



ROWAN COUNTY COMMISSION AGENDA
February 18, 2019 - 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: February 4, 2019

1 Consider Approval of Consent Agenda

- A. Adoption of 2019 Jail Health Plan
- B. Tax Refunds for Approval
- C. Schedule Public Hearing for March 4, 2019 for Z 01-19
- D. Schedule Public Hearing for Z 02-19 for March 4, 2019
- E. Schedule Public Hearing for Z 04-19 for March 4, 2019
- F. Schedule Public Hearing for Z 08-18 for March 4, 2019
- G. Schedule Public Hearing for PDS 01-14 Amendment for March 4, 2019
- H. Schedule Public Hearing for Hidden View Ln. Road Name Request
- I. Set Public Hearing to Consider Financing Proposals for Kannapolis City Schools' Capital Projects
- J. Approval to Award Contract for Radio Communications Consultant
- K. Talbert, Bright & Ellington Contract - Tree Clearing at Airport

L. Rifenburg Construction - Tree Clearing at Airport

- 2 Public Comment Period
- 3 Update From Smart Start Regarding Special Reading Program
- 4 Financial Report
- 5 Budget Amendment
- 6 Board Appointments
- 7 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: February 11, 2019
SUBJECT: Consider Approval of the Minutes: February 4, 2019

ATTACHMENTS:

Description

February 4, 2019 Minutes

Upload Date

2/11/2019

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**

February 4, 2019 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

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

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

Absent: Greg Edds, Chairman

County Manager Aaron Church, Clerk to the Board Carolyn Barger, and Assistant County Manager/Finance Director Leslie Heidrick were present. County Attorney Jay Dees was absent from the Commission Meeting as the result of an offsite hearing.

Vice-Chairman Greene convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

There were no additions to the agenda.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

- Commissioner Klusman mentioned February 4, 2019 was World Cancer Day. Commissioner Klusman felt most people had someone they cared about that had been affected by cancer. Commissioner Klusman asked

Equal Opportunity Employer



recycled paper

everyone to take a moment to think about the person in their life that had struggled or was still struggling with cancer.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the January 18, 2019 and January 22, 2019 Commission Meetings passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. First Amendment to South Tec Aviation, LLC Limited FBO Agreement
- B. Second Reading of ZTA 03-18: Campgrounds and RV Parks
- C. Request to Apply for the Paul LeBlanc Memorial Police Dog Donation Program
- D. Moratorium Ordinance for Campgrounds and RV Parks: Consider Termination
- E. Ridge Mechanical Contract – Justice Center Air Handlers Replacement
- F. ThyssenKrupp Elevator Contract – Elevator Maintenance
- G. Request to Apply For the Blanche and Julian Robertson Family Foundation, Inc.
- H. Purchase Order for Replacement of Pier at Dan Nicholas Park
- I. Purchase of Six Vans for Rowan Transit System
- J. Purchase of Track Loader for Environmental Management
- K. Sponsor NC Department of Transportation Meeting at Transportation Museum

2. SPECIAL RECOGNITION

Emergency Services Chief Chris Soliz said he normally did not like to keep secrets; however, keeping this particular secret had been worthwhile for the special recognition about to occur. Chief Soliz asked called Frank Thomason, retired Chief of Emergency Services, to join him up front.

Chief Soliz continued by saying Mr. Thomason had been his predecessor with a long career in Rowan County as a leader and a director. Chief Soliz said awhile back the Board of Commissioners had given Mr. Thomason some well-deserved recognition upon his retirement.

Chief Soliz said one last piece of recognition the Commissioners wished to deliver was to dedicate EMS Station 89 located in Rockwell in Mr. Thomason's honor. The Station would be named the Frank Thomason EMS Station 89. A rendering of the Station with the signage was revealed.

A round of applause and standing ovation followed the surprise announcement.

Commissioner Klusman thanked Mr. Thomason for his service. Commissioner Klusman shared personal appreciation for the welcome and friendship Mr. Thomason had offered when she became a Commissioner. Commissioner Klusman thanked Mr. Thomason and expressed hope he was enjoying retirement.

Commissioner Caskey thanked Mr. Thomason for his example of great leadership and the supervisory experience he had provided. Commissioner Caskey described Mr. Thomason as a good person and the kind of person others in the emergency services field could look up to. Commissioner Caskey said the naming of the Station was a small token for all the good Mr. Thomason had done for the County.

Commissioner Pierce said Mr. Thomason had prepped Emergency Services to run smoothly after his retirement. Commissioner Pierce said he knew Chief Soliz, as well as the community, was appreciative for Mr. Thomason's past leadership and for the team of people that had been put together to provide emergency services.

Vice-Chairman Greene said Mr. Thomason had been a great asset to the Commissioners and volunteer fire departments. Commissioner Greene said Mr. Thomason had been instrumental in getting Station 89 built. Vice-Chairman Greene expressed appreciation for Mr. Thomason and he, too, expressed hope Mr. Thomason was enjoying retirement.

Mr. Thomason thanked the Commissioners for their comments. Mr. Thomason added the recognition had come as a great surprise and he was more than honored. Mr. Thomason described himself as the luckiest person on planet to have had the opportunity to serve and even more so in his own hometown.

Mr. Thomason received another round of applause and standing ovation.

Vice-Chairman Greene announced the Board was working on dates for a dedication ceremony for the Frank Thomason EMS Station 89.

3. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. The following individual came forward:

- Ronnie Smith spoke regarding the Rowan County Vietnam Veterans Memorial (Memorial) and the fact that a location for the memorial had been found.

With no one else wishing to address the Board, Chairman Edds closed the Public Comment Period.

4. CONSIDER APPROVAL OF BUDGET AMENDMENTS

Finance Director Leslie Heidrick presented the following budget amendments for the Board's consideration:

- Health Department – To increase revenue and expenditures per Agreement Addendum with Women's and Children's Health Section/Children and Youth Branch - \$4,700
- Rowan Transit – To bring FY19-5310 Urban Transportation City of Concord Grant to actual allocations - \$17,809
- Finance – To appropriate fund balance and expenditures in the Risk Management Fund for payment of attorney's fees - \$235,000

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

5. CONSIDER APPROVAL OF BOARD APPOINTMENTS

BOSTIAN HEIGHTS VOLUNTEER FIRE DEPARTMENT-FIRE COMMISSIONERS

There are 3 vacancies and the following applications were submitted:

- Larry "Randall" St. Clair- for reappointment
- Randall Faggart- for reappointment
- Jody Burleyson

If appointed, each would serve a 2-year term beginning February 4, 2019 and ending January 31, 2021.

Commissioner Pierce moved the reappointment of Mr. St. Clair and Mr. Faggart, as well as the appointment of Jody Burleyson. The motion seconded by Commissioner Caskey and passed unanimously (4-0).

CENTRALINA ECONOMIC DEVELOPMENT COMMISSION

David Post's term as a Private Sector Member, was set to expire on February 28, 2019 and Rod Crider applied to fill the upcoming vacancy. If appointed, Mr. Crider would serve a 3-year term beginning March 1, 2019 and ending February 28, 2022.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to appoint Rod Crider passed unanimously (4-0).

HISTORIC LANDMARKS COMMISSION

Ms. Patricia Beck's term as an At-Large Member expired on January 31, 2019. Ms. Beck has continued her service to this Commission, and if reappointed, would serve a 3-year term retroactive to February 1, 2019 and ending January 31, 2022.

Commissioner Pierce moved to reappoint Patricia Beck. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

There is one additional at-Large vacancy, and Mr. William Kepley applied. If appointed, Mr. Kepley would serve a 3-year term beginning February 4, 2019 and ending January 31, 2022.

Commissioner Pierce moved to appoint William Kepley. The motion was followed by a second from Commissioner Klusman and passed unanimously (4-0).

TOWN OF FAITH PLANNING BOARD ETJ

There is one Alternate vacancy, and Cynthia Ehrman applied. If appointed, Ms. Ehrman would serve a 2-year term beginning February 4, 2019 and ending January 31, 2021.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to appoint Cynthia Ehrman passed unanimously (4-0).

TOWN OF ROCKWELL PLANNING BOARD ETJ

There is one At-Large Vacancy, and Jereme Linker applied. If appointed, Mr. Linker would serve a 3-year term beginning February 4, 2019, and ending January 31, 2022.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to appoint Jereme Linker passed unanimously (4-0).

6. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:20 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Captain G.M. Hannold
DATE: February 11, 2019
SUBJECT: Adoption of 2019 Jail Health Plan

ATTACHMENTS:

Description

2019 Jail Health Plan

Upload Date

2/11/2019

Type

Cover Memo



OFFICE OF THE SHERIFF
COUNTY OF ROWAN
232 NORTH MAIN STREET
SALISBURY, NORTH CAROLINA 28144



KEVIN L. AUTEN
SHERIFF

PHONE (704) 216-8700
FAX (704) 216-8674

February 4, 2019
Rowan County Board of Commissioners,

According to North Carolina General Statutes Chapter 153A, Article 10, 153A-225 the governing body must adopt the Jail Health Plan. I have attached a copy of the 2019 Jail Health Plan which has been signed by the Rowan County Sheriff and the Rowan County Health Director. There are no significant changes from last years Jail Health Plan. Please utilize the sheet provided for your signatures. Thank you for your consideration in this matter.

Respectfully,

Captain G. M. Hannold
Rowan County Jail Administrator

DETENTION CENTER
PHONE (704) 216-8770
FAX (704) 216-8731
JAIL ANNEX (704) 216-7900

LANDIS OFFICE
PHONE (704) 216-8742
FAX (704) 857-3640

WWW.ROWANSHERIFF.ORG



and that, in event of emergency, such as fire, illness, assaults by other prisoners, or otherwise, the prisoners can be protected. These personnel shall supervise prisoners closely enough to maintain safe custody and control and to be at all times informed of the prisoners' general health and emergency medical needs.

(b) In a medical emergency, the custodial personnel shall secure emergency medical care from a licensed physician according to the unit's plan for medical care. If a physician designated in the plan is not available, the personnel shall secure medical services from any licensed physician who is available. The unit operating the facility shall pay the cost of emergency medical services unless the inmate has third-party insurance, in which case the third-party insurer shall be the initial payor and the medical provider shall bill the third-party insurer. The county shall only be liable for costs not reimbursed by the third-party insurer, in which event the county may recover from the inmate the cost of the non-reimbursed medical services.

(c) If a person violates any provision of this section, he is guilty of a Class 1 misdemeanor. (1967, c. 581, s. 2; 1973, c. 822, s. 1; 1993, c. 510, c. 539, s. 1061; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 153A-225. Medical care of prisoners.

(a) Each unit that operates a local confinement facility shall develop a plan for providing medical care for prisoners in the facility. The plan:

- (1) Shall be designed to protect the health and welfare of the prisoners and to avoid the spread of contagious disease;
- (2) Shall provide for medical supervision of prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare;
- (3) Shall provide for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases; and
- (4) May utilize Medicaid coverage for inpatient hospitalization or for any other Medicaid services allowable for eligible prisoners, provided that the plan includes a reimbursement process which pays to the State the State portion of the costs, including the costs of the services provided and any administrative costs directly related to the services to be reimbursed, to the State's Medicaid program.

The unit shall develop the plan in consultation with appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. The plan must be approved by the local or district health director after consultation with the area mental health, developmental disabilities, and substance abuse authority, if it is adequate to protect the health and welfare of the prisoners. Upon a determination that the plan is adequate to protect the health and welfare of the prisoners, the plan must be adopted by the governing body.

As a part of its plan, each unit may establish fees of not more than twenty dollars (\$20.00) per incident for the provision of nonemergency medical care to prisoners and a fee of not more than ten dollars (\$10.00) for a 30-day supply or less of a prescription drug. In establishing fees pursuant to this section, each unit shall establish a procedure for waiving fees for indigent prisoners.

(b) If a prisoner in the custody of a local confinement facility dies, the medical examiner and the coroner shall be notified immediately, regardless of the physical location



OFFICE OF THE SHERIFF
COUNTY OF ROWAN
232 NORTH MAIN STREET
SALISBURY, NORTH CAROLINA 28144



KEVIN L. AUTEN
SHERIFF

PHONE (704) 216-8700
FAX (704) 216-8674

February 4, 2019

Pertaining to the 2019 Rowan County Jail Health Plan:

Our signatures below represent our adoption of the 2019 Rowan County Jail Health Plan as presented to us on February 4, 2019.

Chairman Gregory Edds

Vice Chairman Jim Greene

Commissioner Craig Pierce

Commissioner Judy Klusman

Commissioner Mike Caskey Jr.

DETENTION CENTER
PHONE (704) 216-8770
FAX (704) 216-8731
JAIL ANNEX (704) 216-7900

WWW.ROWANSHERIFF.ORG

LANDIS OFFICE
PHONE (704) 216-8742
FAX (704) 857-3640



Rowan County Jail

Jail Health Plan

The compliance with this Jail Health Plan is the joint responsibility of the **Rowan County Health Department**, the **Rowan County Sheriff**, and **Southern Health Partners, Inc.**, the contracted provider of care to the inmates of the **Rowan County Jail**, hereinafter referred to as **Southern Health Partners, Inc. (SHP)**.

It is understood **Southern Health Partners, Inc.** has specific Policies and Procedures for inmate health services on-site within the medical unit. These policies and procedures can be reviewed by the **Rowan County Health Department Director** and the **Rowan County Sheriff** at any time.

Receiving Screening

Upon the arrival of each inmate at the **Rowan County Jail**, a preliminary health assessment (Receiving Screening) will be performed by correctional officers.

At a minimum, the assessment will include the following:

1. Documentation of current illnesses and health problems including medications taken and special health requirements.
2. Documentation of mental health problems, dental problems and allergies.
3. Behavior observation, including state of consciousness, mental status, appearance, conduct, tremors, sweating.
4. Inquiry into use of alcohol and other drugs, including types, methods, date/time last taken and problems arising out of use.
5. Notation of body deformities and ease of movement.
6. Observation of persistent cough or lethargy as well as an inquiry to unintentional weight loss, night sweats and known exposure to TB.
7. Inquiry as in known communicable diseases including Sexually transmitted disease.
8. Condition of skin including, trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
9. Status classification to succinctly identify the inmate's health status.
10. Referral of the inmate for emergency health services or additional health services, as may be necessary.

If as a result of the receiving screening it is apparent that an inmate requires medical attention, then the inmate will immediately be referred for treatment. The appropriate level of treatment (i.e. treatment in-house by a member of the professional health services staff or referral to a hospital or other community-based health service) should be made after a thorough evaluation of the inmate's condition.

Health care standards require that information regarding access to health care services be communicated orally and in writing to inmates upon their arrival at the correctional facility. To meet these standards, SHP will use notices, printed in both English and Spanish. These will be posted in the Intake area advising them of how to access the health care delivery system, in addition to the verbal and written/documented notification which is provided at booking.

Daily Triaging of Complaints

In order to ensure that inmate health problems and requests are addressed promptly, appropriately and efficiently, we use a structured triage procedure, proven effective in other correctional settings.

Our Medical Director (Physician and/or Physician Assistant or Nurse Practitioner under supervision by a Physician) always oversees the triage system that is followed by all health care personnel. This ensures that the inmates receive the appropriate level of care and that their complaints are properly processed and resolved.

Inmates have the ability to access the triage system by submitting a health care request form. These requests are received and processed daily by the health care staff, and as a first step in the triage system the inmate is then seen by a member of the professional nursing staff and appropriate treatment is administered within the scope of the Nurse Practice Act. Those inmates requiring a higher level of service will be referred to the physician, physician assistant, or other appropriate professional practitioner in a timely manner.

If the Physician or other practitioner determines that the inmate's medical needs are more extensive or specialized than can be addressed within the facility's health care program, an appropriate referral to outside medical services will be provided.

Sick call must be conducted on-site by a physician, nurse practitioner or a physician assistant under the direction of a physician. The majority of inmates to be seen by the physician will have been screened as part of the formal triage system. However, this will not preclude an inmate who had not been triaged or who has a sudden or acute problem, from seeing the physician during the time the physician is on-site at the facility.

Appropriate documentation will be recorded and maintained for all inmates seen at sick call. This information will be incorporated into the inmate's medical record as appropriate. An inmate's medical record will contain appropriate entries completely documenting each sick call encounter (i.e., an inmate's specific health request, the assessment of the health care professional who saw the inmate, the prescribed treatment plan, and any follow-up encounters). This will ensure that all inmates' health requests are promptly and properly handled, documented, and followed through to a satisfactory resolution.

Special Medical Program

We will provide all special health care services required including, but not limited to, care for inmates who are chronically or terminally ill, physically handicapped, developmentally disabled or inmates with special mental health needs or convalescing inmates. Individual treatment plans will be developed for all chronically ill, terminally ill and convalescing inmates. Examples of chronic illness include diabetes, hypertension, asthma and epilepsy. Convalescing inmates include those recovering from fractures, inpatient surgical procedures, and hepatitis and other communicable diseases. The type of treatment will be determined by the needs of the individual inmate, but may include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Each treatment plan will be initiated by the physician and will be detailed in the individual's medical record.

We will keep a list of inmates with special needs and maintain schedules for medical treatment in accordance with our established protocols for each illness. For example, daily blood sugars are obtained on all diabetics receiving insulin, Dilantin levels are monitored monthly on epileptic inmates, and blood pressure evaluations are performed as clinically indicated on inmates receiving anti-hypertensive drugs.

Medical determination of a tendency towards suicide or a history of seizures will result in the inmate being assigned to quarters that have close supervision.

We realize that communicable diseases, such as tuberculosis (TB), HIV and hepatitis require special attention in inmate populations. We have developed an Infection Control Program that incorporates education, diagnosis and treatment of inmates. Screening for TB and/or HIV occurs at time of intake, if conditions indicate that such testing is necessary.

Neither North Carolina nor Federal laws specifically require HIV testing upon request; however we feel that the most prudent course to take would be to make testing available but limit it by leaving the decision to the medical staff.

Data supports that our inmate population has a higher than usual incidence of Sexually transmitted disease. This is addressed in the medical intake screening and then in more depth upon the History & Physical. If at the time of intake, the H&P or any time complaints of that nature is offered, we will then initiate testing and or treatment.

Our Infection Control Program includes, but is not limited to:

1. Surveillance procedures to detect inmates with infectious and communicable diseases, appropriate immunizations to prevent these diseases and proper treatment and care for inmates with these diseases.
2. The decontamination of medical equipment and proper disposal of sharps and medical bio-hazardous waste used by the medical staff, or determined by the medical staff to be considered bio-hazardous waste.
3. Strict adherence to universal precautions by health care workers to prevent exposure to blood-borne pathogens.
4. Notifying the Local county health department of suspected/confirmed cases of all STD, TB, HIV, Hepatitis, Listeria, E-coli, MRSA, as well as other disease reportable according to the NC Administrative Code 10A NCAC 41A.0101 and .0102 criteria.

We will also dispose of all medically-related infectious and hazardous waste in accordance with all state and federal regulations. We follow and assure compliance with Occupational Health and Safety Administration (OSHA) guidelines for infection control procedures.

Pharmaceuticals and Medical Supplies

An agreement has been set in place to order all prescribed medications from a contracted pharmacy vendor. Any STAT medications may be ordered from a local pharmacy provider. STAT medications are classified as medications which need to be started immediately and a supply of such medications is not currently on-site within the medical unit. The pharmacy vendor will supply the SHP Formulary and ordering

sheets to the facility for the placement of orders. All orders received before 3:00 p.m. EST, will be shipped out for next day delivery.

SHP shall comply with all applicable state and federal regulations regarding the prescribing, dispensing, administering, and procuring of pharmaceuticals. All employees must review the ordering procedures for pharmaceuticals. No medications will be ordered without a physician's order. All re-orders must be approved through the physician also. Medications are prescribed only when clinically indicated, not for disciplinary purposes.

All pharmaceuticals must be stored appropriately, in accordance with their storage instructions (i.e. refrigeration, etc.). Security storage (under lock and key) must be maintained for all prescribed medications. Only the nurse and health services staff will have access to the medications. If applicable, a key may be given to security in case of emergencies. All narcotics are to be kept under separate lock and key from other medications.

Application I for the registration to comply with the North Carolina Controlled Substance Act will be submitted. The N.C. Department of Health and Human Services (NC DHHS) then schedules an onsite inspection and evaluation. NC DHHS will notify the Jail of the requirements that they must implement to be granted permission.

The nurse and Medical Director as needed should perform a periodic review of all pharmacy orders. A narcotic count must be performed on a regular basis and the nurse and/or physician should review all reports. Copies of all count sheets are to be kept on file for review and/or audit.

All expired pharmaceuticals must be destroyed accordingly. The pharmacy vendor will perform this service on a quarterly basis, or sooner if needed. The nurse must call the pharmacy directly to schedule this service when needed. Also, a Sharps Count log must be kept by all nursing staff. All count sheet logs must be kept on-file for review and/or audit.

Diabetic inmates may be allowed to draw and administer their own insulin under the supervision of a health care staff member, and/or under security's approval.

All pharmaceuticals will be maintained in the medication room and only personnel authorized to give medications will have access to this area. The medication room area will be locked at all times and only authorized personnel will have keys.

The pharmacist will be responsible to select all generic equivalent drug products used in the correctional facility. All drug products utilized will be those of certified Food and Drug Administration approved manufacturers. In addition, the pharmacy vendor will conform to all federal laws, State statutes, and the state Board of Pharmacy regulations concerning drug products.

All drug recalls will be the responsibility of the pharmacist. Collection and return of recalled drugs will be the pharmacists' responsibility at the dispensing level and the nurse's responsibility, upon notification, at the drug administrator level.

All outdated, unused, deteriorated drugs will be the responsibility of the pharmacist to return and destroy during their quarterly inspections. Control substances returned or otherwise destroyed will be in compliance with federal and state regulations.

