL
ADOPTION		95	40	59	6	19	219
	EXCHANGE	1	0	0	0	0	1
	RESCUE GRP	43	2	32	0	1	78
	WALKIN	125	155	122	13	67	482
	TOTAL	264	197	213	19	87	780
DIED		0	0	3	0	0	3
	AT VET	2	0	2	0	0	4
	ENROUTE	0	2	0	1	0	3
	IN FOSTER	1	1	1	0	0	3
	IN KENNEL	7	0	5	0	0	12
	TOTAL	10	3	11	1	0	25
DISPOSAL		2	0	0	5	0	7
	CREM-VET	0	0	0	0	1	1
	TOTAL	2	0	0	5	1	8
EUTH		5	2	2	1	0	10
	COND SEVER	7	1	3	0	0	11
	FERAL	0	0	0	1	0	1
	ILL SEVERE	3	3	7	1	1	15
	INJ SEVERE	11	0	1	0	0	12
	QUARANTINE	0	4	1	0	0	5
	SPACE	0	1	0	0	0	1
	TIME/SPACE	44	2	5	0	0	51
	TOTAL	70	13	19	3	1	106
FOSTER		0	0	4	0	0	4
	TOTAL	0	0	4	0	0	4
MISSING	ESCAPED	0	0	1	0	0	1
	TOTAL	0	0	1	0	0	1
RELOCATE		0	0	0	5	0	5
	TOTAL	0	0	0	5	0	5
RTO		5	25	0	1	0	31

"The financial support requested by these local governments is a strong indication of the tremendous need for providing facilities for those with disabilities," said Mike Murphy, director of the N.C. Division of Parks and Recreation. "The projects that did not receive funding from this program will be eligible for consideration for other grants from the Parks and Recreation Trust Fund."

The Parks and Recreation Trust Fund is administered through the state Division of Parks and Recreation and was established in 1994 by the N.C. General Assembly.

The local governments receiving grants are:

- Clayton, which received \$86,810 for the Celebration Park-Contemplate Area;
- Edenton, which received \$198,720 for the conversion of Colonial Park to Universal Design. Universal design refers to broad-spectrum ideas for producing buildings, products and environments that are inherently accessible to older people and people with disabilities (<https://en.wikipedia.org/wiki/Disability>);
- Fayetteville, which received \$250,000 for the Massey Hill Recreation Center Universally-Accessible Sports Field;
- Graham, which received \$500,000 for the City of Graham Inclusive Playground;
- Granite Falls, which received \$80,000 for Shuford Recreation Accessibility Enhancement Project;
- Greenville, which received \$179,272 for Accessible Water Sports Facility;
- High Point, which received \$194,344 for the Oak Hollow Marina and Sailboat Point Accessibility Enhancements;
- Indian Trail, which received \$172,125 for the Crooked Creek Accessible Playground;
- Marion, which received \$159,622 for the Marion Community Park Project;
- Oak Island, which received \$84,352 for the American's with Disabilities Act Beach Access Project;
- Rowan County, which received \$264,959 for the Ellis Park Accessible Playground Renovation Project;
- Shelby, which received \$240,000 for the All Aboard Park: Unlimited Play for Everyone;
- Smithfield, which received \$160,000 for Partnership to build a Miracle Inclusive Playground & Fitness Trail;
- Swansboro, which received \$196,324 for the Swansboro Municipal Park Enhancement Program;
- Waynesville, which received \$90,300 for Recreation Park Inclusive Playground;
- Yadkin County, which received \$41,580 for Lance Corporal Daniel Swaim Playground;
- Yadkin County, which received \$43,020 for Yadkin Memorial Park – Universal Design Improvements, and

Maysville, which received \$58,527 for the Frost Park Splash Park.