The pharmacy vendor according to the State Pharmacy Law shall label all prescriptions. Each prescription will contain the following information:

1. Name and address of the dispensing pharmacy;
2. Serial number of the prescription;
3. Date of the prescription;
4. Name of the prescriber;
5. Name of patient;
6. Name and strength of the drug;
7. The generic name of the drug, even if the generic drug is unavailable to dispense or even if the substitution of a generic drug is not authorized;
8. Directions for use;
9. Appropriate cautionary statements;
10. "Filled by" or "Dispensed by" with the name of the dispensing pharmacist, which must include at a minimum, the first initial and full last name of the dispensing pharmacist;
11. If the dispensed drug is a "tranquilizer or sedative" it should bear the warning "The consumption of alcoholic beverages while on this medication can be harmful to your Health" if the prescriber so directs on the prescription;
12. If the prescription is dispensed in a container other than the manufacturer's original container, a discard date, which shall be the earlier of one year from the date dispensed or the manufacturer's date, whichever is earlier;
13. If the prescription is dispensed in the manufacturer's original container, the label must not obscure the expiration date and storage statement.

All floor stock shall be reviewed and authorized by the Medical Director. Floor stock will be issued as non-prescription floor stock, prescription floor stock, and emergency floor stock drugs. Only persons authorized to prescribe within the state where the facility is located may order floor stock to be kept within the medical unit.

Emergency Medical, Dental, and Mental Health

Emergency Medical

Certain members of the professional health care staff, including the physician, will have twenty-four (24) hour on-call responsibility for any emergency that may arise. In the event of an emergency or in response to any medical need, the nursing on-call staff must be called and will immediately respond by telephone to work with security staff to evaluate the inmate. Other appropriate medical personnel will be notified if necessary. The inmate will be transferred to a hospital emergency room for further treatment, if clinically indicated and agreed to by the SHP on-call medical authority.

When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

However in the event where the correctional officer feels that the services of EMS is required, and the medical staff is not present to address the situation then the correctional officer should make provisions for emergency transport without the hesitation of notifying the medical staff.

Dental Care

Dental treatment shall be provided according to an established treatment plan/order, and based on

established priorities. Consultation with the dentist and/or dental specialist will be available. Dental treatment will be scheduled on an as needed basis, for the earliest appointment time available. Medical staff should notify the dentist of requested treatment in advance of services being performed.

The Medical Director will review all prescriptions for approval. Any substitutions for prescribed narcotics/medications should be confirmed with the Dentist, but may be changed by the Medical Director to conform to the Jail policy (limits on narcotics, etc.).

Mental health and chemical dependency withdrawal

Inmates reporting the use of alcohol, opiates, stimulants, sedatives, hypnotic drugs, or other substances will be evaluated for their degree of reliance upon and potential for withdrawal from these substances and possible intoxication or overdose. Upon completion of the screening process, patients indicating such uses must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening intoxication or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Detox inmates must be monitored on a consistent basis and all findings documented in his/her medical record. Documentation of the patient's status during detoxification is very important and must be reviewed by all medical staff members in order to maintain patient care while incarcerated.

Detox inmates may be referred to the designated mental health provider or a local program for assessment regarding dependency issues.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director to determine appropriate withdrawal treatment plans to be used.

Medical staff will verify a patient's history and medication prior to inception of services. The physician will review the information and make referrals as appropriate.

Treatment services may include on-site and/or off-site crisis intervention. Not all treatments include the prescribing of psychotropic medications. Crisis intervention is to be initiated if patient is a threat to them self and/or others.

Pregnant Inmates

All verified and confirmed pregnant inmates will be referred to the designated prenatal clinician who can

provide obstetric services including regular prenatal care, medical exams, activity level advice, safety precautions, nutrition guidance and counseling. The inmate will be prescribed prenatal vitamins while incarcerated and applicable laboratory and diagnostic testing will be performed.

The Jail Administrator must be notified of the inmate's pregnancy and on-going treatment. Corrections Officers should be alerted to the inmate's due date as it approaches and she should be under close observation around that time.

Medical staff will document the inmate's previous health history and other births. Outside specialty clinic visits will also be documented and noted in the patient's chart, along with services rendered noted in the file. Medical staff must utilize the Pregnancy Flow Sheet to monitor the pregnancy. The Medical Director should review the flow sheet on a consistent basis, maybe at the established chronic clinics reviews.

Pregnant inmates needing obstetric services will be referred to the local County Health Department. The Health Department's contracted providers determine if they will accept inmate for services. Also, contract providers may discharge a client from care with documented cause and notification.

The designated mental health provider may be asked to participate in the treatment plan regarding the patient. Issues which may be discussed are any psychotropic medications needs and/or depression the patient may experience due to separation from the baby after the birth.

Medical Records

All medical records will be kept in the medical unit or, if inactive, in a secure place accessible to medical personnel for a period of seven years. The Jail Administrator should be consulted as to the space needed for the storage of inactive files.

All medical encounters will be entered into the medical record using a narrative, pathways, or S.O.A.P. format. The medical record will contain the following elements and all laboratory reports, consult reports, discharge summaries, and diagnostic studies will be reviewed and initialed by the physician before placement in the medical record:

1. Master Problem List (if a chronic condition patient);
2. Receiving Screening form;
3. Admission Data/History and Physical Assessment form;
4. Physicians' Orders form;
5. Progress Notes;
6. Laboratory studies; Diagnostic studies; Dental records;
7. Psychiatric and psychological reports;
8. Consultant's reports; x-ray reports;
9. Medication Administration Records;
10. Consent forms; Discharges summaries;
11. Release of Responsibility and Authorization for Release of Information Forms;
12. Sick Call Request forms;
13. Specialized treatments plans;

14. All other relevant and medically related materials;
15. Transfer forms

When an inmate is re-incarcerated, the prior record, if one exists, will be reactivated and reviewed by the medical staff. The inmate will have one (1) medical record that contains a record of all medical services that are rendered.

All forms must be signed and dated appropriately.

Confidentiality of Health Records

HIPAA regulations apply to any protected health information such as information that concerns a person's social security number, date of birth, physical or mental health, healthcare, or payment information that could be used to identify an individual. Disclosure of such information is prohibited. While individuals are in a correctional institution, SHP can use or disclosure an inmate's protected health information to the medical unit of another correctional institution for the following reasons:

1. Health and safety of the inmate or other inmates;
2. Health and safety of the correctional institution's personnel;
3. Health and safety of those personnel responsible for transporting or transferring of inmates;
4. Law enforcement on the institution's premises;
5. The administration and maintenance of the safety, security, and good order of the institution.

N.C.G.S 130A-143 contains strict confidentiality language about reportable communicable diseases. The public health regulations allow a local health department director to notify the sheriff if a detention inmate has certain communicable diseases. This regulation excludes HIV infection and AIDS. The disease must represent a significant threat to the public health. Per N.C.G.S. 130A-145, all information and records that identify person who has the AIDS virus infection or who has or may have a disease or condition required to be reported pursuant to the provisions of this Article shall be strictly confidential and shall not be released or made public except under the circumstances listed in the Article.

Further, if an inmate has escaped from custody, HIPAA does not restrict the use or disclosure of an inmate's medication information. In such situations, the correctional institution may use or disclose the inmate's personal medical information as long as that use or disclosure is consistent with applicable laws and standards of ethics.

The inmate's medical record is considered confidential and may not be shared with unauthorized individuals or agencies without the inmate's written consent. Training will be extended to all staff during orientation about the importance of maintaining medical confidentiality.

Confidentiality Specific to HIV infection and AIDS

1. Any information and records, especially medical records that might identify an inmate as HIV infected, will be kept strictly confidential. This confidentiality reflects North Carolina's Law. Federal courts have recognized that inmates retain the right to privacy that protects against the disclosure of sensitive medical information.
2. Jail medical staff only under the following circumstances may release the inmates HIV status:

- a. Release is made to health care personnel who are providing care to this inmate.
- b. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
- c. Release is made pursuant to a subpoena or court order.
- d. Release is made to the Physician of a person exposed to the inmate's potentially infectious body fluid, upon receipt of proper consent under law.

Note: If an exposed officer learns from the Jail physician or private physician that an inmate is HIV infected, he or she must keep that information strictly confidential. The reason for telling the officer is to permit effective treatment and counseling. It is a misdemeanor if the officer discloses this information to another officer.

One exception to the confidentiality law is N.C.G.S. 53A-222 which allows inspectors with the Jail and detention branch to see an inmate's medical record unless the inmate objects in writing. Before inspectors may review the inmate's record, the inmate must be informed in writing of his right to object.

Another exception is the reporting of certain documented diseases pursuant to 10A NCAC 41A.0101 and 10A NCAC 41A.0102. This "Reporting of communicable disease" statute defines what is reportable, who is responsible to report as well as a timeframe for reporting. These guidelines will be adhered to by the jail medical organization (SHP).

Privacy

All medical evaluations and services are to be performed in as much privacy, with respect to security issues, as possible. The discretion is with the Medical Director, physician, or nurse providing the service.

Security personnel may be present if the patient poses a probable risk to the safety of the medical staff or others. Instruction on maintaining confidentiality is given to security staff that observes or hears health encounters. When cell side triage is required, medical staff must take extra precautions to promote private communication with the inmate.

Handling of Intoxicated Inmates

Upon completion of the screening process, patients indicating use of intoxicating substances must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening detoxification or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director for appropriate withdrawal treatment plans to be used.

Training for Officers

Training programs should be provided by a Jail training coordinator or through programs funded by the county or state (depending upon the facility resources). All training programs provided by SHP must be documented and the Jail training coordinator will keep attendance rosters.

Upon request by the Jail Administrator, SHP in a joint effort along with the local health department (if available) and other available entities will provide the following training:

1. First Aid;
2. Suicide Prevention;
3. CPR;
4. Screening Techniques;
5. Health Referrals;
6. Medication Administration;
7. Recognizing chronic conditions/illnesses;
8. Signs and Symptoms of Mental Illness;
9. Universal Precautions;
10. Confidentiality (HIPAA);
11. Infectious Diseases – AIDS, MRSA, TB

The nurse should participate in the on-going training program currently set-up through the facility, whenever available to do so.

Transporting inmates to outside sources for medical care

The transportation officer will be notified by medical personnel when an inmate is scheduled for an appointment outside the Jail. Security staff will plan the transportation. Medical staff will not inform the inmate of the date or time of the appointment. When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

Medical Co-Pay

The medical staff is not to benefit in any way from the co-pay system. The nurse who is triaging or treating the inmate is to only complete the forms necessary to provide information for an inmate's account to be charged.

Continuity of Care

Upon an inmate's admission into the Jail, every effort must be made to obtain information concerning previous and/or current treatment plans. Record request forms may be sent to the inmate's treating physician for inclusion into inmate's current medical file at the Jail. The Medical Director must be made aware of the medical records upon arrival, for his/her review as well.

All medications must be verified before their continuance. All verifications (or inability to verify) must be noted within the patient's chart. Once medications have been verified, the Medical Director may give a verbal order (if not on-site) to continue the medications until the next scheduled physician sick call, based upon the inmate's compliance prior to incarceration and present condition. Identified long-term and/or serious chronic conditions must be referred to the Physician for referrals or follow-up clinic visits as needed.

All pregnant inmates will be placed on pre-natal services for referral to a local OB/GYN clinic or the local County health department. Those pregnant inmates exhibiting serious conditions may be referred to the hospital for assessment.

All ordered tests and/or consults are completed in a timely manner. The Medical Director must sign all outpatient service discharge summaries as evidence of review. If changes in treatment are necessary, the changes must be noted and clinical justification for an alternative treatment plan is noted.

Health Assessment

All history and physical data will be obtained by medical staff and recorded on an Admission Data History and Physical Exam form. The medical staff will review the Receiving Screening form and confirm all information, as well as ask for any additional medical history information that may not have been noted upon admission. The medical staff must verify previous history, and document such verification and/or non-verification.

Within 14 calendar days of arrival into the Jail, the inmate will receive a full health assessment by SHP medical staff. A recording of inmate's current weight, height, blood pressure reading, and temperature and pulse rate will be noted on the Assessment form. Female inmates will be given a pregnancy test if their situation deems possible pregnancy and/or upon request.

The medical staff will use the H&P Assessment form to document the findings of the client's physical exam. Inmates with a chronic condition will be screened and questioned specifically about their condition. Chronic care inmates will be referred to the physician's chronic care clinic for an initial assessment and treatment plan as well.

Other lab and/or diagnostic testing may be required based on information received from the inmate and documented on the Receiving Screening or Assessment form. Physician's orders must be obtained for the testing.

An inmate, who has been re-admitted into the Jail and had a documented health assessment within the previous 12 months, need not be re-examined unless changes in inmate's health have been noted upon admission.

An inmate has the right to refuse a health assessment. Please refer to the policy Right to Refuse Treatment. If an inmate refuses a TB test, the inmate must be placed in isolation for precautionary measures, as TB is an infectious disease. Medical staff should monitor inmate until the TB testing is completed. Depending upon the reasons for the inmate's refusal, the Medical Director and/or mental health staff may be advised to speak with the inmate about his/her concerns.

All history and physical exam records must be referred to the Medical Director for review and sign-off.

Grievance Procedure

Upon receipt of an inmate's grievance, the nurse will review the information presented and speak with the inmate about the problem and possible resolution. All information about the conversation should be documented on the grievance form and returned to the Jail Administrator as to response. A copy should be filed in a file labeled "Inmate Grievance Reports" in the medical office. All responses to inmate grievances must be timely and based on principles of adequate and prudent medical care.

Correctional officers will provide grievance forms to inmates upon their request. The inmate will give the completed form to a correctional officer who then gives the form to the medical staff for resolution.

An incident report may accompany a copy of the grievance if submitted to the SHP corporate office. If the corporate office needs to be involved in the resolution of the problem, communication with the nurse, as well as a review of the applicable records and/or other information will begin. The nurse should notify the corporate office of the need for involvement.

After the grievance has been resolved, the Jail Administrator should be notified as to the resolution.

If the inmate does not agree with the resolution, an appeal may be filed citing additional information. The nurse and Jail Administrator will once again review this appeal grievance, with a copy forwarded to the corporate office for resolution. All appeals must be sent to the corporate office for review.

Collection of DNA

In keeping in compliance with the Session law 2003-376 House Bill 79, the nurse or member of the Jail health team will provide the phlebotomy service for the collection of the DNA samples that are specific to meeting the requirements mandated by the state of North Carolina. The House Bill does not address the issue of obtaining DNA for the use of forensic investigation, for which no member of the Jail medical team is to participate. The Jail medical team is only to provide the services of phlebotomy and under no circumstances should be involved with the record keeping, finger printing and transport of the specimen. The location and time of the phlebotomy service will be established in agreement with both the duty officers and the medical team member. The phlebotomy procedure is never to interfere with the health care provider's responsibility to deliver health care services to the inmates of the facility.

This Jail Health Plan is hereby adopted as of 2-4-19 by the **Rowan County Health Director** and by the **Rowan County Sheriff** department.


Rowan County Sheriff

Date: 02/01/19


Rowan County Health Director

Date: 2-4-19

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: Casey Robinson, Tax Collection Specialist
DATE: February 6, 2019
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
January 2019 Tax Refunds	2/6/2019	Cover Memo
December 2018 VTS Refunds	2/6/2019	Cover Memo

ENTERED
2/21/19

2/22/19

JANUARY 2019 TAX REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	TRANS #	REFUND
ADKINS SHON	NA	33 CRESTVIEW AVE	NA	VAUXHALL	NJ	07088-0000	WILDWOOD DR	893455	2.74
ALLEN NANCY YVETTE	NA	217 EPHRAIM DR	NA	SALISBURY	NC	28144-8831	1990 HOND 45 ACCORD EX	892116	109.30
AMERICAN HOMES OF ROCKWELL INC	ATTN JOHN L MCCOMBS	7890 US HWY 52	NA	SALISBURY	NC	28146-8706	SECT SCH K10 CLASS EQ ASM# 00	890030	136.23
AMERICAS TOP AUTO INC	NA	1206 N CANNON BLVD	NA	KANNAPOLIS	NC	28083-0000	1204 N CANNON BLVD	884673	7.68
ARRINGTON DANIEL & WF	ARRINGTON MELISSA	365D EARNHARDT RD	NA	ROCKWELL	NC	28138-0000	GLENWOOD ST	895444	2.51
ATKINSON JOHN ANDREW & WF	ATKINSON BETTY BROOKS	730 ROCK LN	NA	CHINA GROVE	NC	28023-8461	730 ROCK LN	881886	1.32
BARBEE JACK FRED	NA	1375 CAMPBELL RD	NA	WOODLEAF	NC	27054-9454	SECT SCH A8 CLASS EQ ASM# 00	886740	144.50
BARBEE JACK FRED	NA	1375 CAMPBELL RD	NA	WOODLEAF	NC	27054-9454	1375 CAMPBELL RD	886799	911.20
BARE MIRANDA WAGNER	BARE JODY ALLEN	835 POWELL RD	NA	WOODLEAF	NC	27054-9663	885 POWELL RD	884967	296.74
BARNHARDT MARY RUTH CASHION	NA	3755 PATTERSON RD	NA	CHINA GROVE	NC	28023-7738	PATTERSON RD	889695	17.56
BARNHARDT VICKIE R	NA	220 ROWAN MILLS RD	NA	SALISBURY	NC	28147	220 ROWAN MILL RD	882117	80.24
BARRINGER BETTY F	NA	7640 BRINGLE FERRY RD	NA	SALISBURY	NC	28146-9513	7640 BRINGLE FERRY RD	885507	311.32
BARRINGER MELVIN L & WF	BARRINGER NANCY H	2010 LIBERTY RD	NA	GOLD HILL	NC	28071-7618	2010 LIBERTY RD	889917	5.88
BASINGER MARIE	NA	13673 NE 144TH AVE	NA	WALDO	FL	32694-4040	1603 CHAPMAN AV	889657	22.27
BAYVIEW LOAN SERVICING	JPMORGAN CHASE	7300 CORPORATE CENTER DR	SUITE 404	MIAMI	FL	33126	524 3RD ST	887815	10.56
BEAVER C STEVE	NA	122 BACK ACRES LN	NA	KANNAPOLIS	NC	28081-5527	0000 FORD RANGER AR635	892053	11.99
BEAVER HELEN H	NA	105 W 20TH ST	NA	KANNAPOLIS	NC	28081-2347	105 W 20TH ST	887405	298.42
BEAVER LONNIE CLYDE &	BEAVER SARAH K	220 BEAVER LOOP	NA	CHINA GROVE	NC	28023-0000	BEAVER LOOP	882087	3.48
BECK JEFFERY ALLEN	NA	755 GIN RD	NA	GOLD HILL	NC	28071-6677	1997 JOHNSON O/B	890085	1.68
BELK O N & WF	BELK PATSY P	345 FRENCH BELK RD	NA	MOUNT ULLA	NC	28125-8755	345 FRENCH BELK RD	884838	310.11
BENNETT JOYCE R	NA	4234 MONTICELLO AVE	NA	BRONX	NY	10466-2112	RICE ST	886663	36.19
BENNETT SAMUEL SHAN	NA	PO BOX 822	NA	SUMMERFIELD	NC	27358-0822	HEWITT RD	888799	10.00
BETHAMY HOLDINGS LLC	NA	160 SCOTSDALE DR	NA	SALISBURY	NC	28146-0000	N SALISBURY AV	892425	2.67
BILES ANDREW & WF	BILES BRITTANY	PO BOX 69	NA	LANDIS	NC	28088-0000	1015 RED OAK DR	891761	103.87
BLACKWOOD IDOLA M	NA	270 ERNEST MILLER RD	NA	SALISBURY	NC	28147-9447	270 ERNEST MILLER RD	885634	1.15
BOST HELEN ELLIS	%DOROTHY SCOTT	PO BOX 172	NA	CLEVELAND	NC	27013-0172	104 N BREVARD ST	895479	2.36
BOSTIAN CLAUDINE A	BOSTIAN JACK L	155 BOSTIAN OAKS LN	NA	KANNAPOLIS	NC	28081-7344	2540 JOYCE ST	883343	5.00
BOWMAN TERRY SCOTT & WF	BOWMAN PAMELA	4970 S MAIN ST	NA	SALISBURY	NC	28147-9388	1986 OAKWOOD 00014 00072	882917	7.75
BOWYER LARRY C	NA	1604 STATESVILLE BLVD	NA	SALISBURY	NC	28144-2250	1604 STATESVILLE BLVD	890505	78.18
BOYD BOBBY LOUIS & WF	BOYD ANIS M	460 TROXLER RD	NA	ROCKWELL	NC	28138-9729	TROXLER RD	884888	418.46
BOYD SHAWN LEE	NA	1108 GRACEBROOK DR	NA	SALISBURY	NC	28147	2014 LOAD PERMTAG AC89815	883011	45.04
BRADY CLIFFORD PHILLIP II	NA	575 BUD BRADY DR	NA	GOLD HILL	NC	28071-0053	575 BUD BRADY DR	893544	16.77
BRAWLEY MARK EDWARD	BRAWLEY PLUMBING	265 CENTENARY CHURCH RD	NA	MOUNT ULLA	NC	28125-8711	2008 CAON AE79977	891023	411.77
BROGAN LILY K	NA	425 E BANK ST	NA	SALISBURY	NC	28144-0000	425 E BANK ST	895706	5.20
BRONSON LEE AMON	NA	82 GOODMAN DR	NA	SALISBURY	NC	28147-0000	82 GOODMAN DR	890453	13.88
BROWN ARTHUR	NA	109 MAPLE ST	NA	CLEVELAND	NC	27013	CLASS SP ASM# 000	887996	203.85
BROWN LINDA G	NA	8210 BRETON WAY	NA	HARRISBURG	NC	28075-3605	44 HILL ST	892793	2.39
BROWN PLEASANT ARTHUR	NA	PO BOX 226	NA	CLEVELAND	NC	27013-0226	CLASS SP ASM# 000	885068	50.96
BRYANT RICHARD CAMERON	NA	575 MILLER RD	NA	CHINA GROVE	NC	28023-9340	575 MILLER RD	889638	10.96
BULLARD WILLIAM L	NA	1735 W NC 152 HWY	NA	CHINA GROVE	NC	28023-6728	2008 PREMIER MARINE	882641	66.20
BURGESS JON MARK	BURGESS RHONDA	2425 EAGLE ST	NA	KANNAPOLIS	NC	28081-8891	1973 DILL PERMTAG AE52849	885066	2.45
BURRIER TERRENCE W JR &	BURRIER BRANDI	1910 BRINGLE FERRY RD	NA	SALISBURY	NC	28146-0000	1899 BANKETT AV	889334	186.40
CAMPBELL MILLENT R	NA	113 TALLWOOD DR	NA	HARTSDALE	NY	10530-0000	325 KNIGHT FARM RD	890897	153.00
CARTER JOHNNIE DARRYL & WF	CARTER KAREN BOST	7013 GOLD HILL RD	NA	CONCORD	NC	28025	1305 OLIVER RD	895169	1.35
CASCADE	NA	PO BOX 613703	NA	MEMPHIS	TN	38101	1425 DEER CREEK DR	885354	6.93
CAUDLE CURTIS L & WF	CAUDLE KATHY H	1524 OLD LAWYERS RD	NA	MARSHVILLE	NC	28103-0000	407 HEILIG AV	891795	44.86
CHEEK MILDRED A	NA	134 SPICEWOOD LN	NA	SALISBURY	NC	28147-8897	4805 OLD CONCORD RD	884945	166.16
CHILDERS DOROTHY EMELINE HEIRS	NA	% JEFFREY E CHILDERS	902 CAROLYN AVE	KANNAPOLIS	NC	28083-0000	902 CAROLYN AV	890443	21.00
CLARY RANDALL GUY II	NA	370 OLD HOUSE RD	NA	MOUNT ULLA	NC	28125-8805	OLD HOUSE RD	890452	1.03
COOK JASON RAY & WF	COOK HOLLIE MOSER	1075 FOGGY HOLLOW RD	NA	SALISBURY	NC	28146	2016 BOMBARDIER SEADOO JSK	889390	3.80
COOPER MICHAEL G & WF	COOPER LAURA D	741 EDEN ROCK RD	NA	LEWISVILLE	NC	27023-0000	920 PANTHER POINT RD	890318	48.90
CORRIHER TED ALFRED	NA	970 CORRIHER SPRINGS RD	NA	CHINA GROVE	NC	28023-8773	970 CORRIHER SPRINGS RD	884781	1781.19

Sonya Adams Collections Manager

(318)

Batch 8496

COXEY ROBERT ALVIN & WF	COXEY SANDRA H	3180 THIRD CREEK CHURCH RD	NA	CLEVELAND	NC	27013-9283	WESTFIELD DR	890457	9.67
CRESS KELLY REID	CRESS HAZEL N	620 RAINEY RD	NA	SALISBURY	NC	28146-8973	620 RAINEY RD	881717	1.39
CRONIN CHRISTINE	NA	4850 FAITH TRAILS	NA	CONCORD	NC	28025	475 N FISHERMANS LN	883464	214.25
CRUMP MILDRED	NA	713 W RICE ST	NA	LANDIS	NC	28088-1654	1160 PARTEE DR	890435	6.19
CUMMINGS QUINCY ALLEN	NA	4270 MILLER RD	NA	SALISBURY	NC	28147-7632	4280 MILLER RD	884829	618.40
DAGGETT KATRINA ANN	DAGGETT WILLIAM WAYNE	113 S MERIAH ST	NA	LANDIS	NC	28088-1217	113 S MERIAH ST	890309	16.20
DAVIS JAKE TERRY	NA	455 PLAYGROUND LN	NA	SALISBURY	NC	28146-2524	1986 SUNT PERM TAG AAS2831	884111	262.48
DERAK INC	NA	330 GIBSON POND WAY	NA	LEXINGTON	NC	27295	SECT SCH G8 CLASS EQ ASM# 00	888142	5433.14
DIEHL FREDERICK L & WF	DIEHL LORI ANN	10309 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138-8402	1972 FLEETWOOD 00012 00060	882873	167.85
DLOUHY JAMES D & WF	DLOUHY DENISE J	1415 DUNNS MOUNTAIN RD	NA	SALISBURY	NC	28146	2002 BBQ PERMTAG AB73953	894044	19.22
DOGWOOD CREEK LAND HLDINGS LLC	NA	3250 OCEAN PARK BLVD STE 355	NA	SANTA MONICA	CA	90405-0000	ORGAN CHURCH RD	890236	3011.47
DOUGLAS RONALD &	DICKERSON ROBBIE STARNES	865 LAKESHORE RD	NA	MARTIN	GA	30557-0000	269 STARNES FARM RD	886343	216.44
DUNN TERESA P	NA	1660 EARNHARDT RD	NA	SALISBURY	NC	28146-2274	1998 CHEV TK	892248	2.39
DWIGHT A KOLLOCK LLC	% DWIGHT A KOLLOCK	1470 SELLS RD	NA	SALISBURY	NC	28144	2010 INTL IRP TAG PRO MP2919	888323	170.31
DYDO DAVID W & WF	DYDO SUSAN E	1581 BERRY HILL DR	NA	NORWOOD	NC	28128	EMERALD BAY DR	882796	2.21
EARNHARDT AMY JEANNE H	NA	181 SHUMAC LN	NA	SALISBURY	NC	28146-6609	202 SHUMAC LN	892814	133.94
EARNHARDT TOMMY R & WF	EARNHARDT JILL C	702 FRONTIER CIR	NA	CHINA GROVE	NC	28023-9489	1976 MERCURY O/B	881937	1.47
EDDINGER KEVIN	NA	201 RUDOLPH RD	NA	SALISBURY	NC	28146-0000	116 N MAIN ST	886881	1.20
EDWARDS MACI MICHELLE	NA	501 W COUNCIL ST	NA	SALISBURY	NC	28144-4213	501 W COUNCIL ST	890339	19.05
EFIRD BENNER J	NA	2720 GRACE CHURCH RD	NA	SALISBURY	NC	28147-0000	267 CALEB DR	889444	72.27
EFIRD BENNER JACOB	NA	2720 GRACE CHURCH RD	NA	SALISBURY	NC	28147	2015 SOGA PERM TAG AE79793	889443	1.35
ELLER BILL C & WF	ELLER FAYE H	715 S MAIN ST	NA	LANDIS	NC	28088-1721	1062 ARROWHEAD CIR	882436	1.89
ELLER COURTNEY &	ELLER JUSTIN	505 BUD LN	NA	CHINA GROVE	NC	28023-0000	E NC 152 HWY	889385	1.90
EMMETT JAMES G & WF	EMMETT LESLIE D F	310 CAMELOT RD	NA	SALISBURY	NC	28147-8933	310 CAMELOT RD	884675	4.07
ERVIN FRED JUNIOR	NA	380 MACKWOOD RD	NA	MOORESVILLE	NC	28115-7825	ERVIN FARM RD	881316	12.41
ESTES DAKOTA JAMES	NA	8570 HILLCREST DR	NA	ROCKWELL	NC	28138		893467	183.25
EVANS SCOTT P	NA	653 SEVEN OAKS RD	NA	BOONE	NC	28607	ROLLING ACRES DR	890702	5.00
FARRAR RICHARD G	NA	165 FOREST MEADOW LN	NA	SALISBURY	NC	28144-0000	173 FOREST MEADOW LN	882663	53.73
FINK CLAUDE B & WF	FINK FRANCES D	5906 RICKERHILL LN	NA	AUSTIN	TX	78739-1613	755 EARNHARDT RD	890355	16.53
FISHER PAUL E	MR. OR MRS.	202 S FULTON ST	NA	SALISBURY	NC	28144-4845	PROVIDENCE CHURCH RD	887880	382.85
FOOD LION LLC	ATTN: REAL ESTATE DEPT	PO BOX 1330	NA	SALISBURY	NC	28145-1330	E NC 152 HWY	882587	4616.96
FOSTER DAVID RAY & WF	FOSTER CHARLENE REECE	330 PINEYWOOD ST	NA	CHINA GROVE	NC	28023-8625	2015 CARN PERM TAG AE52854	884871	7.10
FOUTZ BILLY LEE	NA	1501 WINDSOR ST NE	NA	LENOIR	NC	28645-4700	SECT SCH U10 CLASS EQ ASM# 00	888153	342.41
FREE TIMOTHY M & WF	FREE PATRICIA M	735 BEE TREE RD	NA	SALISBURY	NC	28146-1388	735 BEE TREE RD	881334	3.13
FREEMAN DEBRA LOUISE	NA	2345 E NC 152 HWY	NA	CHINA GROVE	NC	28023	1987 ZIMMER 00014 00060	889052	1.63
FREEMAN DONALD WILSON	NA	4840 MOOSE RD	NA	CHINA GROVE	NC	28023-5606	1982 CHEV CAMARO	892230	7.26
GAGNE PAUL EMILE JR	NA	804 RED LIGHTHOUSE LN	NA	WILMINGTON	NC	28412	1982 CHAPARRAL	892233	32.57
GALLOWAY DARLENE	NA	109 VANCE ALLEN AVE	NA	ROCKWELL	NC	28138-9063	109 VANCE ALLEN AV	888911	4.25
GARMON JOHN R & WF	GARMON DEBBIE F	585 GARMON RD	NA	CHINA GROVE	NC	28023-8615	585 GARMON RD	881398	16.45
GARY LATON LLC	NA	PO BOX 1129	NA	CONCORD	NC	28025-1129	KIMBALL ST	882475	156.27
GARY LATON LLC	NA	PO BOX 1129	NA	CONCORD	NC	28025-1129	KIMBALL ST	882475	235.60
GASKILL SCOTT A & WF	GASKILL KAREN B	1255 GLENFIELD DR	NA	SALISBURY	NC	28147-8069	1255 GLENFIELD DR	882564	137.77
GEIGER GREER L	NA	7720 KINROSS DR	NA	OAK RIDGE	NC	27310-9609	421 MAHALEY AV	894071	1134.44
GENTRY KENNETH MONROE	NA	1008 FAIRMONT AVE	NA	SALISBURY	NC	28144-6165	2013 HOME CHART VAL AC29731	894983	30.04
GEORGE ARNOLD EURIEL	NA	PO BOX 52693	NA	DURHAM	NC	27717-2693	CHILDERS RD	886740	1.52
GILLESPIE WILLIE MAE BARNETT	NA	2908 VALE AVE	NA	KANNAPOLIS	NC	28081-2560	2908 VALE AV	894984	175.82
GLASS KIM RILEY	NA	235 POWDER BRANCH LN	NA	MOORESVILLE	NC	28115	POWDER BRANCH LN	890387	3.59
GODFREY VAUGHN ALLEN	NA	155 EXCEL DR	NA	KANNAPOLIS	NC	28081-7974	2015 LEON PERMTAG AD75351	893012	6.88
GONZALEZ MARIO	NA	1650 KETCHIE RD	NA	MOUNT ULLA	NC	28125-9624	1650 KETCHIE RD	890337	15.57
GOODMAN RANDY	NA	620 GOLD HILL DR	NA	SALISBURY	NC	28146	1989 INTL TR	893466	4.52
GOODNIGHTS GREENHOUSE	NA	605 SAW RD	NA	CHINA GROVE	NC	28023-8542	SAW RD	889131	919.31
GRANITE KNITWEAR	NA	PO BOX 498	NA	GRANITE QUARRY	NC	28072-0498	805 S SALISBURY AV	892227	1031.59
GRANITE KNITWEAR	NA	PO BOX 498	NA	GRANITE QUARRY	NC	28072-0498	US 52 HWY	892227	300.88
GRANT DARRELL LEE	NA	3875 NEEDMORE RD	NA	WOODLEAF	NC	27054	3875 NEEDMORE RD	893078	1.64
GREEN PATRICIA M	NA	7709 COUNTY RD 401	NA	ANDERSON	TX	77830	6450 WRIGHT RD	890062	1407.39

GREENE GAYSORN U T/A	GREENDALE TROPICAL FISH	6465 GOLDFISH RD	NA	KANNAPOLIS	NC	28083-8115	SECT SCH D10 CLASS EQ ASM# 00	888504	14.20
GREER GERALD D & WF	GREER DEBRA G	9170 CASTOR RD	NA	SALISBURY	NC	28146-9114	220 WAGON LN	882121	5.25
GREGORY PATRICIA PARKS	NA	229 ACKERT AVE	NA	SALISBURY	NC	28144-3105	229 ACKERT AV	887328	1.29
GRIER MICHAEL T & WF	GRIER DORETHA G	452 DRESDEN PL SW	NA	CONCORD	NC	28025-5507	601 E 23RD ST	888029	3.73
HABEEB MARK STEPHEN	HABEEB VALERIE BURKE	333 CAMELOT DR	NA	SALISBURY	NC	28144-9415	333 CAMELOT DR	888742	1.75
HALL DAVID NEWBERRY	NA	2955 HALL RD	NA	MOUNT ULLA	NC	28125-9673	2008 MAIN PERMTAG AZ51612	882539	10.00
HALL MICHAEL EARL	NA	122 MEADOW GLEN DR	NA	TROUTMAN	NC	28166	1988 THUNDERCRAFT	891660	189.82
HALYBURTON JOE N JR & WF	HALYBURTON STACY A	49 BARBEE RD SW	NA	CONCORD	NC	28027-0000	230 PEACEFUL LN	889306	217.01
HARGIS JUDY	% JUANITA COMER	127 MIDDLETON PL	NA	MOORESVILLE	NC	28117-9140	FAITH RD	890029	7.94
HARPER JEFFREY SCOTT	NA	614 WALTON RD	NA	SALISBURY	NC	28146-4711	2009 GAME	895081	17.82
HARRIS GEORGE N & WF	HARRIS ANGELA G	PO BOX 43	NA	SPENCER	NC	28159-0043	1120 HIDDEN HILL LN	881979	4.24
HARRISON LEVI S & WF	HARRISON EMILY	PO BOX 513	NA	GRANITE QUARRY	NC	28072-0000	2185 ST LUKES CHURCH RD	890385	10.60
HART LARRY & WF	HART JANE	1013 FOXGATE LN	NA	MOORESVILLE	NC	28115-7427	1013 FOXGATE LN	892241	125.00
HARVEY ELZENA W ETAL	NA	PO BOX 5010	NA	CONCORD	NC	28027-1500	3533 N CANNON BLVD	891383	175.90
HATFIELD CHRISTINE	NA	621 LOCHSHIRE LN	NA	WOODLEAF	NC	27054	1986 MERCURY	895724	14.68
HATFIELD CHRISTINE	NA	621 LOCHSHIRE LN	NA	WOODLEAF	NC	27054-0000	621 LOCHSHIRE LN	893905	67.67
HATHCOCK PHILLIP LAMAR	NA	220 LEIGH DR	NA	SALISBURY	NC	28147-8542	2007 CHEV BLS CP COBALT LS	893308	36.58
HATLEY MELODY HUNTER	NA	607 S VALLEY ST	NA	LANDIS	NC	28088-0000	607 S VALLEY ST	885276	4.05
HELMS JERRY N	NA	13008 GINOVANNI WAY	NA	MINT HILL	NC	28227-0000	ST STEPHENS CHURCH RD	885037	46.25
HIATT REBECCA J	NA	250 SCRUB PINE DR	NA	SALISBURY	NC	28146-2563	1976 DEROSA 00012 00072	890050	21.02
HODGE CATHY B	NA	1031 ADDERLY DR	NA	SALISBURY	NC	28146-9622	341 SHUPING MILL RD	883372	48.47
HODGES ANDREW C & WF	HODGES KRISTEN O	700 S FULTON ST	NA	SALISBURY	NC	28144-5342	700 S FULTON ST	890380	52.57
HOLSTEIN LINUS IVAL	NA	391 POOLE RD	NA	SALISBURY	NC	28146-1053	2006 YAMAHA	887968	16.19
HOLSTEIN LINUS IVAL	NA	391 POOLE RD	NA	SALISBURY	NC	28146-1053	2006 WESC PERM TAG AB88088	887978	3.52
HOLSTEIN LINUS IVAL	NA	391 POOLE RD	NA	SALISBURY	NC	28146-1053	2006 HOME PERMTAG	887982	21.94
HOLSTEIN LINUS IVAL	NA	391 POOLE RD	NA	SALISBURY	NC	28146-1053	2011 GAME PERMTAG	887992	39.20
HORNE TERRY LYNN	NA	240 LEIGH DR LOT 14	NA	SALISBURY	NC	28147-8542	1997 CLAYTON 00014 00076	895198	8.85
HORTON BRANTLY K	NA	5120 MT HOPE CHURCH RD	NA	SALISBURY	NC	28146-2333	1986 DIXIE	890315	12.57
HORTON JAMES LEE	NA	4035 SHERRILLS FORD RD	NA	SALISBURY	NC	28147-7002	1989 TRAIL PERMTAG AA22231	889853	3.44
HORTON JAMES LEE	NA	4035 SHERRILLS FORD RD	NA	SALISBURY	NC	28147-7002	2010 VOLK	889863	25.94
HUNTER CATRE STEELE	NA	3885 WOODLEAF BARBER RD	NA	CLEVELAND	NC	27013-9138	3885 WOODLEAF BARBER RD	886700	1.00
HUNTER CATRELIA STEELE	NA	3855 WOODLEAF BARBER RD	NA	CLEVELAND	NC	27013-9138	3855 WOODLEAF BARBER RD	884817	639.95
HUTCHISON CONNOR R JR	NA	12220 STATESVILLE BLVD	NA	CLEVELAND	NC	27013-9613	FOSTER RD	882470	89.01
JAIMES-CURIEL ISRAEL	NA	309 CEDAR VALLEY DR	NA	SALISBURY	NC	28147-8271	1994 OAKWOOD 00014 00076	895049	39.85
JC PROPERTY RENTALS LLC	NA	209 TRAPPERS RIDGE DR	NA	ROCKWELL	NC	28138-8572	210 SHINN ST	885560	823.05
JOHN MCGRAW	NA	53 SOARDING BIRD CT	NA	LAS VEGAS	NV	89135-0000	254 VILLAGE CREEK WAY	885256	201.87
JONES EDWIN RAY	NA	10210 WINDRIFT RD	NA	CHARLOTTE	NC	28215-8573	3100 CLERMONT AVE	893523	61.29
JORDAN JAMES STEPHENS	NA	707 E 23RD ST	NA	KANNAPOLIS	NC	28083-2623	707 E 23RD ST	889776	1.17
JOYNER CHRISTOPHER RAY	NA	6405 OLD CONCORD RD	NA	SALISBURY	NC	28146-9181	2000 EVINRUDE O/B	890353	32.26
KENNERLY MARIE C	NA	3390 BROWN RD	NA	MOUNT ULLA	NC	28125-9784	BROWN RD	890596	62.43
KEPLEY ROBERT	KEPLEY GINA M	135 STOLZ RD	NA	ROCKWELL	NC	28138-9536	135 STOLZ RD	891426	10.34
KESLER ELLEN MARIE	HANER JOSEPH MCFERRELL SR	3365 DUNNS MOUNTAIN RD	NA	SALISBURY	NC	28146-8049	3365 DUNNS MOUNTAIN RD	890310	16.80
KETNER THOMAS MICHAEL	NA	2824 IRVIN LN	NA	SUGAR GROVE	VA	24375-3233	960 PANTHER CREEK RD	882112	2.09
KEYS CONSTANCE ANN-HARTLEY	NA	PO BOX 775	NA	GRANITE QUARRY	NC	28072	1979 SUMMIT 00014 00072	885323	44.92
KIMBALL MARK LUTHER & WF	KIMBALL SARA MAE	621 DUCK DR	NA	CHINA GROVE	NC	28023-1702	621 DUCK DR	881357	2.47
KINCAID MARGIE STEWART	SIDES HELEN STEWART	PO BOX 19	NA	LANDIS	NC	28088-0019	CANNON FARM RD	890062	275.37
KISER TONYA	NA	3511 MARBURY RD	NA	CHARLOTTE	NC	28269-0157	3120 AMITY HILL RD	884573	65.34
KLUTTZ BRUCE HALL	NA	171 LADYBUG LN	NA	CLEVELAND	NC	27013-9318	2000 HARLEY-DAVIDSON LOW RIDER	888885	90.74
KLUTTZ LOGAN & WF	KLUTTZ LEIGHANA	125 KLUTTZ PROVIDENCE LN	NA	SALISBURY	NC	28147-0000	580 FIBER ACRES A ST	891118	833.75
KLUTTZ MICHAEL S & WF	KLUTTZ AMY L	114 TRAPPERS RIDGE DR	NA	ROCKWELL	NC	28138-8571	3023 RED ACRES RD	882475	62.36
KLUTTZ-ELLISON ROBIN M	NA	305 S LINK AVE	NA	SALISBURY	NC	28144-2526	1340 GOODSON RD	885900	13.25
KNOX JOHN BENJAMIN	NA	915 KNOX RD	NA	CLEVELAND	NC	27013-8821	915 KNOX RD	883217	1.12
KRIMINGER CYNTHIA PRESSON	NA	119 10TH ST	NA	SPENCER	NC	28159-2018	NEWPORT DR	893372	2.33
KURTZ JOSEPH ANTHONY	NA	690 GHEEN RD	NA	SALISBURY	NC	28147-9738	2005 INTE TL	895407	64.57
LAND GENITA RENEE	NA	15655 COOL SPRINGS RD	NA	CLEVELAND	NC	27013-8147	15655 COOL SPRINGS RD	883211	10.50