###

Ellis Park Accessible Playground Renovation Project
 Rowan County Parks & Recreation-Rowan County, NC
 December 2016

Project Elements	Unit Type	# Units	Unit Cost	Total Cost
Building/Renovation Costs				
Equipment Installation	Lump Sum	1	\$71,476.00	\$71,476.00
Major Landscaping (Excavation, Tree Removal, Soil, Gravel, etc.)	Lump Sum	1	\$31,886.00	\$31,886.00
Equipment (Structure & Surfacing)	Lump Sum	1	\$212,065.80	\$212,065.80
	Total Building/Renovation Costs			\$315,427.80
Contingency Costs				
Contingency		5%		\$15,771.39
	Total Contingency Costs			\$15,771.39
Planning Costs				
Construction Management, Site Planning, Preliminary Design, etc.				\$0.00
	Total Planning Costs			\$0.00
	TOTAL PROJECT COST			\$331,199.19
	TOTAL LOCAL MATCH			\$66,239.84
	TOTAL CNCB GRANT REQUEST			\$264,959.35



THE BLANCHE & JULIAN ROBERTSON FAMILY FOUNDATION, INC.
SALISBURY, NORTH CAROLINA

April 20, 2017

Mr. Ryan Walker
Deputy Sheriff
Rowan County Sheriff's Department
232 N. Main St.
Salisbury, NC 28144

Dear Deputy Walker:

The Blanche & Julian Robertson Family Foundation Inc. is pleased to send you the enclosed check #1982 in the amount of \$5,000 for the G.R.E.A.T. Summer Camp held through the Rowan County Sheriff's Department. Thank you for your commitment to doing great things for Rowan County.

Please note that the check endorsement must agree with payee.

Please acknowledge receiving the check at the bottom of this letter and return this original to us after making a copy for your records.

Sincerely,

THE BLANCHE & JULIAN ROBERTSON FAMILY FOUNDATION, INC.

Mary Heather Steinman
Office Manager

Above check received: April 25, 2017

Signature

Vanguard® Short-Term
Treasury Fund
Admiral Shares

THE BLANCHE & JULIAN ROBERTSON
FAMILY FOUNDATION, INC.
C/O DAVID E. SETZER
EXECUTIVE DIRECTOR
P.O. BOX 4242
SALISBURY NC 28145-4242

1982

DATE April 20, 2017

62-22/311

PAY TO THE ORDER OF Rowan County Sheriff's Department

\$ 5,000.00

Five thousand and no/100

DOLLARS

Wells Fargo Bank N.A.
Wilmington, DE 19803

NOT VALID FOR LESS THAN \$250.00

FOR 2017- GREAT Program

Bret Bersley Margaret A. Kelly

⑆ 1053 20198 24 ⑆ 03 1-100 2 25 ⑆ 850994 24 248 7 14 ⑆

Account number . . . : 101-4419-365.09-10
Fund : 101 GENERAL FUND
Department : 44 SHERIFF
Division : 19 OTHER SHERIFF GRANTS
Activity basic : 36 OTHER REVENUES
Sub activity : 5 CONTRIBUTIONS-PRIVATE
Element : 09 PUBLIC SAFETY DONATIONS
Object : 10 STATE FARM SRO TRAINING

Estimated revenue :	0	
Estimated revenue - revised :	3,000	05/25/2016
Actual receipts - current :	.00	
Actual receipts - ytd :	3,000.00	
Unposted receipts :	.00	
Total receipts :	3,000.00	100.0 %
Unrealized revenue :	.00	0.0 %

F7=Project data F8=Misc inquiry F9=Misc update F10=Detail trans
F11=Acct activity list F12=Cancel F13=Misc Budget F24=More keys



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF SOCIAL SERVICES

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

WAYNE E. BLACK
SR. DIRECTOR FOR SOCIAL SERVICES
AND COUNTY OPERATIONS

April 25, 2017

Re: County Child Welfare Program Improvement Resources

Dear County Director of Social Services:

Included in the SFY 2016-17 State Budget are TANF funds in the amount of \$603,580 designated for "County Child Welfare Program Improvement Resources". These one-time funds are to be made available to County Departments of Social Services to take actions that would positively impact the county's ability to improve outcomes for children and families and support the achievement of the goals and strategies included in the North Carolina Child and Family Services Review (CFSR) Program Improvement Plan. Actions taken through the County Program Development Plans subsequent to the Annual Practice and Record Review process may also be included as part of your County Plan to support use of these funds.