LANDIS BUSINESS PARK INC	% MR RONALD E WILHELM	913 SPRINKLER DR	NA	LANDIS	NC	28088-1931	1018 FRALEY ST	885038	968.89
LEAZER JOEL E	NA	PO BOX 315	NA	FAITH	NC	28041-0315	2005 DODG SRX 45 STRATUS SXT	894916	120.96
LEDDON PHILIP ALBERT II	LEDDON LORI JEAN	1107 CRUSE RD	NA	SALISBURY	NC	28146-8885	CHALICE CT	889664	3.26
LEDO FRED L	NA	PO BOX 213	NA	LANDIS	NC	28088-0213	303 BUFORD DR	891112	852.21
LEONARD MICHAEL W & WF	LEONARD SONYA RITA T	380 MAHAFFEY DR	NA	SALISBURY	NC	28146-6900	380 MAHAFFEY DR	881778	157.64
LIPE JOHN F JR & WF	LIPE MARGARET	228 SUDLEY CIR	NA	SALISBURY	NC	28144-2961	228 SUDLEY CIR	886753	7.81
LIPPARD ROBERT E & WF	LIPPARD BETTY L	3045 FAITH RD	NA	SALISBURY	NC	28146-7366	1973 FISHER 00012 00064	885423	351.65
LLEWELLYN SUSAN JESSICA	NA	401 E 21ST ST	NA	KANNAPOLIS	NC	28083-0000	401 E 21ST ST	889626	11.10
LLOYD ROBERT JAMES JR	NA	110 STONEYBROOK RD	NA	SALISBURY	NC	28147-8243	1981 EVINRUDE	895092	5.00
LOMAX JAMES S	NA	435 BLUE HERON RD	NA	SALISBURY	NC	28146	2003 MITZI SKIFFS	889878	24.39
LOMAX JAMES S	NA	435 BLUE HERON RD	NA	SALISBURY	NC	28146	2003 YAMAHA O/B	889883	15.41
LOPEZ ANDRES BERMUDEZ	NA	365 KNIGHT FARM RD	NA	CHINA GROVE	NC	28023	1996 OAKWOOD 00014 00066	894407	6.24
LOSZKO ANDREW & WF	LOSZKO LUCY V	2804 PENNSYLVANIA AVE	NA	KANNAPOLIS	NC	28083-0000	E 21ST ST	888794	33.92
LUDWICK MARK LEE	NA	815 LENTZ RD	NA	CHINA GROVE	NC	28023-8437	815 LENTZ RD	889114	60.00
LUDWIG DONNA	LUDWIG STAN	212 UNION ST N	NA	CONCORD	NC	28025-4736	213 S MAIN ST	890176	729.51
LUNSFORD LISA	NA	8580 MOORESVILLE RD	NA	CONCORD	NC	28027-8456	250 PLEASANT COVE RD	890427	17.22
LYERLY KATHERINE ELIZABETH	NA	6175 US HWY 52	NA	SALISBURY	NC	28146-8140	6175 US 52 HWY	884734	1.05
LYERLY ROBERT DOUGHTON JR	NA	9507 TALLWOOD DR	NA	INDIAN TRAIL	NC	28079-6530	MORGAN RD	888707	4.25
MAKO MARTIE MARSH	NA	516 W PEELER ST	NA	SALISBURY	NC	28146-7312	1995 KAWASAKI	890133	1.75
MAMBO GRILL & TAPAS LLC	MG LOUNGE	105 WHITNEY CT	NA	SALISBURY	NC	28146-8634	SECT SCH D10 CLASS EQ ASM# 00	892362	826.26
MARTIN RANDY LEN	NA	850 NC 152 E	NA	CHINA GROVE	NC	28023-8477	1994 YAMAHA	893461	1.10
MAXEY THOMAS R & WF	MAXEY ANNE L	1415 GLENFIELD DR	NA	SALISBURY	NC	28147-8070	1994 CHRIS CRAFT CONCEPT	895766	34.18
MAXWELL WALTER G	NA	400 KNOLLWOOD AVE	NA	SALISBURY	NC	28144-7597	1975 QUACHITA	893127	41.51
MAXWELL WALTER G & WF	MAXWELL SUSAN W	400 KNOLLWOOD AVE	NA	SALISBURY	NC	28144-7597	1975 QUACHITA	893460	6.89
MCCANLESS GOLF PROPERTIES LLC	MCCANLESS GOLF CLUB EQUIPMENT	3515 STOKES FERRY RD	NA	SALISBURY	NC	28146-2216	CLASS SP ASM# 000	890441	15.24
MCCLESKEY HERBERT A & WF	MCCLESKEY MARY J	209 BLUEFIELD DR	NA	CHINA GROVE	NC	28023-5750	209 BLUEFIELD DR	889394	4.99
MCCLUNG PHILIP MICHAEL JR	NA	1320 MEADOWBROOK CIR	NA	SALISBURY	NC	28144-2142	2017 TRIT PERMTAG AF39700	890383	1.73
MCCOMBS JOHN LANNY	NA	185 STONEY HEIGHTS DR	NA	SALISBURY	NC	28146-8760	1096 PERCY LN	890426	103.14
MCCRABEY GREG N & WF	MCCRABEY LORI L	210 CIMMARON CIR	NA	KANNAPOLIS	NC	28081-0000	210 CIMMARON CIR	886604	51.80
MCDERMOTT JOHN DEREK	NA	312 HICKORY LN	NA	SALISBURY	NC	28147-9291	312 HICKORY LN	881261	2.05
MCGRW JOHN	NA	53 SOARING BIRD CT	NA	LAS VEGAS	NV	89135-7866	254 VILLAGE CREEK WAY	889662	201.87
MCLAUGHLIN JERRY MAURICE	NA	163 WIGGINS RD	NA	MOORESVILLE	NC	28115-9391	2007 QUAL S/V AA88976	893293	43.02
MENNAIR JACQUELINE C	NA	7113 RUDISILL CT APT 2A	NA	WINDSOR MILL	MD	21244-0000	S SALISBURY AV	893434	24.86
MEACHAM WILLIAM FRANKLIN & WF	MEACHAM ANN M	1312 FAITH RD	NA	SALISBURY	NC	28146-7379	108 CRAWFORD ST	890032	10.00
MILAM KELLIE MICHELLE	NA	6845 N TURNER DR	NA	KANNAPOLIS	NC	28081-8105	6653 ROBERTS DR	886919	63.29
MILEM MICHAEL B	MILEM KIMBERLY B	7755 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138-7651	SECT SCH A10 CLASS EQ ASM# 00	893461	39.94
MILLER GLENN EUGENE	NA	406 PATTERSON ST	NA	CHINA GROVE	NC	28023-2038	2014 HYUN 4S	892464	136.90
MILLER JOSHUA ALBERT	NA	2425 OVERVIEW RD	NA	SALISBURY	NC	28147-7697	2002 POLARIS JSK	890028	4.10
MILLER LOUIS &	MILLER SHARON	210 CIMMARON CIR	NA	KANNAPOLIS	NC	28081-9507	210 CIMMARON CIR	886605	45.19
MILLER MARTIN DWIGHT	NA	2960 MILLER RD	NA	SALISBURY	NC	28147-7619	MILLER RD	888547	40.30
MILLS DELORES	NA	154 SOUTHWOOD DR	NA	STATESVILLE	NC	28677-2027	535 WESTEN ACRES DR	890183	161.98
MISENHEIMER DALE RAY	NA	4465 MOORESVILLE RD	NA	SALISBURY	NC	28147-7650	4465 MOORESVILLE RD	890376	14.36
MONNICH CARLA S	NA	300 W MARSH ST	NA	SALISBURY	NC	28144-5346	300 W MARSH ST	890201	709.71
MONNICH THEODORE F & WF	MONNICH CARLA S	300 W MARSH ST	NA	SALISBURY	NC	28144-5346	300 W MARSH ST	885024	13.27
MOORE DAVID ALLEN	NA	PO BOX 26	NA	WOODLEAF	NC	27054-0026	960 WOODLEAF BARBER RD	890081	49.94
MOORE STARLA	NA	904 E OVERTON DR	NA	AKRON	OH	44319-3305	928 OVAL ST	895059	20.64
MOORE SUE E	NA	PO BOX 26	NA	WOODLEAF	NC	27054-0026	1977 HUR	890081	29.92
MOOSE CHESTER A	NA	620 GOLD HILL AVE	NA	ROCKWELL	NC	28138	SECT SCH K10 CLASS FF ASM# 00	890083	3.56
MORGAN JONATHAN ALEXANDER	NA	402 FRONTIER CIR	NA	CHINA GROVE	NC	28023-9486	TIMBERFIELD TRL	889644	1.03
MORGAN MARK ANTHONY	NA	2620 FOSTER RD	NA	CLEVELAND	NC	27013-9451	1997 HOME PERMTAG AD84203	893075	45.00
MORGAN ROBERT LEE JR & WF	MORGAN KATIE H	118 N MILFORD DR	NA	SALISBURY	NC	28144-2149	118 N MILFORD DR	884838	173.28
MORNING STAR BAPT CH TRUSTEES	% KEITH EDWARDS	1035 AMITY HILL RD	NA	CLEVELAND	NC	27013-9234	YOUNG MOUNTAIN RD	895753	14.16
MORRIS RANDAL SCOT	NA	125 MORRIS HILL DR	NA	CHINA GROVE	NC	28023-6634	1968 FORD MUSTANG	888690	4.91
MOTLEY BROTHERS FARMS	NA	6331 CORL RD	NA	CONCORD	NC	28027-7428	OLD BEATTY FORD RD	890149	50.89
MYERS CHARLES M & WF	MYERS JUDY R	525 ROGER DR	NA	SALISBURY	NC	28147-8879	525 ROGER DR	889633	27.89

MYERS PAUL E	NA	4536 GILES AVE	NA	SHERRILLS FORD	NC	28673-0000	304 N DEPOT ST	891795	20.10
M2G AVIATION LLC	NA	4155 STATESVILLE BLVD	NA	SALISBURY	NC	28147	1978 CESSNA 152	890459	3.52
NOLT DAVID LAMAR	NA	345 RABBIT PATCH DR	NA	WOODLEAF	NC	27054-9203	1990 YAHAMA	888887	785.60
O P E INC	OUTDOOR POWER EQUIPMENT	ATTN RICHARD STARRETT	3242 S MAIN ST	SALISBURY	NC	28147-7906	2013 COT MLT YR TAG AC13630	889462	10.33
PARKER DAVID ALLEN	NA	320 PINE VALLEY RD	NA	SALISBURY	NC	28147-8049	320 PINE VALLEY RD	890529	7.92
PATTERSON CLARA MAE	NA	5708 DEER POND LN	NA	SUITLAND	MD	20746-0000	1301 JACKSON ST	886321	1.59
PATTERSON LIZZIE BASS	NA	129 3RD AVE	NA	CHINA GROVE	NC	28023-2351	129 3RD AV	888747	45.00
PENDERGRASS JOYCE FAYE	NA	401 STONE POST RD	NA	CHARLOTTE	NC	28217-5053	1319 KENSINGTON LN	883659	1.21
PENDLETON GARY M &	KENDRICK CAROL L	6725 LONGBROOK RD	NA	COLUMBIA	SC	29206-0000	255 GREEN ACRES PL	884440	4.54
PENNINGTON SUZANNE LUCAS	NA	75 CENTRAL AVE	NA	CHINA GROVE	NC	28023-2304	2004 HOME PERMTAG AC75062	888529	6.21
PHelps BARBARA OVERCASH	NA	350 SYLVESTER RD	NA	CHINA GROVE	NC	28023-8469	350 SYLVESTER RD	894947	1642.85
PIEDMONT BOTTLING & VENDING	INC	PO BOX 1629	NA	CONOVER	NC	28613-3003	SECT SCH N5 CLASS EQ ASM# 00	894824	33.68
PIEDMONT PROPERTIES INVESTORS	LLC	PO BOX 144	NA	FAITHBURY	NC	28041-0000	7440 US 52 HWY	881826	861.37
POWER BOBBY GENE JR	NA	2910 NC 152 E	NA	CHINA GROVE	NC	28023-9459	ED WEAVER RD	888894	3.00
PRICE CHARLES LESTER	NA	115 MCFIELD DR	NA	CHINA GROVE	NC	28023-6598	115 MCFIELD DR	888272	50.00
PROTECH MECHANICAL INC	NA	575 EDMISTON RD	NA	MOUNT ULLA	NC	28125-8746	575 EDMISTON RD	886758	5330.78
QUEEN CARLA	NA	1002 BRADFORD LN	NA	ARCHDALE	NC	27263-0000	750 GOLD KNOB RD	882577	1160.13
QUEEN SHANNON & WF	QUEEN CARLA TERESA	1002 BRADFORD LN	NA	ARCHDALE	NC	27263-0000	650 HENDRICKS RD	883316	1646.03
R W MOTORSPORTS INC	ATTM RICHARD WAUTERS	559 HEMMINGS PL NW	NA	CONCORD	NC	28027-6506	CLASS SP ASM# 000	889448	5.79
RANEY DANIEL E & WF	RANEY ROBIN D	2685 LIPE RD	NA	CHINA GROVE	NC	28023-9306	LIPE RD	892348	25.13
RANEY DANIEL E & WF	RANEY ROBIN D	2685 LIPE RD	NA	CHINA GROVE	NC	28023-9306	LIPE RD	892354	25.13
RANEY DANIEL E & WF	RANEY ROBIN D	2685 LIPE RD	NA	CHINA GROVE	NC	28023-9306	2705 LIPE RD	892359	25.13
RAPER LAUREN ELIZABETH	NA	209 11TH ST	NA	SPENCER	NC	28159-0000	2602 W C ST	892178	5.00
RAYFIELD HOYLE MICHAEL & WF	RAYFIELD PATSY KIDD	710 ROY CLINE RD	NA	ROCKWELL	NC	28138-6653	710 ROY CLINE RD	893445	7.82
REAMER RICHARD R	NA	131 N MAIN ST	NA	SALISBURY	NC	28144-4304	1996 EXXI PERM TAG AY97562	885203	1209.19
REID GARY GENE	NA	1000 FAIRWAY DR	NA	KANNAPOLIS	NC	28081-9365	1000 FAIRWAY DR	888561	10.00
RIDDLE RITA REX	NA	7050 SHERRILLS FORD RD	NA	SALISBURY	NC	28147-7566	1976 HOND CB750	882520	4.46
RITCHIE LINDA BREEDLOVE	NA	145 MURRAY DR	NA	SALISBURY	NC	28146-9400	145 MURRAY DR	889714	131.26
ROBINSON CAMILLE MASTERS	NA	335 GENEVA DR	NA	ROCKWELL	NC	28138-9632	335 GENEVA DR	888764	128.96
ROBINSON ROBERTA MARIA	NA	622 LINN LN	NA	SALISBURY	NC	28144-3015	1994 CHEV G TK BLAZER S10 4X4	882653	49.41
ROSEMAN PHILLIP E & WF	ROSEMAN LINDA H ETAL	740 TIMBERLANE TRL	NA	SALISBURY	NC	28147-0000	2503 DUKE CIR	891112	256.26
ROUNDPOINT MORTGAGE SERVICING	CORP	5016 PARKWAY PLAZA BLVD	NA	CHARLOTTE	NC	28217	NC 801 HWY	889668	84.48
ROUNDPOINT MORTGAGE SERVICING	CORP	5016 PARKWAY PLAZA BLVD	NA	CHARLOTTE	NC	28217	NC 801 HWY	889688	213.76
ROWLAND PROPERTIES INC	NA	6240 S MAIN ST	NA	SALISBURY	NC	28147-8301	394 LOCHSHIRE LN	886908	150.47
ROWLAND PROPERTIES INC	NA	6240 S MAIN ST	NA	SALISBURY	NC	28147-8301	736 LOCHSHIRE LN	886903	150.47
ROWLAND PROPERTIES INC	NA	6240 S MAIN ST	NA	SALISBURY	NC	28147-8301	1158 GLENBRIAR CT	886785	90.73
ROY INVESTMENTS LLC	NA	1616 WILTSHIRE RD	NA	SALISBURY	NC	28144-2247	330 W JAKE ALEXANDER BLVD, 102	881814	1.00
ROY INVESTMENTS LLC	NA	1616 WILTSHIRE RD	NA	SALISBURY	NC	28144-2247	330 W JAKE ALEXANDER BLVD	881819	49.38
RUSHMORE LOAN MANAGEMENT SVCS	CORELOGIC	3001 HACKBERRY RD	NA	IRVING	TX	75063	1603 N MAIN ST	886154	18.09
RUSTIN ELOISES	NA	1830 DEW VALLEY DR	NA	CARROLLTON	TX	75007-0000	GHEEN RD	890201	64.51
RYAN TAX COMPLIANCE SERVICES	(INVITATION HOMES)	16220 NORTH SCOTTSDALE RD	SUITE 450	SCOTTSDALE	AR	85254-1720	SECT SCH G8 CLASS EQ ASM# 00	883348	5.20
SAWYER AMANDA CRUSE	NA	402 S MAIN ST	NA	CHINA GROVE	NC	28023-2426	1996 CHEV CAS 4S CAVALIER LS	895344	106.33
SCHMIDT CHARLES E & WF	SCHMIDT DIANE G	205 TANGLEWOOD DR	NA	KANNAPOLIS	NC	28081-7949	205 TANGLEWOOD DR	883012	79.99
SEAGRAVES RESIDENTIAL REAL	ESTATE LLC	6220 SISK CARTER RD	NA	ROCKWELL	NC	28138-9608	2055 ORGAN CHURCH RD	889202	227.50
SECHLER DANIEL G & WF	SECHLER NITA B	2925 DAUGHERTY RD	NA	CHINA GROVE	NC	28023-9683	DAUGHERTY RD	893361	285.64
SERVICELINK LLC	NA	1355 CHERRINGTON PKWY	NA	MOON TOWNSHIP	PA	15108	120 ST STEPHENS CHURCH RD	892922	907.39
SHAWLEY MIRANDA	NA	111 THUNDER RD	NA	CHINA GROVE	NC	28023-6578	111 THUNDER RD	890123	1.20
SHERILL JACOB D	NA	117 PADDOCK DR	NA	SYRACUSE	NY	13214-2107	FLAT ROCK RD	889116	4.61
SHUMATE MELVIN IRA	NA	118 STRATFORD PL	NA	SALISBURY	NC	28144-8539	118 STRATFORD PL	882652	870.99
SIFFORD RUBY H	NA	PO BOX 58	NA	CLEVELAND	NC	27013-0058	111 HALL ST	890093	208.00
SIMMONS-MCBRIDE ANNA	NA	1975 STIREWALT RD	NA	CHINA GROVE	NC	28023-7711	STIREWALT RD	886874	2.85
SMITH FRANKLIN T	NA	116 SHALEIGH LN	NA	MOORESVILLE	NC	28117-0000	LIBERTY RD	888566	93.39
SMOOT FANNIE M	NA	1906 WELLINGTON HILLS CIR	NA	SALISBURY	NC	28147-7974	1906 WELLINGTON HILLS CIR, 1906	890544	12.99
SOUTHEASTERN INVESTIGATIVE SER	CHARLES W FRICK	PO BOX 4254	NA	SALISBURY	NC	28145-4254	SECT C SCH U5 CLASS CE ASM# 00	891088	79.27
STARRETT RICHARD W & WF	STARRETT PATRICIA	345 TIMBERWOLF LN	NA	SALISBURY	NC	28147-0000	3242 S MAIN ST	889620	138.01

ENTERED
2/24/19

2/22/19

DECEMBER 2018 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
BARLOWE, KELLI BASINGER	2510 OVERVIEW RD		SALISBURY	NC	28147	Vehicle Sold	98185762	42.61
BASINGER, SHELLEY THOMPSON	2320 PROVIDENCE CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	97934946	49.52
CAMERON, JAMES NATHAN	1965 BRIGGS RD		SALISBURY	NC	28147	Vehicle Totalled	97590270	13.05
CORRELL, ROBERT THOMAS JR	790 LAKE WRIGHT RD		CHINA GROVE	NC	28023	Tag Surrender	97890916	76.66
COSTIC, ROGER DALE	300 N MILFORD DR		SALISBURY	NC	28144	Vehicle Totalled	147783204	61.12
COX, JOANN EDMISTON	150 DUTCH FARM RD		ROCKWELL	NC	28138	Vehicle Totalled	98185442	29.53
DASHAB, FIROOZ	PO BOX 332		GRANITE QUARRY	NC	28072	Vehicle Totalled	97852362	4.74
DAVIS, LINDA GALLOWAY	1012 SAINT PAUL CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	97513684	33.51
DAVIS, THOMAS ALLEN	484 RIVERSIDE RD		CHILHOWIE	VA	24319	Reg . Out of state	97852368	95.75
DEAL, CAROLYN MORRIS	2130 SAW RD		CHINA GROVE	NC	28023	Tag Surrender	97643874	27.40
DILLARD, CLAUDE DARRELL	6025 GOLDFISH RD		CHINA GROVE	NC	28023	Vehicle Totalled	98185660	43.16
EVANS, BARBARA HOGSED	670 BARRINGER ST		SALISBURY	NC	28146	Vehicle Totalled	97988694	174.56
FOLK, MATTHEW WAYNE	637 MAHALEY AVE		SALISBURY	NC	28144	Vehicle Sold	97934948	5.72
FOWLER, DONNA LYNN	7760 POP BASINGER RD		ROCKWELL	NC	28138	Vehicle Sold	98128138	70.53
GARCIA, JOSE GUADALUPE	155 JOYNER LN		SALISBURY	NC	28144	Vehicle Sold	97753784	106.53
GOODMAN, JOHN REID JR	7775 POP BASINGER RD		ROCKWELL	NC	28138	Vehicle Sold	97643544	24.00
GOODMAN, JOHN REID JR	7775 POP BASINGER RD		ROCKWELL	NC	28138	Vehicle Sold	97643538	33.53
GOTHAM, DAVID JAY	1245 DOVER ST		KANNAPOLIS	NC	28081	Vehicle Sold	146270556	66.59
GRUBB, BETTY SHULENBURGER	6430 LONG BRANCH RD		SALISBURY	NC	28147	Vehicle Sold	98127934	165.05
HAIRSTON, BARION LEE	PO BOX 781		EAST SPENCER	NC	28039	Vehicle Sold	97590262	6.79
HALL, JEFFREY TODD	200 SPRING OAK DR		SALISBURY	NC	28147	Vehicle Totalled	97513688	21.86
HEARN, DRUCILLA BRAXTON	505 CATAWBA RD		SALISBURY	NC	28144	Tag Surrender	97753566	45.79
HOLLAND, JAMES MAX	205 W 22ND ST		KANNAPOLIS	NC	28081	Vehicle Totalled	147783294	4.39
HUDSON, HEIDI LYNN	235 KAY ST		SALISBURY	NC	28146	Vehicle Totalled	97934950	34.84
JOHNSTON, CHRISTOPHER MICHAEL	201 SOWERS FERRY RD		SALISBURY	NC	28144	Vehicle Sold	98522218	14.35
JOHNSTON, CHRISTOPHER MICHAEL	201 SOWERS FERRY RD		SALISBURY	NC	28144	Vehicle Sold	98522212	63.94
KAUFFMAN, KATHERINE MARIE	11875 COOL SPRINGS RD		CLEVELAND	NC	27013	Vehicle Sold	97513690	29.94
KIRKPATRICK, ASHLEY BRIE	7231 OLD MOCKSVILLE RD		SALISBURY	NC	28144	Tag Surrender	98664300	58.89
KIRKPATRICK, ASHLEY BRIE	7231 OLD MOCKSVILLE RD		SALISBURY	NC	28144	Tag Surrender	98664304	10.74
LEFKO, NICHOLAS ERIC II	140 BAYLEAF DR		SALISBURY	NC	28146	Vehicle Sold	98185764	9.80
LEFLER, GARY LYNN	13605 OLD BEATTY FORD RD		ROCKWELL	NC	28138	Vehicle Sold	98522144	281.02
LIPPARD, DANA EARL	8965 SHERRILLS FORD RD		SALISBURY	NC	28147	Tag Surrender	97753558	194.30