We apologize for the short notice regarding the availability of these funds. **County investments in related actions or activities must occur during the period of June 1, 2016 through May 31, 2017.**

These may include:

1. hiring additional social work staff in areas of child welfare;
2. hiring temporary or time-limited staff;
3. investment in quality assurance activities;
4. administrative support staff;
5. investment in technology equipment software etc.;
6. costs associated with staff attending New Worker Orientation, ongoing or other training and professional development activities;
7. supervisor training and development activities;
8. investment to increase available child placement services;
9. increased county costs in assuring appropriate, high quality child placement services;
10. training investments for child placement resources;
11. investments into resources to support needs of children and families for health, behavioral health and substance abuse services, domestic violence services;
12. educational services and support;
13. investments in services provided to support youth aging out of foster care; and
14. other investments that support enhanced services for children and families.

WWW.NCDHHS.GOV

TEL 919-527-6335 • FAX 919-334-1018

LOCATION: 820 S. BOYLAN AVE. • MCBRYDE BUILDING • RALEIGH, NC 27603

MAILING ADDRESS: 2401 MAIL SERVICE CENTER • RALEIGH, NC 27699-2401

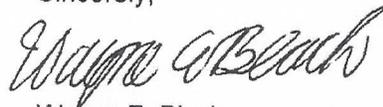
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

These additional funds are being allocated to your "TANF Child Welfare Workers – Local DSS" (TANF CPS FC & Adopt Funding). These additional funds are being allocated to all 100 counties based upon the current allocation formula with the exception that a \$500 base amount is being first allocated to each county. These funds are to be spent in accordance with rules governing this funding source. **These additional funds must be expensed and reported for reimbursement within the reporting period of June 2016 through May 2017.**

Attached is a "County Child Welfare Program Resources" document that needs to be completed, signed and returned to Sandra Weathers at the Division of Social Services at sandra.weathers@dhhs.nc.gov by **Thursday, May 4, 2017**. Also attached is a copy of the Funding Authorization detailing the total additional funding for each county. Please direct any questions to your Local Business Liaison.

Thank you.

Sincerely,



Wayne E. Black

Attachments

DIR-01-2017

County Child Welfare Program Funding Plan

In accordance with requirements for a county receiving additional TANF Child Welfare Workers – Local DSS (TANF CPS FC & ADOPT Funding) for "County Child Welfare Program Improvement Resources", the following activities have been or will be performed in SFY 2016-17 as a part of our efforts to improve outcomes for children and families as they relate to the federal Child and Family Services Review Program Improvement Plan and to support recommendations included in our Child Welfare Program Development Plan.

Rowan County DSS has or will implement the following actions or activities for SFY 2016-17 in order to help achieve improved outcomes for children and families in support of the CFSR Program Improvement Plan and our County Child Welfare Program Development Plan (examples included in April 25, 2017 Dear County Director Letter):

The list MUST be in line with the value of your additional allocation. Spending dollar values are not needed, however, please quantify the activity (i.e. overnight travel for 4 social works for training).

To continue and enhance our trauma work:

- Community Resiliency Model training for 5 supervisors, 5 In-home Services and 12 Permanency Planning social workers
- Purchase "Paper Tigers" movie for on-going training
- Training for 9 supervisors on data driven decision-making
- Domestic violence and substance abuse assessments for parents lacking insurance
- Contingency Plan: temporary staff for scanning documents
-
-
-
-
-

Submit to Sandra Weathers at sandra.weathers@dhhs.nc.gov by **Thursday, May 4, 2017**.