Sonya Parnell
Tax Collections Manager

53

Batch 8494

LOPEZ, GABRIELA CARRILLO	115 LADINO LN		SALISBURY	NC	28147	Vehicle Sold	98240824	7.71
LOPEZ, GABRIELA CARRILLO	115 LADINO LN		SALISBURY	NC	28147	Vehicle Sold	98240818	67.85
LYLE, KEYANNAH JANA E	160 HUNTER ST		SALISBURY	NC	28144	Vehicle Sold	98522172	54.07
MARTINEZ, CANDIS MAE	105 JOHN MICHAEL LN		SALISBURY	NC	28146	Vehicle Sold	98522142	42.70
MATTHEWS, GWEN SPEELER	325 LANTZ AVE		SALISBURY	NC	28144	Vehicle Sold	146902275	57.18
MILLER, BRANDON JAMES	560 YATES RD		SALISBURY	NC	28146	Vehicle Sold	98522168	33.72
MILLER, RENA LINN	17007 MOORESVILLE RD		MOORESVILLE	NC	28115	Vehicle Sold	98297816	10.20
PATTERSON, JUDITH CAROL	6935 NC HIGHWAY 801		SALISBURY	NC	28147	Vehicle Sold	98522132	73.38
RODRIGUEZ, GILBERTO	340 IMPERIAL DR		SALISBURY	NC	28147	Vehicle Totalled	147191307	10.12
RUTLEDGE, KAYLA BROOKE	110 OHARA DR		SALISBURY	NC	28147	Vehicle Sold	97590418	180.81
SCRIP, MARY ANN	235 GRAND OAKS DR		ROCKWELL	NC	28138	Vehicle Sold	97852358	38.38
SENGKHAMPHONG, KHAMSOUK	381 SPRING OAK DR		SALISBURY	NC	28147	Vehicle Sold	98522178	13.39
SHINN, JAMES LEROY	150 DAWN ST		SALISBURY	NC	28147	Vehicle Totalled	97934954	23.78
SHUPING, KIM JOHNSON	118 HIDDEN CREEK CIR		SALISBURY	NC	28147	Vehicle Sold	147278652	253.49
SIRIPHOUM, MOUKDAVONE	381 SPRING OAK DR		SALISBURY	NC	28147	Vehicle Sold	98522184	12.24
SIRIPHOUM, MOUKDAVONE	381 SPRING OAK DR		SALISBURY	NC	28147	Vehicle Sold	98522180	152.20
THOMPSON, JEANINNE MARIE	801 MAPLE AVE		SALISBURY	NC	28144	Vehicle Sold	147278640	14.26
THOMPSON, MAX DEAN	410 PLEASANT COVE RD		SALISBURY	NC	28146	Vehicle Totalled	97934690	164.22
WALLS, CHRISTINE OPAL	514 ELM ST		SALISBURY	NC	28144	Tag Surrender	147446631	53.78
WEAKFALL, MICHELLE LOUISE	145 CAMERON DR		SALISBURY	NC	28147	Vehicle Sold	97934942	11.57
WERTS, HUGH SANFORD	1505 DAUGHERTY RD		CHINA GROVE	NC	28023	Vehicle Sold	97513692	25.15
							TOTAL:	\$ 3,200.41

Jonny Parnell
Tax Collections 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: Ed Muire, Planning Director
DATE: February 7, 2019
SUBJECT: Schedule Public Hearing for March 4, 2019 for Z 01-19

BACKGROUND

Dr. Corrie Connolly, DVM has submitted an application for consideration of changing the zoning designation of Tax Parcels 220-034 and 220-055 from Rural Agricultural (RA) to a Commercial, Business, Industrial (CBI) Conditional District (CD). The site is located at 2355 Brown Road, China Grove, NC.

Dr. Connolly has proposed to limit the uses within the CBI-CD to the following uses:

- Residential Uses
- Veterinary Services
- Animal Shelters and Boarding Kennels
- Eating and Drinking Places (Restaurants)
- Miscellaneous Retail
- Bakery Products

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended approval of the Z 01-19 application during its January 28, 2019 meeting.

STAFF RECOMMENDATION

Schedule Public Hearing for the Z 01-19 application at the March 4, 2019 Commission meeting.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/7/2019	Backup Material
Attachment 1: Z 01-19 Application	2/7/2019	Backup Material



REZONING PETITION: Z 01-19

REQUEST SUMMARY

Rezone from Rural Agricultural [RA] to
Commercial, Business, Industrial [CBI]
Conditional District [CD]
Application is included as Attachment 1

PARCEL INFORMATION

220 - 055 [3.04 acres]
220 - 034 [3.82 acres]
6.86 acres TOTAL

LOCATION

2355 Brown Road, China Grove, NC

PROPERTY OWNERS

Melissa Marie Allred &

APPLICANT

Corrie Connolly, DVM

EXISTING IMPROVEMENTS

Residential related	8240 sq ft
Agriculture related	14,815 sq ft
Other	1600 sq ft
TOTAL	24,655 sq ft

CONFORMITY WITH ADOPTED PLANS / POLICIES

Located in Area 1 of Western Area Land Use Plan

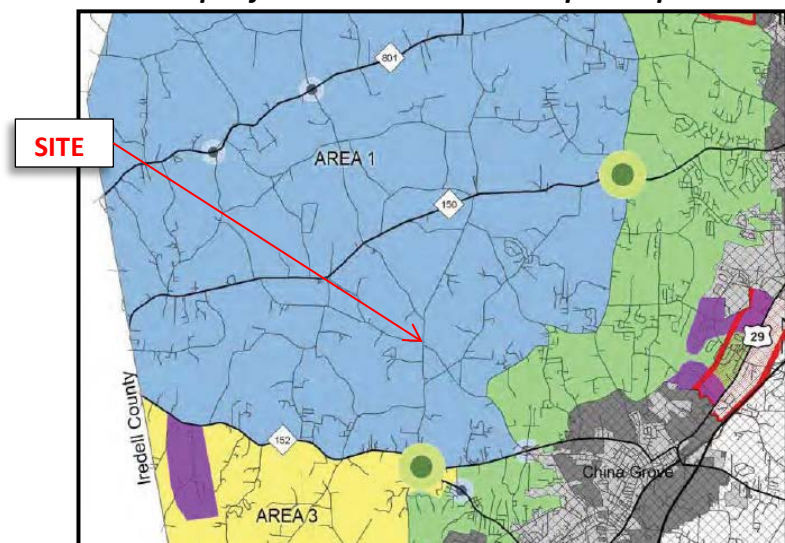
Commercial Recommendations

Rural Businesses are encouraged on major / minor thoroughfares other than NC / US Highways

Neighborhood Business (NB) district is considered appropriate for locating new businesses

Home based businesses that are located on same parcel as the residence

Excerpt of Future Land Use Concepts Map



CONSISTENCY WITH THE DISTRICT'S PURPOSE AND INTENT

Purpose This zone allows for a wide range of commercial, business and light industrial activities which provide goods and services. This district is typically for more densely developed suburban areas, major transportation corridors, and major cross-roads communities. However this district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

Intent The CBI-CD application seeks to create a district to allow for a Veterinary Clinic & Offices providing service for large and small animals; future overnight boarding and mercantile store

COMPATIBILITY OF USES

The table below is a generalized grouping of land use categories comparing land uses "allowed" in the Rural Agricultural (RA) district versus those selected by the applicant for consideration in the Commercial, Business, Industrial (CBI) Conditional District (CD). As a reminder, uses permitted as **SR** in the RA district require the owner to live on the property, limit the building size to 10% of gross acreage of the lot and have 35' of state road frontage.

MAJOR GROUP	SPECIFIC INDUSTRY GROUP	RA	CBI-CD
Residential		Permitted	Requested
Agriculture, Forestry, Fishing	074 Veterinary Services	Permitted w/ SR	Requested
	0752 Animal Shelter, etc.	Permitted w/ SR	Requested
Construction		Permitted w/ SR	
Manufacturing	205 Bakery Products		Requested
Transportation, etc.			
Wholesale Trade		Most Permitted w/ SR	
Retail Trade	058 Eating and Drinking Places	Permitted w/ SR	Requested
Finance, Insurance and Real Est		Most Permitted w/ SR	
Services			
Public Administration			

SOURCE Section 113 of Rowan County Zoning Ordinance

KEY Permitted: 75% - 100% Most Permitted: 50% - 74%

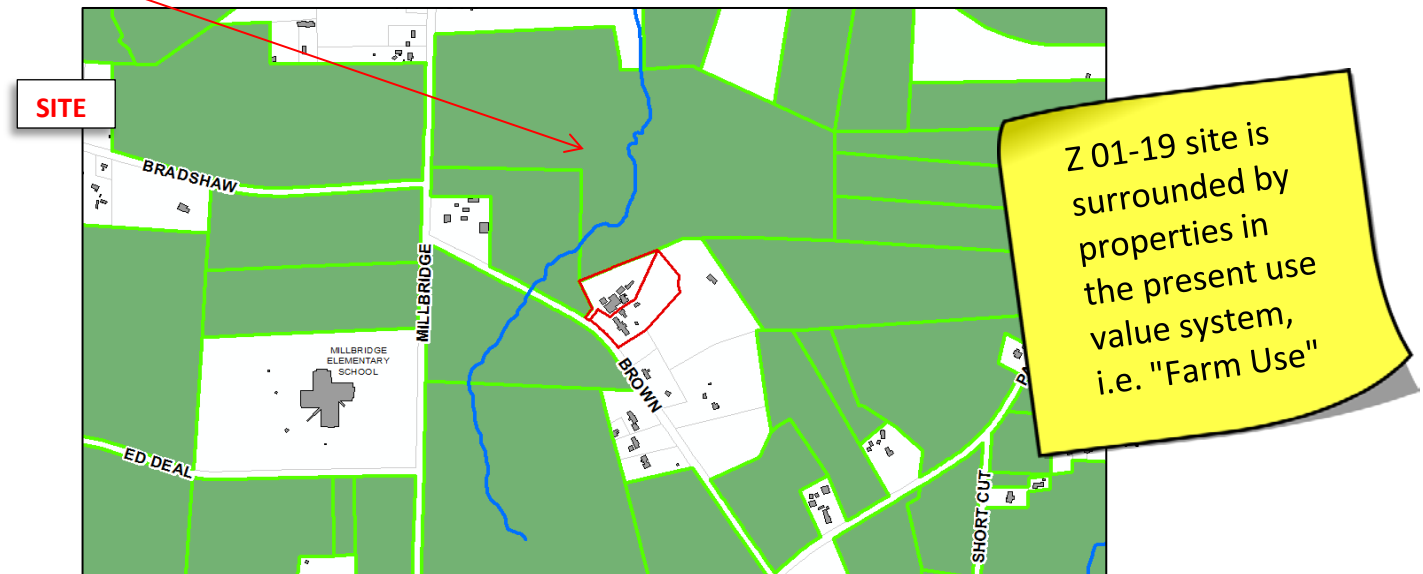
VICINITY CONDITIONS

North Vacant, agricultural land

East Vacant, agricultural land

South Residential dwellings along Brown Rd

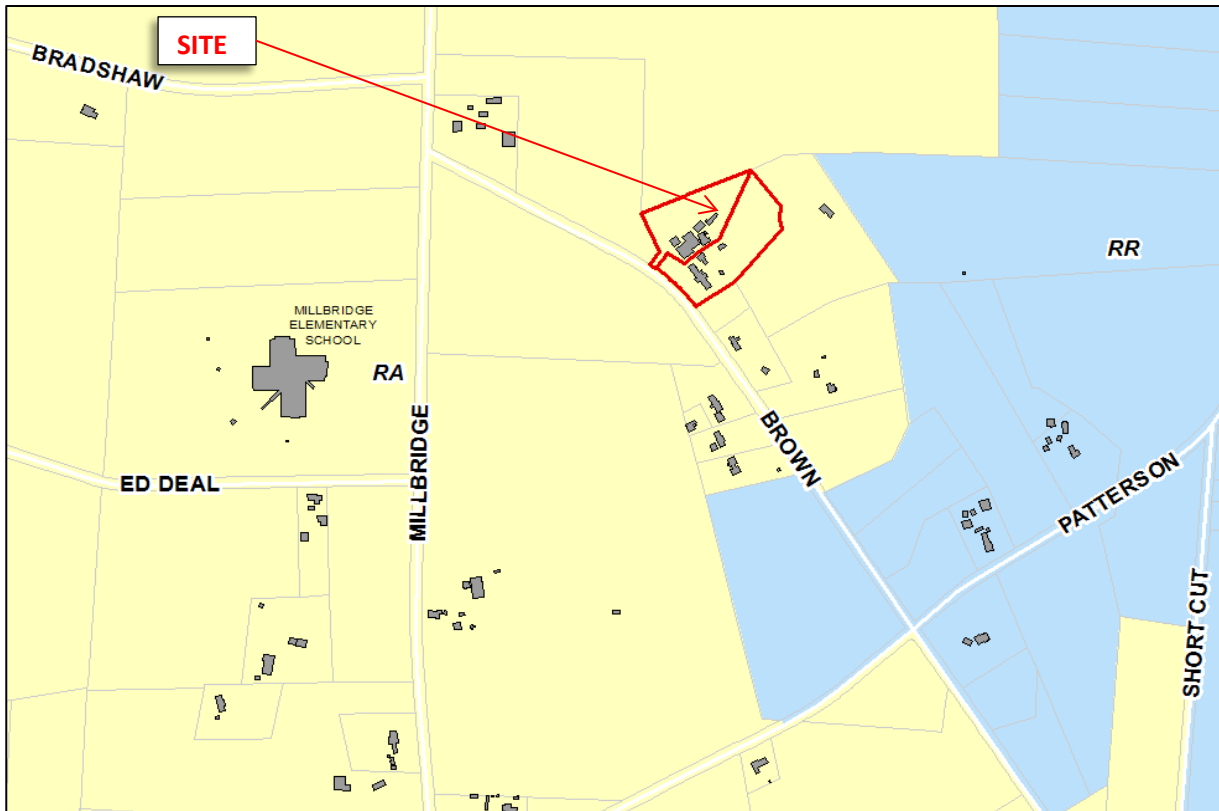
West Vacant, agricultural land



STAFF OPINION: The limitation of uses within the CBI district requested by the applicant seem to be complimentary to the surrounding RA district, especially in terms of the adjacent "farm properties".

VICINITY CONDITIONS

Current Zoning Districts in vicinity of the request are predominantly RA and Rural Residential (RR).



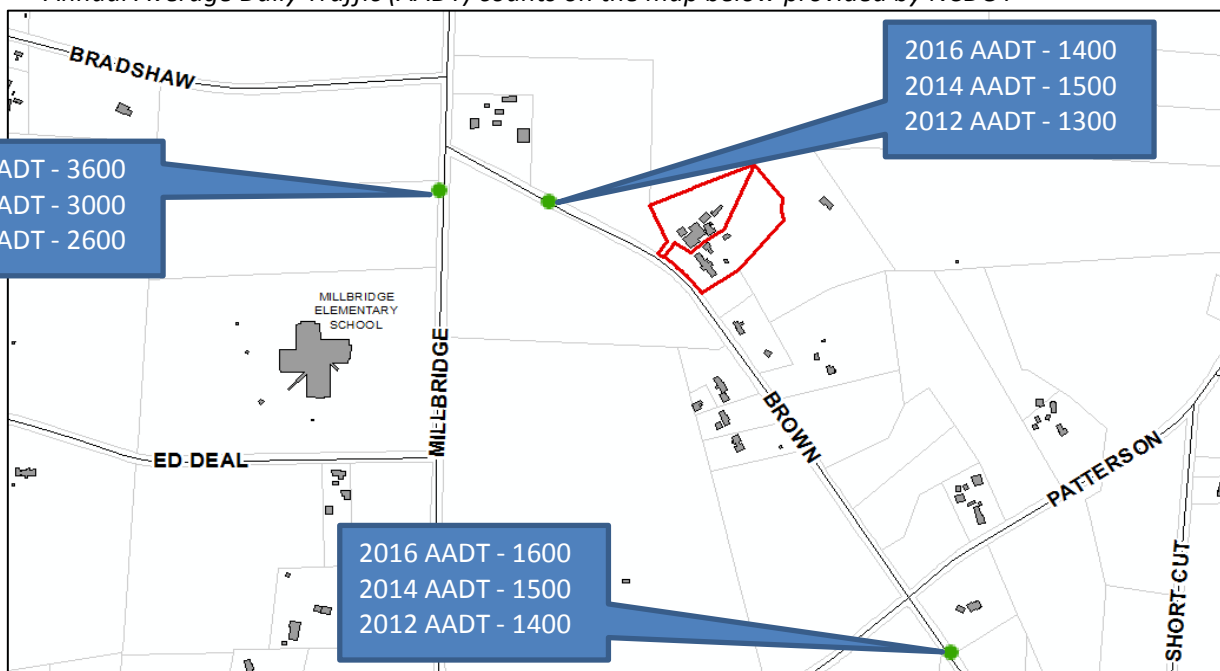
POTENTIAL IMPACTS ON ROADS

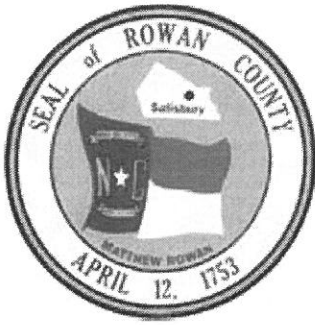
Millbridge Road (SR# 1350)

Recognized as a Major Thoroughfare
 Speed Limit is 55 MPH
 Assumed Right-of-Way is 60'
 14,600 Vehicles Per Day (VPD) capacity
 Annual Average Daily Traffic (AADT) counts on the map below provided by NCDOT

Brown Road (SR# 1211)

Recognized as a Minor Thoroughfare
 Speed Limit is 45 MPH
 Assumed Right-of-Way is 60 feet
 14,100 Vehicles Per Day (VPD) capacity





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

Case # Z 01-19
Date Filed 1-2-2019
Received By MEM
Amount Paid \$3000 ck # 5469

Office Use Only
Z-012036-2019

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Melissa Marie Allred Melissa Marie Allred Cherylann Weaver
Signature: Melissa Marie Allred Cherylann Weaver
Phone: 704-738-3102 Email: mom2haylee@gmail.com
Address: 739 N. Capitol Ave. Corydon IN 47112

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Corrie Connolly
Signature: Corrie Connolly, DVM
Phone: 704-819-7544 Email: corrie.connolly@gmail.com
Address: 550 McNeely Rd, Mt Ulla, NC 28125

PROPERTY DETAILS:

Tax Parcel(s): 220 055(3.04 acres)/220 034(3.82 acres) Size (sq.ft. or acres): 6.86 acres (total)
Property Location: 2355 Brown Rd, China Grove, NC 28023
Current Land Use: Vacant/residential
Date Acquired: March 31, 2017 Deed Reference: Book 1287 Page 432

REQUEST DETAILS:

Existing Zoning District Rural Agriculture Requested Zoning District Commercial, Business, Industrial - CD

If requesting a conditional zoning district, list proposed use or uses:

Residential Uses; 074 Veterinary Services; 0752 Animal Shelters;
58 Eating and Drinking Places; 59 Miscellaneous Retail;
205 Bakery Products (Amended application 1-28-19)

Additional information enclosed restricting the conditional use district? Yes ☐ No ☒

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

AFFIDAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Melissa Marie Allred, Cherylann Weaver, 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): Melissa Marie Allred Cherylann Weaver

Date: 12/28/18

Name of Applicant / Agent: Corrie Connolly

Address: 550 McNeely Rd, Mt Ulla, NC 28125

Phone Number: 704-819-7544

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

STATE OF North Carolina COUNTY OF Rowan

I, Heather Waterman, a Notary Public for said County and State, do hereby certify that Melissa Marie Allred, Cherylann Weaver personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires Dec. 10, 20 23.

SEAL

HEATHER WATERMAN
Notary Public, North Carolina
Rowan County
My Commission Expires
December 10, 2023

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: MEM 2. Planning Board
Courtesy Hearing: 1 / 28 / 19 3. Notifications Mailed: 1 / 18 / 19 4. Property Posted:
1 / 18 / 19 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: Aaron Poplin, Planner
DATE: 02/06/2019
SUBJECT: Schedule Public Hearing for Z 02-19 for March 4, 2019

Errin Brown is requesting the rezoning of a 2.18 acre parcel 402 050, owned by Herbert Ritchie, from Rural Residential to Commercial Business Industrial. The Parcel is located at the 800 block of Ritchie Rd. The presentation for this request can be found at the following url:
<https://rowancountync.maps.arcgis.com/apps/MapJournal/index.html?appid=0df0422ef1cf4f149220ae8ac9915578>

Set public hearing for Z 02-19 for Monday March 4th

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/6/2019	Cover Memo
Application	2/6/2019	Cover Memo

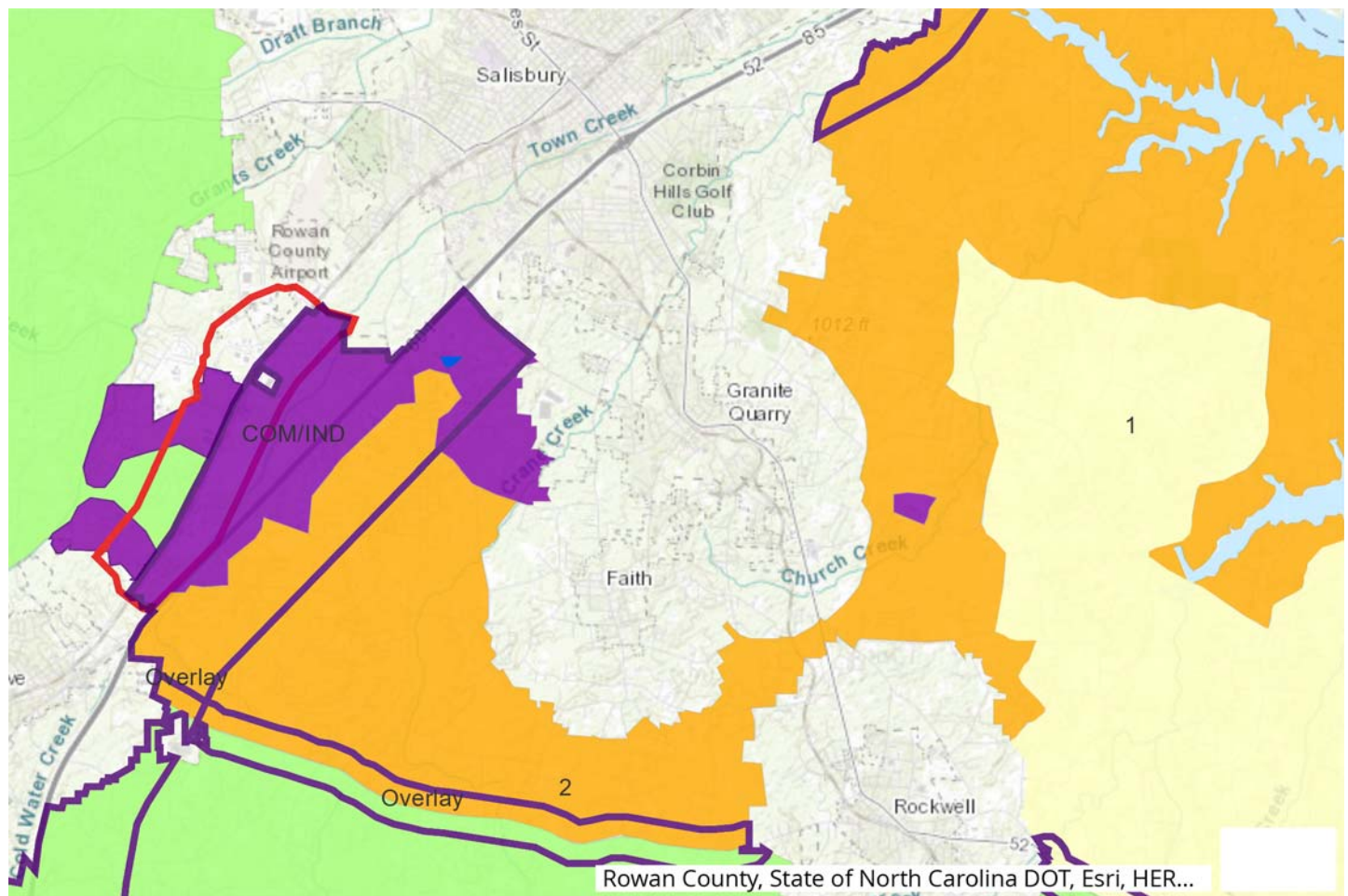
Z 02-19

This story was made with *Esri's Story Map Journal*.
Read the interactive version on the web at <https://arcg.is/m5nCv>.



Errin Brown is requesting the rezoning of a 2.18 acre parcel 402 050, owned by Herbert Ritchie, from Rural Residential to Commercial Business Industrial. The Parcel is located at the 800 block of Ritchie Rd.

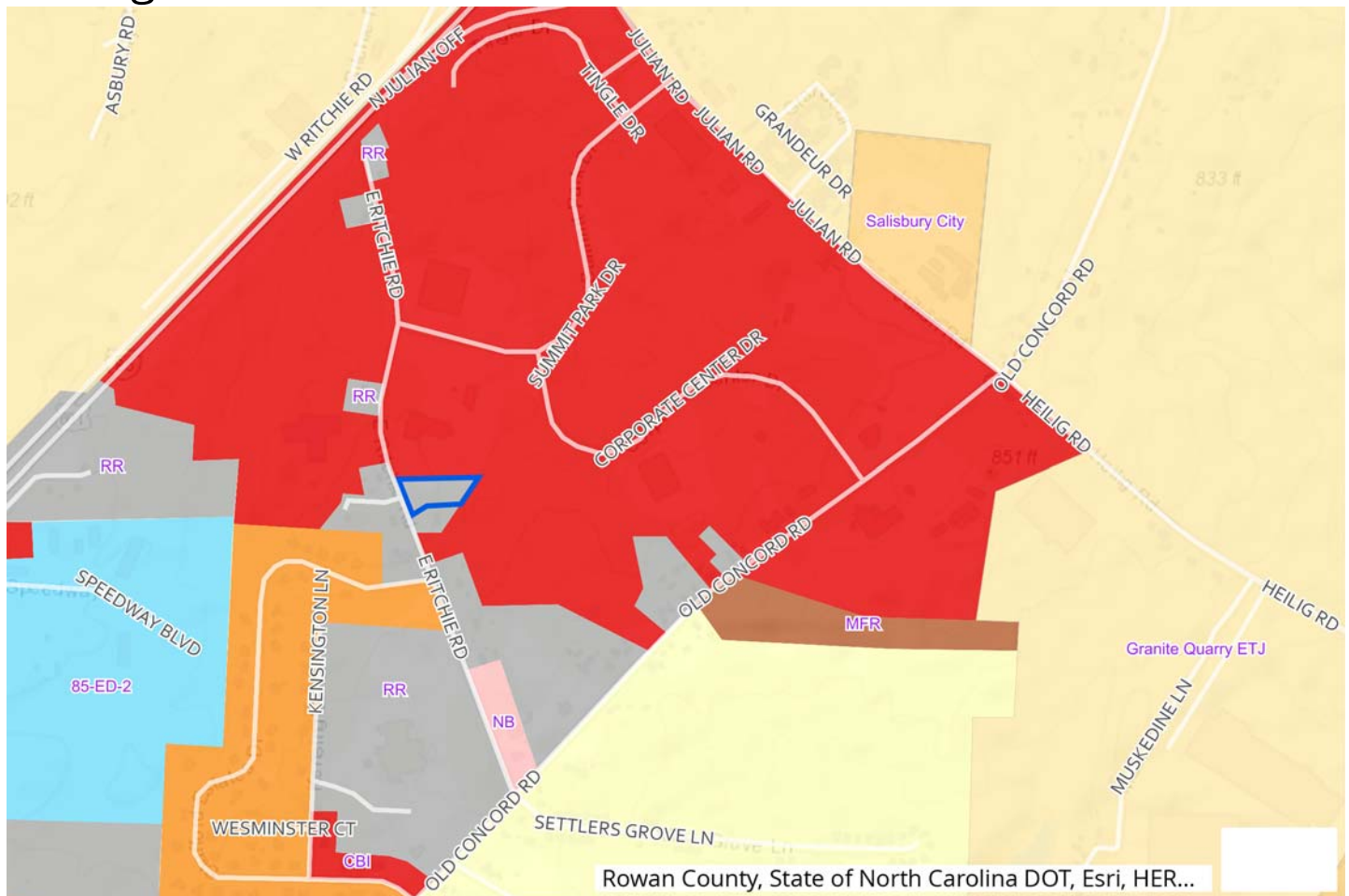
Land Use Plans



Parcel 402 050 is located in a commercial/industrial corridor in the Eastern Area Land Use Plan.

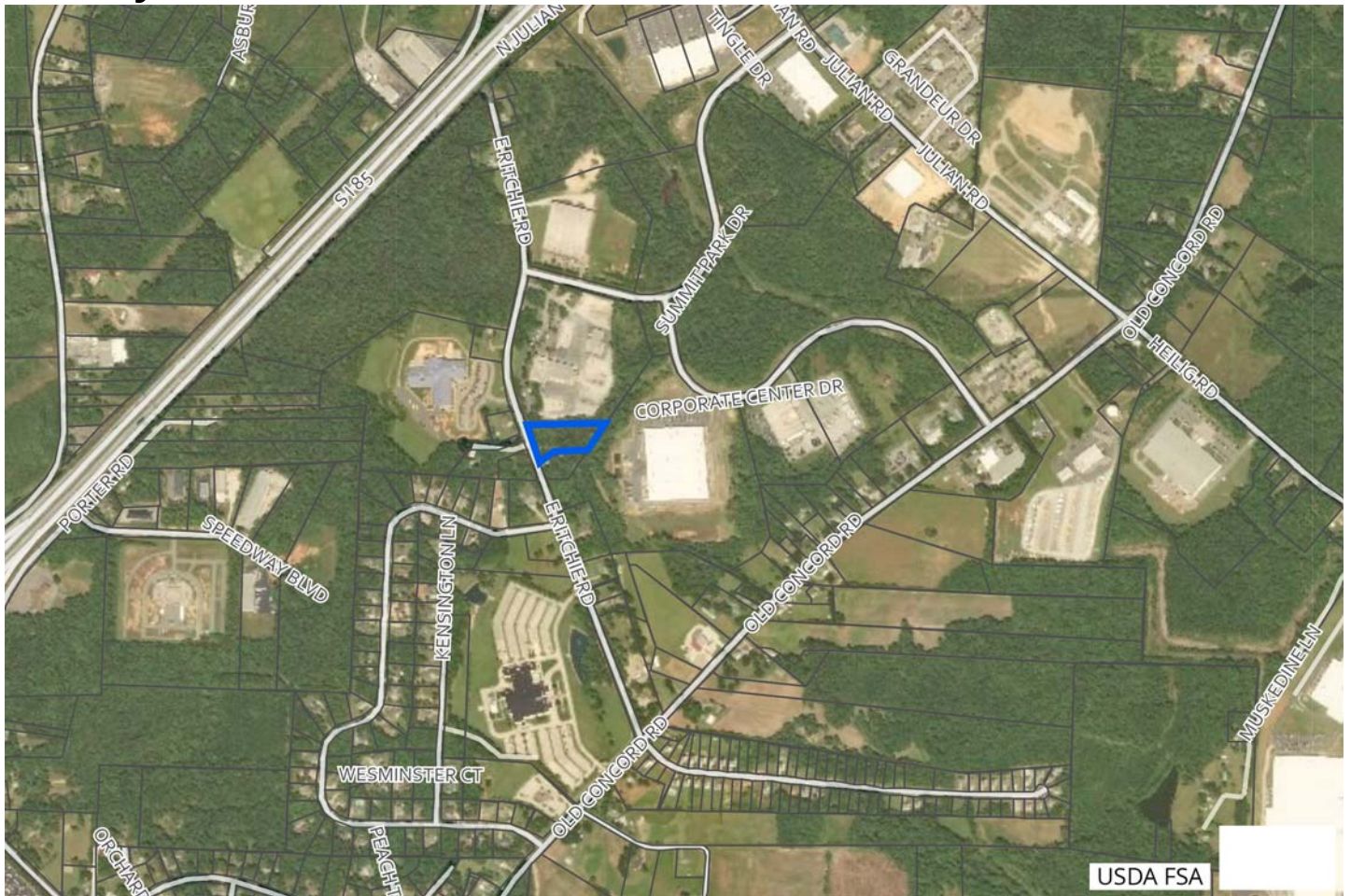
The Eastern Area Land Use Plan encourages commercial and industrial uses, as well as mixed use development within the I-85, US 29 corridor.

Zoning



The property is currently zoned Rural Residential and adjoins an existing CBI district of approximately 400 acres.

Vicinity





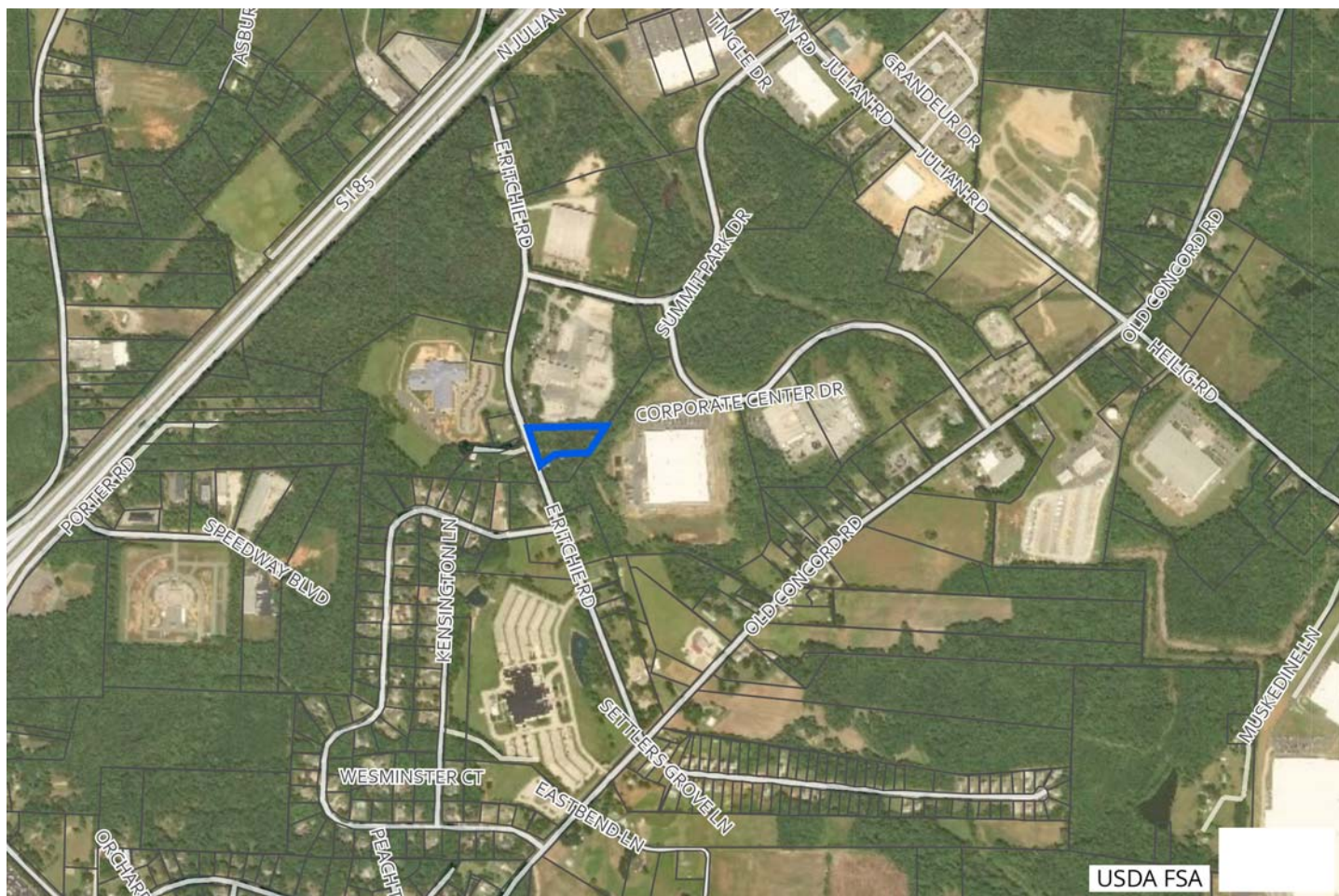
North



site

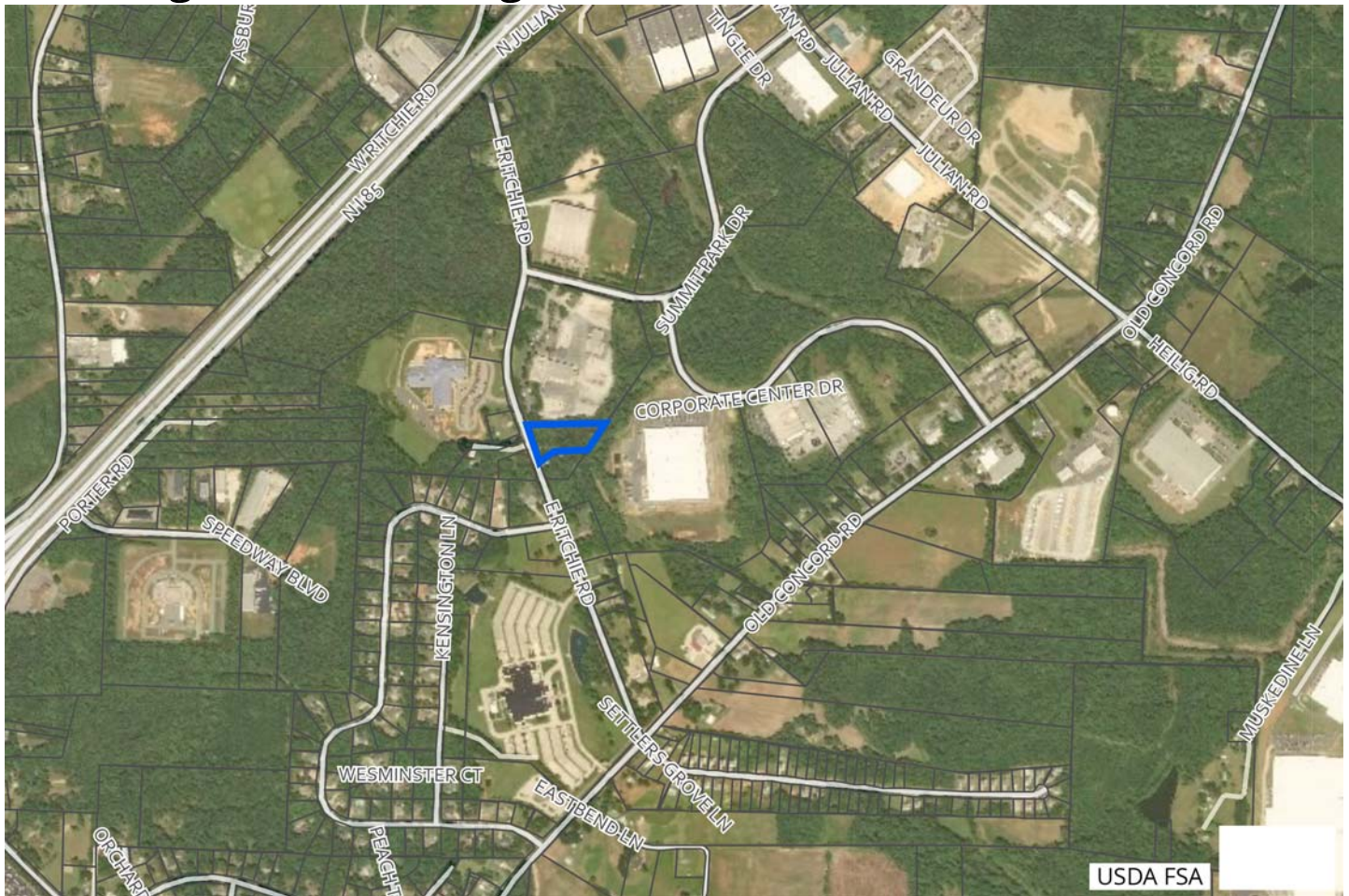


Procedures



- Adopt a statement of Reasonableness
- Adopt a statement of Consistency
- Approve/Deny/Table Z 02-19

Planning Board Meeting



The Planning Board held a meeting on January 28th and adopted the following statements.

Statement of Reasonableness

Z 02-19 is reasonable and in the public interest based on the following. The site is located inside the eastern area land use plan and the Interstate corridor. The zoning is what is expected along the I 85 corridor. It is adjacent to 400 acers of CBI and there are no detrimental effects to the surrounding properties.

Statement of Consistency

Z 02-19 is consistent with the Eastern Land Use Plan within the industrial corridor based on the following. That it is located adjacent to 400 acers of CBI zoning and that it is located in the I 85 industrial corridor.



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

Case # Z 02-19
Date Filed 11/13/18
Received By ARM
Amount Paid 300

Office Use Only
Z - 011959 - 2018

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Hubert A. Ritchie (Deceased) Hubert A. Ritchie Foundation

Trustees: Signature: Donald Merrius, Mark Merrius, Nicole Plummer, Erin Erni, AS TRUSTEES

Phone: 704-636-7767 Email: _____

Address: Donald Merrius, Mark Merrius, Nicole Plummer, Erin Erni, AS TRUSTEES

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: ERRIN C. BROWN

Signature: [Signature]

Phone: 704-202-1588 Email: errin.brown@carolina.rr.com

Address: 3156 Faith Road, Salisbury NC 28146

PROPERTY DETAILS:

Tax Parcel(s): 402 050 Size (sq.ft. or acres): 2 acres

Property Location: Adjacent to 700 E. Ritchie Road

Current Land Use: vacant wooded lot

Date Acquired: _____ Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District RR Requested Zoning District CBI

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☐

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Trustees of the Hubert A. Ritchie Foundation 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): Donald Menius Nicole Plummer Mark Menius, Tim Ervin

Date: 11-8-2018

Name of Applicant / Agent: ERRIN BROWN

Address: 3156 Faith Road, Salisbury NC. 28146

Phone Number: 704-202-1588

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

STATE OF NC COUNTY OF Rowan

I, Richard Peeler Donald Menius Mark Menius, a Notary Public for said County and State, do hereby certify that Nicole Plummer Tim Ervin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 04/01, 20 23.

SEAL

04/01/2023

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
Courtesy Hearing: 1/28/19 3. Notifications Mailed: 1/16/19 4. Property Posted:
1/16/19 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: Shane Stewart, Assistant Planning Director
DATE: February 8, 2019
SUBJECT: Schedule Public Hearing for Z 04-19 for March 4, 2019

Mark Kraus is requesting an amendment to the current zoning boundary of his multi-zoned 23.3 acre properties referenced as Tax Parcels 314-097 & 098 located along the 700-800 block of Kepley Road. The current 12 acre portion zoned Manufactured Home Park (MHP) would be reduced to 6.33 acres covering the existing park located along Bren Ln. and 770 Kepley Rd. while the remaining 16.96 acres located at 840, 850, 860, and 870 Kepley Rd. along with acreage west of the park would be zoned Rural Agricultural (RA).

Since this request is non-controversial and no one spoke at the January Planning Board meeting, staff requests scheduling a public hearing for the March 4th meeting.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/8/2019	Exhibit
GIS Map	2/8/2019	Exhibit
Application	2/8/2019	Exhibit



REZONING PETITION: Z 04-19

REQUEST: Modify zoning boundary for RA and MHP districts to match existing improvements. Revise MHP from 12 AC to 6.33 AC and RA from 11.3 AC to 16.96 AC (see enclosed map).