Director

5-04-17

Date

	COUNTY	Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
		Federal	State	Total	Federal	State	Total	Federal	State	Total
48	HYDE	542	0	542	527	0	0	1,069	0	1,069
49	TREDELL	119,244	0	119,244	11,450	0	0	130,694	0	130,694
50	JACKSON	12,583	0	12,583	1,699	0	0	14,282	0	14,282
51	JOHNSTON	261,291	0	261,291	5,026	0	0	266,317	0	266,317
52	JONES	8,376	0	8,376	783	0	0	9,159	0	9,159
53	LEE	61,866	0	61,866	3,100	0	0	64,966	0	64,966
54	LENOIR	25,666	0	25,666	2,763	0	0	28,429	0	28,429
55	LINCOLN	58,039	0	58,039	4,824	0	0	62,863	0	62,863
56	MACON	33,212	0	33,212	2,655	0	0	35,867	0	35,867
57	MADISON	25,660	0	25,660	3,598	0	0	29,258	0	29,258
58	MARTIN	9,644	0	9,644	2,978	0	0	12,622	0	12,622
59	MCDOWELL	200,005	0	200,005	4,204	0	0	204,209	0	204,209
60	MECKLENBURG	450,030	0	450,030	37,069	0	0	487,099	0	487,099
61	MITCHELL	15,826	0	15,826	3,302	0	0	19,128	0	19,128
62	MONTGOMERY	17,677	0	17,677	2,184	0	0	19,861	0	19,861
63	MOORE	46,279	0	46,279	2,089	0	0	48,368	0	48,368
64	NASH	75,546	0	75,546	3,315	0	0	78,861	0	78,861
65	NEW HANOVER	534,200	0	534,200	18,549	0	0	552,749	0	552,749
66	NORTHAMPTON	10,375	0	10,375	1,591	0	0	11,966	0	11,966
67	ONSLOW	151,139	0	151,139	11,720	0	0	162,859	0	162,859
68	ORANGE	254,359	0	254,359	5,928	0	0	260,287	0	260,287
69	PAMLICO	37,734	0	37,734	1,618	0	0	39,352	0	39,352
70	PASQUOTANK	19,368	0	19,368	1,497	0	0	20,865	0	20,865
71	PENDER	33,028	0	33,028	3,248	0	0	36,276	0	36,276
72	PERQUIMANS	3,066	0	3,066	742	0	0	3,808	0	3,808
73	PERSON	41,370	0	41,370	4,460	0	0	45,830	0	45,830
74	PITT	150,908	0	150,908	7,935	0	0	158,843	0	158,843
75	POLK	22,974	0	22,974	2,359	0	0	25,333	0	25,333
76	RANDOLPH	222,301	0	222,301	7,881	0	0	230,182	0	230,182
77	RICHMOND	193,601	0	193,601	1,887	0	0	195,488	0	195,488
78	ROBESON	242,482	0	242,482	14,629	0	0	257,111	0	257,111
79	ROCKINGHAM	58,046	0	58,046	9,134	0	0	67,180	0	67,180
80	ROWAN	226,293	0	226,293	7,666	0	0	233,959	0	233,959
81	RUTHERFORD	302,816	0	302,816	6,103	0	0	308,919	0	308,919
82	SAMPSON	34,714	0	34,714	7,598	0	0	42,312	0	42,312
83	SCOTLAND	21,178	0	21,178	2,035	0	0	23,213	0	23,213
84	STANLY	67,063	0	67,063	1,860	0	0	68,923	0	68,923
85	STOKES	99,507	0	99,507	4,258	0	0	103,765	0	103,765
86	SURRY	33,786	0	33,786	4,379	0	0	38,165	0	38,165
87	SWAIN	10,498	0	10,498	1,901	0	0	12,399	0	12,399
88	TRANSYLVANIA	90,356	0	90,356	2,790	0	0	93,146	0	93,146
89	TYRRELL	574	0	574	554	0	0	1,128	0	1,128
90	UNION	47,636	0	47,636	5,012	0	0	52,648	0	52,648
91	VANCE	37,188	0	37,188	3,571	0	0	40,759	0	40,759
92	WAKE	346,214	0	346,214	44,126	0	0	390,340	0	390,340
93	WARREN	10,505	0	10,505	998	0	0	11,503	0	11,503
94	WASHINGTON	5,932	0	5,932	1,079	0	0	7,011	0	7,011
95	WATAUGA	14,254	0	14,254	3,046	0	0	17,300	0	17,300
96	WAYNE	102,551	0	102,551	4,824	0	0	107,375	0	107,375
97	WILKES	58,122	0	58,122	11,114	0	0	69,236	0	69,236
98	WILSON	67,184	0	67,184	3,719	0	0	70,903	0	70,903
99	YADKIN	19,716	0	19,716	3,544	0	0	23,260	0	23,260
100	YANCEY	18,505	0	18,505	2,184	0	0	20,689	0	20,689
150	Jackson Indian	0	0	0	0	0	0	0	0	0
187	Swain Indian	0	0	0	0	0	0	0	0	0
	Total	9,412,391	0	9,412,391	603,580	0	0	10,015,971	0	10,015,971

Org code: 11453831 WORK FIRST BLK GRT REVENUE
 Object code: 431062 TANF CPS/FC/ADOPTION
 Project code:

Type: R
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5140 DSS - PUBLIC ASSISTANCE
 Department 5300 DSS ADMINISTRATION
 Division 5312 CHILDREN SERVICES
 Program 5383 WORK FIRST BLOCK GRANT
 Activity 331 FEDERAL FUNDING
 Type 4 REVENUES

Full description: TANF CPS/FC/ADOPTION Short desc: TANF CPS/F
 Reference Acct:

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	-226,293.00
02	.00	.00	.00	.00
03	-132,722.86	.00	.00	.00
04	-64,684.20	.00	.00	.00
05	-28,063.35	.00	.00	.00
06	-822.67	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-226,293.08	.00	.00	-226,293.00

Actual (Memo)	Original Budget	Budget Tranfr In	Budget Tranfr Out	Carry Fwd Budget	Carry Fwd Bud Tfr	Revised Budget	Inceptn Orig Bud	Inceptn Revsd Bud
-226,293.08	-226,293.08	.00	.00	.00	.00	-226,293.00	.00	.00
-226,293.08	-226,293.08	.00	.00	.00	.00	-226,293.00	.00	.00
100.00	100.00	.00	.00	.00	.00	-226,293.00	.00	.00
.00	.00	.00	.00	.00	.00	-226,293.00	.00	.00
.00	.00	.00	.00	.00	.00	-226,293.00	.00	.00
-226,293.00	-226,293.00	.00	.00	.00	.00	-226,293.00	.00	.00
.00	.00	.00	.00	.00	.00	-226,293.00	.00	.00

233,959. +
 226,293. -
 7,666. *

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

ROWAN COUNTY WATER INFRASTRUCTURE CAPITAL PROJECTS ORDINANCE

Be it ordained by the Rowan County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Projects Ordinance is hereby adopted.

Section 1. This project consists of the planning, design and construction of potable water infrastructure into the northeastern area of Rowan County for the public health and safety of County citizens and economic development opportunities.

Section 2. The following revenue is available for the project:

Contributions – Duke Energy Carolinas	\$ 5,310,000
Transfer from the General Fund	<u>500,000</u>
Total Revenues	<u>\$ 5,810,000</u>

Section 3. The following amounts are appropriated for the project:

Engineering Fees	\$ 479,000
Easement Acquisitions	45,000
Construction Costs	<u>5,286,000</u>
Total Appropriations	<u>\$ 5,810,000</u>

Section 4. The Finance Department is hereby directed to maintain a Capital Projects Budget with sufficient detailed accounting records as to comply with G.S. 159-28, Budgetary Accounting for Appropriations.

Section 5. Copies of the Capital Projects Ordinance shall be made available to the County Manager and Finance Director for direction in carrying out this project.

Adopted this the 15th day of May, 2017.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST

Carolyn Barger, MMC, NCMCC
Clerk to the Board/Assistant to the County Manager

Equal Opportunity Employer



recycled paper

Item	Material	Unit	Qty	Unit Cost	Extended Cost
Main					
1	6-inch C-900 PVC Pipe	LF	34,300	\$ 7.00	\$ 240,100
2	6-inch Tee	EA	10	\$ 850	\$ 8,500
3	6-inch Gate Valve w/ Box (assume three at every tee and one per 5,000 LF)	EA	40	\$ 750	\$ 30,000
4	6-inch Misc Fittings (Assume 2 fittings per appurtenance plus 1 fitting per 1000 LF pipe times 80% per fitting)	LB	9,200	\$ 4.00	\$ 36,800
5	Automatic Flushing Devices	EA	5	\$ 8,000	\$ 40,000
6	2-inch Blow-off Assembly	EA	4	\$ 850	\$ 3,400
7	Fire Hydrant	EA	0	\$ 6,000	\$ 0
8	1-inch Air Release Valve and Manhole (at highpoints in main)	EA	7	\$ 2,200	\$ 15,400
Subtotal Materials/Equipment:					
Installation (% of Material/Equipment):					
9	Clearing & Grubbing		30%	\$	\$ 112,300
10	Excavation and Backfilling for Trench	LF	34,300	\$ 3.50	\$ 120,100
11	Pipe Bedding Material (167' Stone - assumed for 25% of pipe)	LF	34,300	\$ 18.00	\$ 617,400
12	Railroad Crossing (Casing, Piping, Spiders and Installation)	CY	800	\$ 35.00	\$ 28,000
13	Rural Road Crossing for Main (Casing, Piping, Spiders and Installation)	EA	0	\$ 50,000	\$ 0
14	Erosion Control Measures (Silt Fence/Check Dams based on feet of pipe)	EA	9	\$ 20,000	\$ 180,000
15	Testing, Disinfection, Clean Up, Seed and Mulch (Assume: 25-ft impacted area)	LF	34,300	\$ 4.50	\$ 154,400
16	Connection to Existing Waterline	LF	34,300	\$ 8.50	\$ 291,600
17	Traffic Control	EA	1	\$ 5,000	\$ 5,000
		LS	1	\$ 70,000	\$ 70,000
Services Connections/Lines					
18	2-inch PVC Pipe	LF	11,500	\$ 4.75	\$ 54,700
19	3/4-inch PVC Pipe	LF	14,100	\$ 3.00	\$ 42,300
20	Misc Fittings for Service Connections (valves, fittings, etc.)	EA	183	\$ 150	\$ 27,500
Subtotal Materials/Equipment:					
Installation (% of Material/Equipment):					
21	2-inch Services Taps, Meters, Meter Boxes and Misc. Connections to Main Line	EA	13	\$ 6,120	\$ 79,600
22	3/4-inch Services Taps, Meters, Meter Boxes and Misc. Connections to Main Line	EA	170	\$ 3,000	\$ 510,000
23	Road Crossing for Services - (Jetting/bore, Casing, and Installation)	EA	47	\$ 1,500	\$ 70,500
24	Excavation and Backfilling for Service Trench	LF	25,600	\$ 10.00	\$ 256,000
25	Flush, Clean Up, Seed and Mulch (Assume: 5-ft impacted area)	LF	25,600	\$ 4.00	\$ 102,400
SUBTOTAL \$ 3,134,000					
Sub-Total					
FOB Allowance (% of Material/Equipment):					
Renovation Allowance (% of Material/Equipment):					
Sub-Total					
Contractor Overhead and Profit:					
Contractor General Conditions:					
Sub-Total:					
Contingency:					
Sub-Total:					
Design, Bid Phase, and Construction Phase Engineering Services					
Easements Acquisition (Permanent)					
TOTAL ESTIMATED CAPITAL COST: \$ 5,310,000					

Increase diameter of portion of water line
500,000
\$5,810,000

- Notes:
- 1.) Fire Hydrants were not included as fire flow is not needed for potable water service.
 - 2.) Renovation Allowance to account for private property refurbishment (signs, fences, etc.)
 - 3.) Number of Service Taps taken from field evaluation and property records.
 - 4.) Permanent Easement Acquisition based on 50% of average area property tax value.
 - 5.) Temporary easements are not included in this estimate.
 - 6.) No significant rock excavation, water crossings, wetlands, or other abnormal working environment included.
 - 7.) Opinion of Probable Cost; cost may vary depending upon escalation at time of construction.
 - 8.) Piping footage may change with final design.

**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: County Manager Aaron Church
DATE: May 9, 2017
SUBJECT: Receive FY 2017-18 Proposed Budget and Schedule Public Hearing for Proposed Budget

The County Manager will present the FY 2017-18 proposed budget on May 15, 2017.

Last year on the first Monday in June, the Board chose the following schedule with regards to the proposed budget:

- Budget work session at 12:00 p.m.
- Regular board meeting at 3:00 p.m. followed by a recess to 5:30 p.m.
- Reconvene and conduct a public hearing regarding the proposed budget at 5:30 p.m.

The Board is asked to consider its preferences for holding a budget work session and public hearing for the proposed budget. The Board may also wish to consider approval of the following rules for the public hearing:

1. The length of comment for each speaker will be limited to 3 minutes to address the Board.
2. The comments shall be restricted to the subject of the hearing as advertised.
3. All speakers should address the Board in a civil and courteous manner.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

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: May 8, 2017
SUBJECT: For Attorney-Client Privileged Communication Pertaining to Pending Litigation Regarding the ACLU Lawsuit

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication pertaining to the pending litigation regarding the ACLU lawsuit.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available