Parcel ID: 314-097 & 098

Location: 700 – 800 Block of Kepley Rd.

Acreage: 23.3 AC

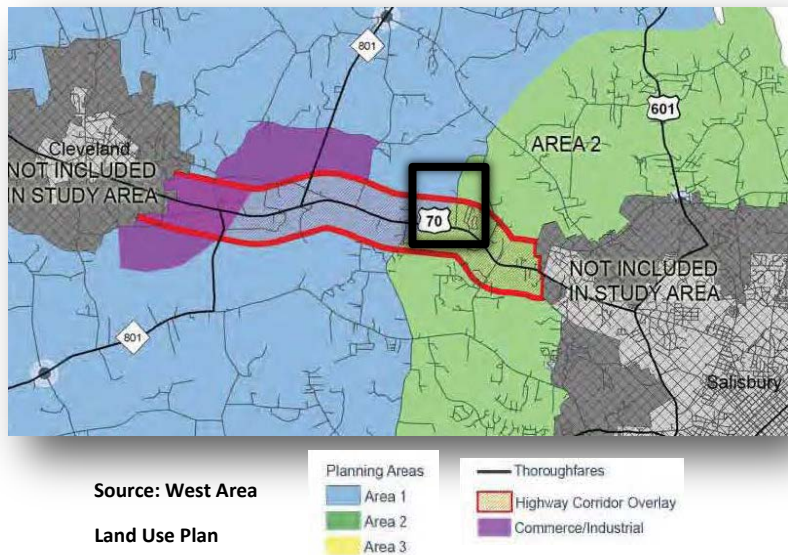
Property Owner /

Applicant: Mark Kraus

Existing Improvements: 4 single-wide manufactured homes, 3 double-wide manufactured homes, 2 single family dwellings and 2 vacant spaces with well and septic systems connections.

CONFORMITY WITH ADOPTED PLANS / POLICIES

- Located in Area 1.
- No specific plan recommendations regarding the request. Area 1 is predominantly zoned RA.



CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

RA –
This

district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agriculture or in fields and forest land, with some nonresidential uses intermingled. Multifamily uses are discouraged in this district. This district

would provide for protection from the most intensive land uses while containing provisions for a variety of less intensive land uses. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed nonresidential uses. The most intensive land uses would not be allowed in this district.

MHP – This district is established in order to provide for the proper location and planning of manufactured home parks, excluding family manufactured home parks. Special requirements

shall be applied to these parks which shall specify improvements to the park to ensure the public health, safety and welfare of the park inhabitants as well as the surrounding area. Designation of an area as being in the MHP district provides design and appearance criteria which are more appropriate for rental manufactured housing and/or spaces, including vinyl or similar skirting, clustering of units and reduced road construction standards. These standards are not applicable to manufactured homes and/or lots located outside a MHP district. This district requires site plan review for development of manufactured home parks by the board of commissioners. This review is required because the use may have particular impacts on the surrounding area and the county as a whole. Approval of the site plan may include the addition of reasonable and appropriate standards to the site plan. No other uses allowed in the MHP district shall require site plan approval by the board of commissioner unless expressly required by this chapter.

COMPATIBILITY OF USES

MAJOR GROUP	INDUSTRY GROUP	RA	MHP
Residential		Permitted	Permitted
Construction		Permitted with SR	Not Permitted
Manufacturing		Most Permitted with SR	Not Permitted
	Textile Mill Prod.	Not Permitted	Not Permitted
	Lumber Prod.	Permitted with SR	Not Permitted
	Paper & Allied Prod.	Not Permitted	Not Permitted
	Chemical & Allied Prod.	Not Permitted	Not Permitted
	Petroleum Prod.	Not Permitted	Not Permitted
	Stone, Glass, Concrete, etc.	Some Permitted with SR	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Not Permitted	Not Permitted
Wholesale Trade		Most Permitted with SR	Not Permitted
Retail Trade		Permitted with SR	Not Permitted
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most Permitted with SR	Not Permitted
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Not Permitted	Not Permitted

Generalized Groupings:
Permitted: 100-75% Most: 75-50% Many: 50-25% Not Permitted: 25-0%

Source: Section 21-113 Table of Uses

POTENTIAL IMPACT ON ROADS

Kepley Rd.

- Classified as a local road.
- Annual Average Daily Traffic (AADT) count 310 in 2016.
- No estimated capacity calculated by the Comprehensive Transportation Plan.
- Request should result in minimal impact on Kepley Rd.

CONDITIONS IN THE VICINITY

See enclosed map for surrounding land use.

POTENTIAL IMPACT ON UTILITIES

All uses are served by individual septic systems and two (2) existing wells.

POTENTIAL IMPACT ON SCHOOLS

N/A. Both zoning districts permit the same density.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is “whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the boards “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. A statement analyzing the reasonableness of the decision is also necessary. See below for the Planning Boards recommended statements.

PUBLIC NOTICE

January 14, 2019 – Letters sent to 6 adjacent property owners (within 100 feet of subject property).

January 16, 2019 – Sign posted on property.

January 18, 2019 – Request posted on Planning & Development Department website.

**STAFF COMMENTS**

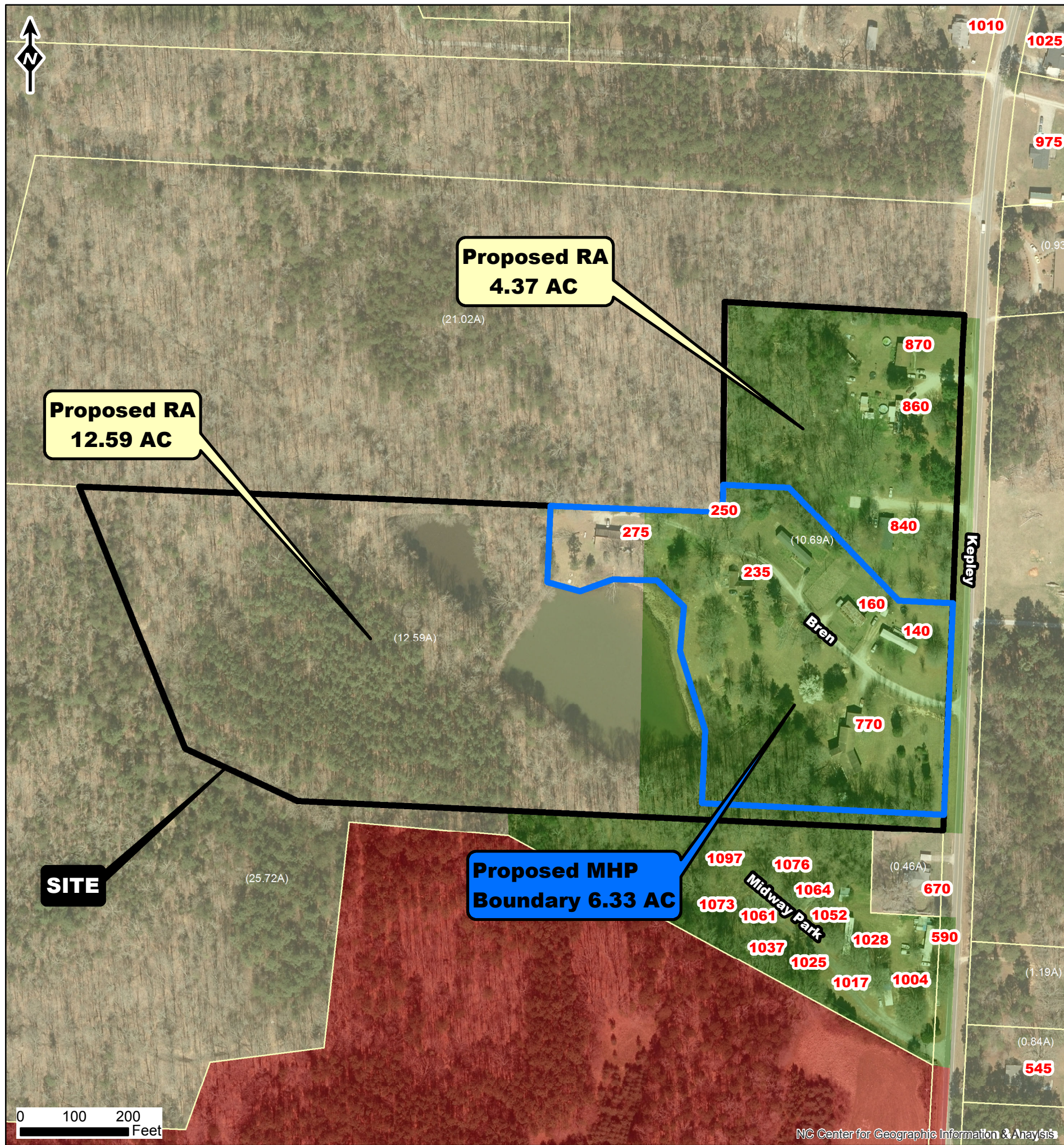
Planning staff discussed plans with the property owner to subdivide a large parcel to the rear of the property, establish a separate lot for the manufactured home park, and create four (4) new lots on the northern end of the property based on the existing and anticipated future improvements. The requested zoning change would apply the MHP district to the approximate 6.33 acre area surrounding the existing manufactured home park while the remaining areas to the north and west would be zoned RA (see enclosed map for existing and proposed zoning boundaries).

JANUARY 28, 2019 PLANNING BOARD MEETING

No one spoke at the Planning Board meeting concerning this request. The Planning Board voted unanimously (9-0) to recommend approval based on the following statements:

Statement of Consistency: “Z 04-19 is consistent with the Western Area Land Use Plan and reasonable and in the public interest based on the following: it restores the majority of the property to the base zoning of Rural Agricultural and identifies the manufactured home park areas appropriately as MHP zoning.”

Statement of Reasonableness: “In accordance with section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration, the Z 04-19 request is reasonable and in the public interest based on the following: the request converts much of the property back to Rural Agricultural, which is the base zoning district, and outlines the appropriate MHP zoning boundary for those areas that are currently used as manufactured home park.”



Z 04-19:
Mark Kraus

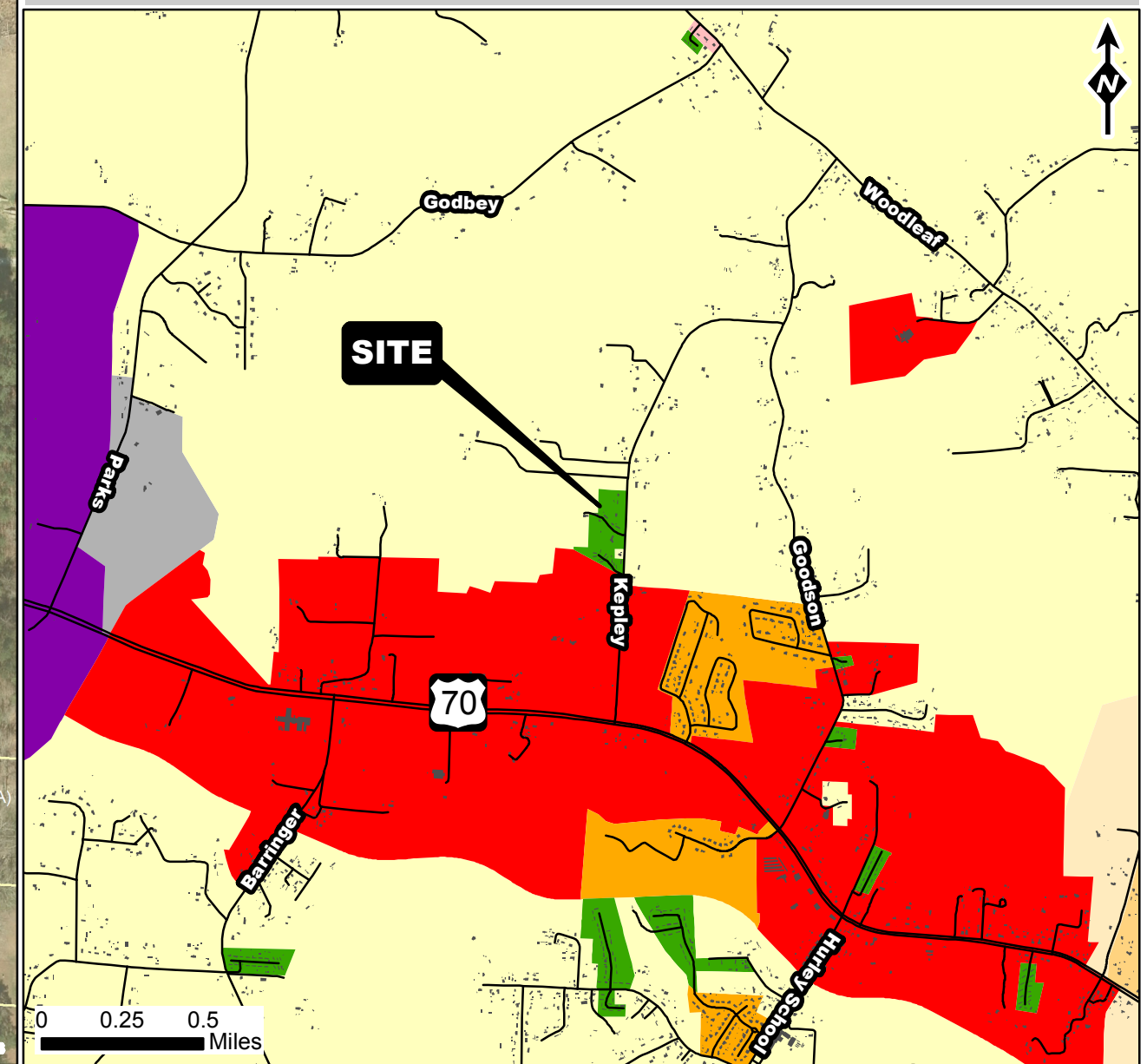
LEGEND

Zoning	
RS	NB
RR	CBI
RA	IND
MHP	

Roads	Buildings
Parcels	Salisbury ETJ
Addresses	Salisbury City

February / March 2018 Aerial

Prepared by Rowan County Planning & Development January 18, 2019





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

Case # Z 04-19
Date Filed 1/8/19
Received By SAS
Amount Paid \$ 300.00

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Mark Kraus

Signature: [Signature]

Phone: 704 213 8358

Email: markandcharity@gmail.com

Address: 480 Hope Hill Rd.

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Same

Signature: _____

Phone: _____ Email: _____

Address: _____

PROPERTY DETAILS:

Tax Parcel(s): 314 020 Size (sq. ft. or acres): 23.3

Property Location: Kepley road

Current Land Use: MANUFACTURED HOME PARK

Date Acquired: 2017 Deed Reference: Book 1301 Page 606

REQUEST DETAILS:

Existing Zoning District RA, MHP Requested Zoning District MHP, RP

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☐

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

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

STATE OF _____ COUNTY OF _____

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

My commission expires _____, 20 ____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
Courtesy Hearing: 1/28/19 3. Notifications Mailed: 1/14/19 4. Property Posted:
1/16/19 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: Aaron Poplin, Planner
DATE: 2/5/2019
SUBJECT: Schedule Public Hearing for Z 08-18 for March 4, 2019

Samuel Correll is requesting the rezoning of a 6.16 acre parcel 826 031 located at the intersection of Statesville Blvd and Old US 70 Hwy from Industrial (IND) to Rural Residential (RR).

Set public hearing for Z 08-18 for Monday March, 4th 2019

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/5/2019	Cover Memo
GIS Map	2/5/2019	Cover Memo
Application	2/5/2019	Cover Memo



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341

Planning: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: February 5, 2019
RE: **Z 08-18**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- 1. Set public hearing for Z 08-18 for Monday March 4th.**

REQUEST

Samuel Correll is requesting the rezoning of a 6.16 acre parcel 826 031 located at the intersection of Statesville Blvd and Old US 70 Hwy from Industrial (**IND**) to Rural Residential (**RR**).

BACKGROUND

Samuel Correll has owned the property since the 1950s. He is interested in having a house put on the property but residential uses are not allowed in the Industrial district. Mr. Correll would like to change the zoning to join the existing Rural Residential district.

ZONING CRITERIA

- 1. Relationship and conformity with any plans and policies.**

Plans – Parcel 826 031 located at the intersection of Statesville Blvd and Old US 70 Hwy which falls in Area one of the Western Area Rowan Land Use Plan identified as Areas North of NC 152.

- 2. Consistency with the requested zoning district's purpose and intent.**

***Rural Residential, RR.** This zoning district is comprised of areas of the county in which moderate levels of single-family housing has occurred or is occurring. In this district,*

agricultural uses have been replaced to a significant degree with single-family housing. The regulations in this district are intended to provide a land owner with an opportunity to engage in limited business or commercial activities. Multifamily uses are not allowed.

3. Compatibility of all uses within the proposed district classification with other properties and conditions in the vicinity.

Compatibility of uses – For comparison purposes, the below table of use excerpt provides a much generalized comparison between the IND and RR districts. A more detailed comparison may be found in section 21-113 of the Zoning Ordinance.

Land Use Category	IND	RR
Residential	Not Allowed	Permitted
Agriculture	Permitted	Permitted
Mining	CUP required	Not Allowed
Construction	Permitted	Not Allowed
Manufacturing	Most permitted	Not Allowed
Transportation, Communications, etc.	Most permitted	Few permitted
Wholesale Trade	Most permitted	Not Allowed
Retail Trade	Some permitted	Not Allowed
Finance, Insurance, etc.	Few permitted	Not Allowed
Services	Some permitted	Few permitted
Public Administration	Permitted	Permitted

Note: Permitted with SR means permitted subject to compliance with a defined list of special requirements; “CUP” means subject to a conditional use permit by the Board of Commissioners.

Conditions in the vicinity (see enclosed map) –

The site is located off of Statesville Blvd. The surrounding area is mostly wooded with some residences off of Old US 70 HWY and some industrial uses off of Statesville Blvd.

North – Farm Land.

South – Continental Structural Plastics

East – Woods

West – Single Family residences

4. Potential impact on facilities such as roads, utilities and schools.

Roads – Statesville Blvd has a design capacity of 35,100 vehicles per day. In 2017 the average daily traffic count for this section of Statesville Blvd was 11,000 vehicles per day.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is “*whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.*” Additionally, the boards “*shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.*”

SPOT ZONING

A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is “reasonable”. While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:

- 1. Size and nature of the tract;**
- 2. Compatibility with existing plans;**
- 3. The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and**
- 4. The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.**

PLANNING BOARD

The Planning Board held their November meeting on November 26th. During the course of the courtesy hearing, only the applicant spoke about the request.

The Planning Board adopted the following statements with unanimous votes.

Statement of Reasonableness

In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration the Planning Board advises the Z 08-18 request is reasonable and in the public interest based on the following: the property is adjacent to an existing 40 acre RR district, the site would be difficult to develop for industrial use due to access and topography issues, rezoning the property would not be detrimental to surrounding areas or general public.

Statement of Consistency

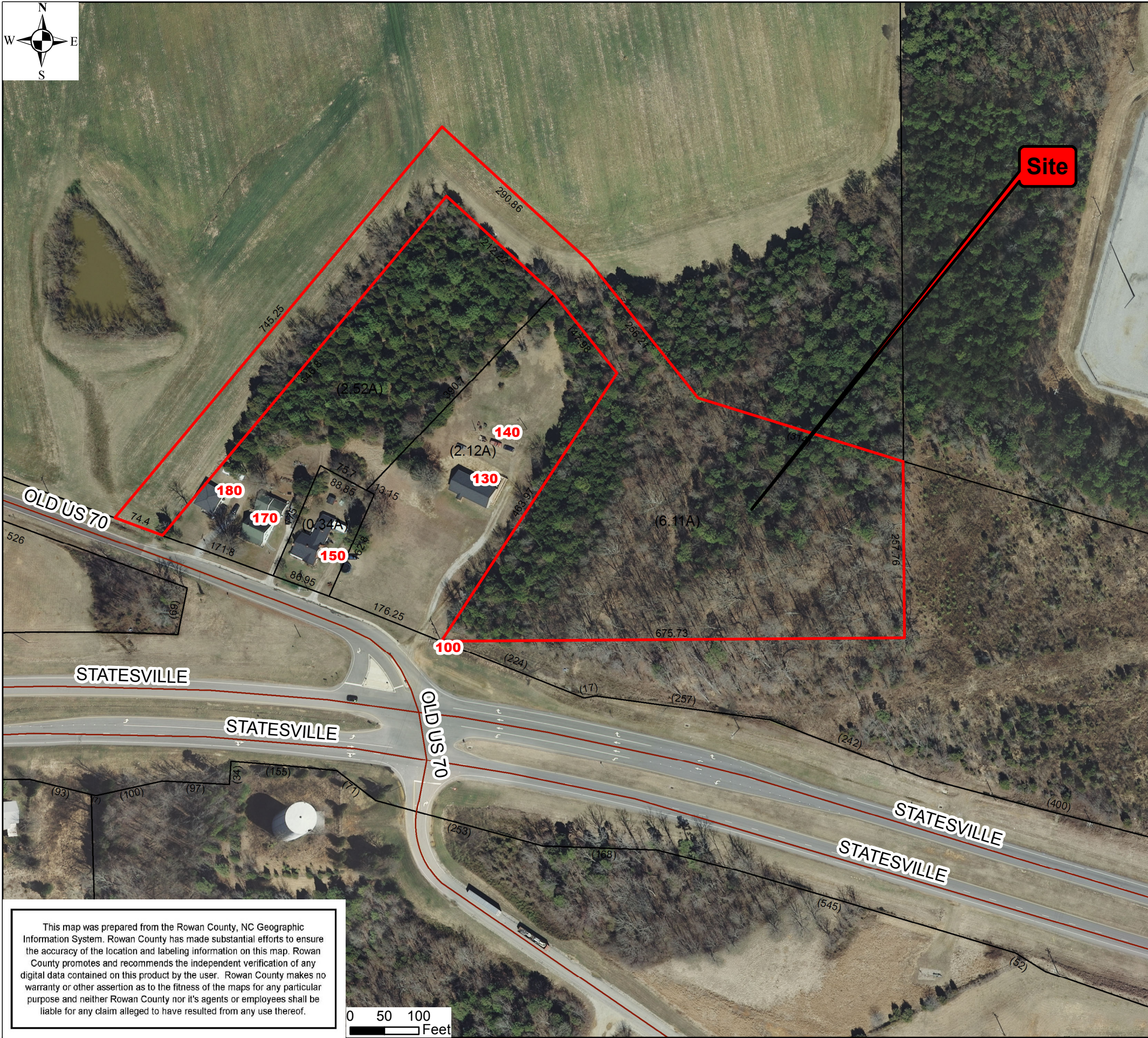
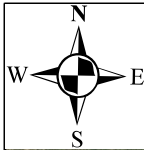
Z 08-18 is consistent with the Western Rowan Area 1 Land Use Plan based on the following: the property is adjacent to an existing 40 acre RR district, the site

would be difficult to develop for industrial use due to access and topography issues.

PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)].

STAFF COMMENTS



This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

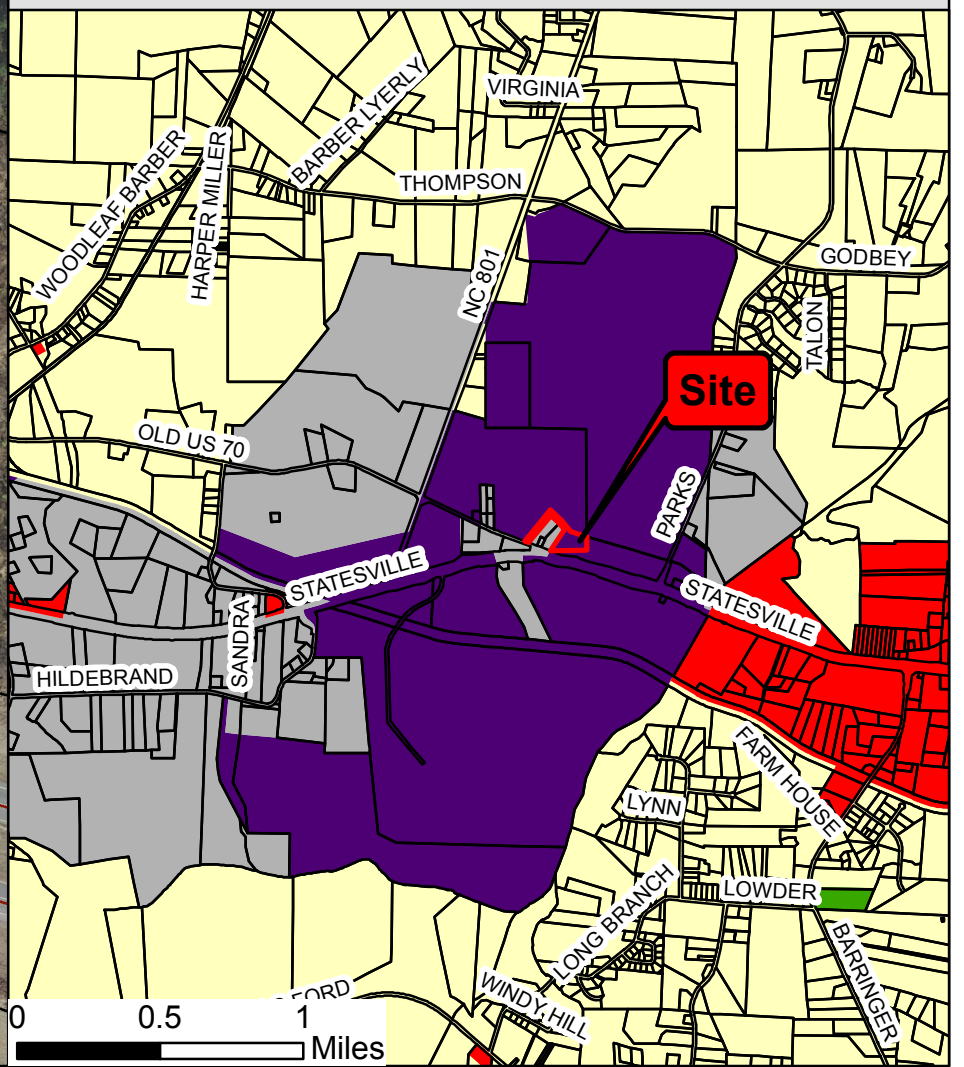
0 50 100
Feet

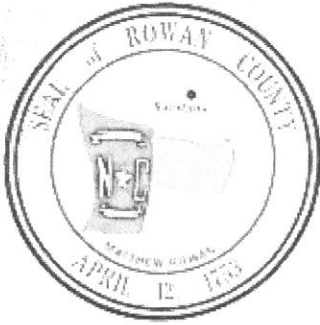
Z-08-18 Site Map



Legend

Zoning	IND	
CBI	RS	
RR	MHP	
RA		
Salisbury Zoning		
NB		
		Site
		Parcels





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

Case # Z 08-18
Date Filed 11/2/18
Received By Asan
Amount Paid _____

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Correll, Samuel E and W Correll Gloria P Trustees
Signature: Gloria P Correll Samuel E, Correll
Phone: 704 202 9678 Email: correllfarm@yahoo.com
Address: 1285 Woodleaf-Barber Rd
Cleveland NC 27013

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

Name: David Correll
Signature: David Correll
Phone: 704 202 9678 Email: correllfarm@yahoo.com
Address: 1475 Woodleaf-Barber Rd
Cleveland NC 27013

PROPERTY DETAILS:

Tax Parcel(s): 826 031 Size (sq.ft. or acres): 6.16 ac
Property Location: Old US70 Hwy
Current Land Use: Ag use
Date Acquired: Deed change 2004 Deed Reference: Book 1019 Page 508
In family since 1950's

Surrounding Land Use: North Combination of Rural Residential
South and Industrial
East _____
West _____

Existing Zoning Industrial Requested Zoning Rural Residential

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: Shane Stewart, Assistant Planning Director
DATE: February 8, 2019
SUBJECT: Schedule Public Hearing for PDS 01-14 Amendment for March 4, 2019

Rowan Summit, LLC, is requesting an amendment to their Planned Development Subdivision (PDS 01-14) identified as the Rowan Summit Shopping Center located at the corner of Julian Road and Summit Park Drive referenced as tax parcels 402C-001 and 402C-008 through 402C-015. Proposed amendments primarily include the removal of a proposed future road and the reorganization of existing adjacent outparcels along current streets in the development.

Since this request is non-controversial and no one spoke at the Planning Board meeting, staff requests the scheduling of a public hearing for March 4, 2019.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/8/2019	Exhibit
Recorded Plat	2/8/2019	Exhibit
Revised PDS Plan	2/8/2019	Exhibit
Memo Regarding Change	2/8/2019	Exhibit



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144

Phone: (704) 216-8588 – Fax: (704) 216-7986

www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: February 8, 2019
RE: **PDS 01-14 Amendment:** Planned Development Subdivision Amendment for Rowan Summit Shopping Center

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Schedule Public Hearing for **PDS 01-14 Amendment** for March 4, 2019

BACKGROUND & REQUEST

Rowan Summit, LLC, is requesting an amendment to their Planned Development Subdivision (**PDS 01-14**) identified as the Rowan Summit Shopping Center located at the corner of Julian Road and Summit Park Drive. The approved plan consists of nine (9) lots served by a private road which extends from Julian Rd. and Summit Park Dr. to an internal drive serving the shopping center, outparcels, and an identified future road extending along the I-85 northbound on / off ramp to a potential Phase II retail area currently as parcel ID 402C-002 (see enclosed recorded plat).

The revised plan proposes the reorganization of existing lots 4 (1.24 AC), 5 (1.46 AC), and 6 (1.37 AC) to a proposed 2.45 AC lot 4 and a 2.77 AC lot 5 both with access along an existing road between the main parking lot and these outparcels. Acreage within the 50' access easement adjacent to these lots will be assumed into the respective lot totals along with the reconfigured lot 3 from 1.524 AC to 1.64 AC. Somewhat nominal changes are proposed for lot 7 none of which impact the size or arrangement of proposed Anchor C (see enclosed plan labeled "EX-A" on lower right side of sheet).

While several retail / service sector uses were discussed for Phase II, it became apparent to The Hutton Company (owner of Rowan Summit LLC) additional opportunities beyond Phase I were highly unlikely and seemed most appropriate to market the Phase II property for industrial use similar to the majority of Summit Corporate Center. This property contains 493 feet of frontage along E. Ritchie Rd. (SR 2574) adjacent to the E & B Brown Enterprise facility at 150 Summit Park Dr. and across the street from 42 acres owned by the county between I-85 and Koontz Elementary.

PDS CRITERIA

Section 22-58 of the Subdivision Ordinance indicates a PDS request can be used to encourage innovative development through the modification or exemption of dimensional standards (e.g. lot width, lot depth, setbacks etc.) and / or road standards when the BOC determines the plan is *“in keeping with good planning and engineering practices and with the general safety and welfare of the public”*.

The below comments address the plan modification only.

Approval of the general concept plan proposed includes the following:

- 1. General development plan showing boundaries of areas to be developed for each proposed land use type and design standards in the PDS.** Of the three (3) lots proposed for modification, only Lot 4 has a perspective development plan at this time. Anchor D will serve as a stand alone retail store approximately 35,000 sq.ft. in size. Lots 3 and 5 will continue to be marketed for a potential retail or service sector use commonly found in shopping centers. Development of Anchor C will complete the multi-tenant development plan approved by the Board of Commissioners in 2014.

Summit Corporate Center covenants require masonry as the dominant facade for all building sides, which are reviewed for compliance prior to the issuance of zoning / building permits.

- 2. Location of public and private streets within the PDS.** Existing streets, which are identified as cross hatched areas on the proposed amendment plan, were constructed to serve all existing lots in the development. The purpose of the future access road was primarily intended to serve Phase II development but also indicated a connection from the future road to the cross hatched road generally between lots 4 & 5.
- 3. Location of land to be made available for community facilities such as schools, parks, churches, fire stations, and similar uses.** N/A.
- 4. General location of land to be dedicated as buffering, recreation, and open space.** Summit Corporate Center covenants require landscape buffers of 20 ft. along Julian Rd. and 10 ft. along the northbound on / off ramp of I-85. Depending on the specific type of development, concealment screening may be used within this buffer to address outdoor storage and loading areas. The type and spacing standards of the landscaping will be determined during covenant compliance review unless otherwise required as part of the PDS review.
- 5. General location of major utilities.** Public water and sewer from Salisbury-Rowan Utilities (SRU) were extended along the road between the main parking lot and outparcels to serve all lots within the development.
- 6. Total site acreage and method of water / sewer service.** See enclosed map for acreage in each lot and item 1 above for revised lot acreage. Outparcels were

designed for future connection at the access road described in item 5, while Anchor C has a current tap installed when the main shopping center was constructed.

**SUBDIVISION REVIEW
COMMITTEE RECOMMENDATION**

The Subdivision Review Committee did not have any concerns or comments on the revised plan.

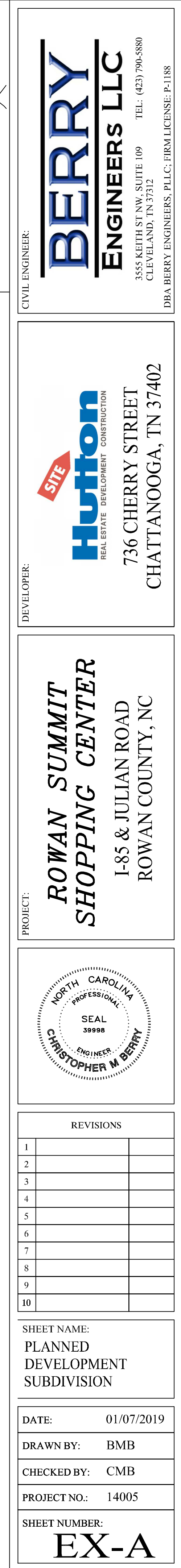
STAFF COMMENTS

request.

For the reasons stated in the background information, and the ability of the existing road to adequately serve the reconfigured lots, staff does not have any concerns with this

**JANUARY 28, 2019
PLANNING BOARD
MEETING**

No one spoke at the Planning Board meeting. The Planning Board voted unanimously (9-0) to recommend approval as requested.



EX-A



3555 Keith Street NW
Suite 109
Cleveland, TN 37312
(423) 790-5880

MEMO

DATE: DECEMBER 21, 2018

TO: ROWAN COUNTY

FROM: BEN BERRY

RE: REVISED PLANNED DEVELOPMENT SUBDIVISION
ROWAN SUMMIT SHOPPING CENTER

Enclosed is a revised planned development subdivision (PDS) plan for review and approval. The original PDS included a frontage road along the I-85 right of way with plans to connect to the undeveloped area west of the shopping center. The plan was for this area to be a phase 2 of the shopping center. In evaluating the market over the past three years, it has become clear that additional retail on this parcel is likely not realistic in the near future. It is our opinion that a better use would be industrial, similar to the majority of Summit Park. If developed with an industrial use, access would come from Richie Road and a roadway connection thru the shopping center would not be desirable.

The enclosed plan eliminates the frontage road in favor of a large retail user, Anchor D. The plan also includes minor modifications to Anchor C, which is planned for construction along with Anchor D.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin, Planner
DATE: 2/8/2019
SUBJECT: Schedule Public Hearing for Hidden View Ln. Road Name Request

The driveway at the 1150 block of Hobson Rd. has more than 3 houses accessing from it, which requires the driveway to be named. A majority of property owners along the driveway have signed the petition requesting the name Hidden View Ln. Since there are property owners who have not signed the petition, a public hearing is required to name the driveway.

Schedule public hearing for March 4th.

ATTACHMENTS:

Description	Upload Date	Type
Memo	2/8/2019	Cover Memo
Petition	2/8/2019	Cover Memo



Rowan County Planning and Development Department

402 North Main Street • Salisbury, N.C. 28144-4341

Planning: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin
RE: Road Names
DATE: February 8, 2019

MAJORITY PETITION—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name request:

Proposed Name: Hidden View Ln.

Currently Known As: No Name

Location: 1150 Block of Hobson Rd

Property Owners: Walter Pence, Mark Drechsler, Connor Hutchison, Arthur Brown, Sylvia Rivers

ROWAN COUNTY
Planning and Development
Road Naming
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Jennifer Goble, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8600 Fax: 704 638-3130
Email: Jennifer.Goble@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

**FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION
IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.**

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Hidden View Lane
Second Choice: Hidden View Drive
Third Choice: Hidden View Way

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

- ☒ Assignment of a name to an unnamed road.
☐ Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road

State road numbers(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR _____ (Highway Number) NC# _____
US# _____

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." No Name

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

UNANIMOUS PETITIONS submitted with 100% of property owners' signatures may be approved by the addressing committee located within the Planning and Development Department while **MAJORITY and SPECIAL CONSIDERATION** petitions will be taken for Commissioner approval through the public hearing process and may take 30 days or more for the procedure.

***When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.**

Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Mark Drechsler Mark Drechsler Jane
Address 1365 Hobson Rd
City Cleveland State NC Zip 27013
Telephone: Home 704 278 4419 Other 704 202 3789 Tax map/parcel number 257 007

DATE: 12-28-18

Road name agreed on:

1. Hidden View Lane
2. " " Drive
3. " " Way

Signature, address and telephone number of PROPERTY OWNER:

1. SIGNATURE [Signature]
Address 1367 Hobson Rd

Map _____ Parcel 257 044
Phone #: 704 902 1068

2. SIGNATURE W. Eric Penney

Address 4455 Chenault Rd
Cleveland NC 27043
Map _____ Parcel 256 008
Phone #: _____

3. SIGNATURE Connor R. Hutchins

Address 12220 STATESVILLE BLVD
CLEVELAND NC 27013
Map _____ Parcel 257 008
Phone #: 704-278-9127

4. SIGNATURE _____

Address _____
Map _____ Parcel 257 043/004
Phone #: _____

5. SIGNATURE _____
Address _____

Map _____ Parcel 257 006
Phone #: _____

6. SIGNATURE _____

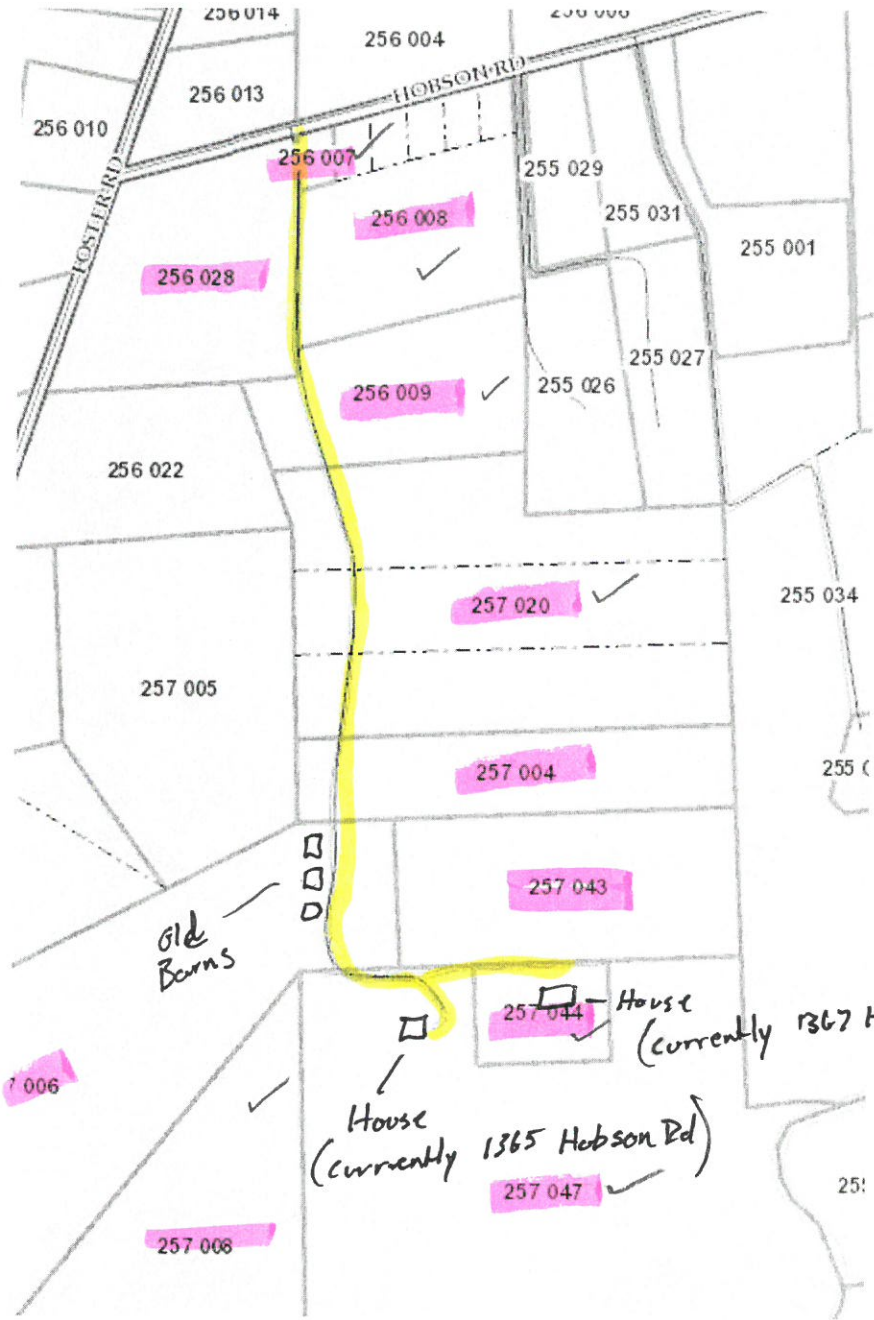
Address PO Box 218
Union Grove, NC 28689
Map _____ Parcel 264 028
Phone #: _____

7. SIGNATURE _____

Address _____
Map _____ Parcel _____
Phone #: _____

8. SIGNATURE _____

Address _____
Map _____ Parcel _____
Phone #: _____



256	028	
256	007	✓
256	009	✓
257	020	✓
257	004	same owner
257	043	
257	006	
<hr/>		
256	008	✓
257	008	✓
257	047	✓
257	044	✓

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: February 8, 2019
SUBJECT: Set Public Hearing to Consider Financing Proposals for Kannapolis City Schools' Capital Projects

Please see attached memo.

Please approve public hearing request.

ATTACHMENTS:

Description	Upload Date	Type
Memo	2/8/2019	Backup Material

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



James M. Howden, 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*

RE: Public Hearing to Consider Financing Proposals for Kannapolis City Schools' Capital Projects

DATE: February 7, 2019

Please add the following to the Consent Agenda of the Board's February 18th meeting:

- Set a public hearing for March 4, 2019 to consider financing proposals to be received for improvement projects to Kannapolis City Schools' facilities

Thank you.

Equal Opportunity Employer



recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: February 8, 2019
SUBJECT: Approval to Award Contract for Radio Communications Consultant

Please see attached memo.

Please approve awarding a contract for a Radio Communications Consultant.

ATTACHMENTS:

Description

Memo

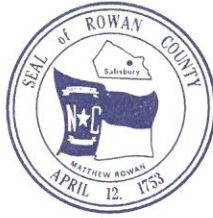
Upload Date

2/8/2019

Type

Backup Material

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



James M. Howden, 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*
David Sifford, Purchasing Agent *DS*

RE: Approval of Contract for Radio Communications Consultant

DATE: February 7, 2019

After due advertisement, proposals for a Radio Communications Consultant were received and opened by David Sifford, Purchasing Agent. The consultant will work with Rowan County to study the current Radio Communications System and offer recommendations for the future of the System.

The Finance Department received proposals from five consulting companies: Federal Engineering, Mission Critical Partners, Televate, TUSA Consulting Services and ACD Telecom. A panel composed of the Rowan County Sheriff, Telecommunications Director, Information Technologies Director, Rockwell Police Chief, Radio Maintenance Manager for the City of Salisbury and the Rowan County Purchasing Agent reviewed the proposals and chose three consultants for in-depth interviews. The panel met with Televate, Mission Critical Partners and Federal Engineering to further discuss their proposals. Federal Engineering submitted the proposal with the lowest cost of \$149,341. The pricing summary for each of the proposals are attached. The complete proposal packages are on file in the Purchasing Office. The amount is within the approved fiscal year 2019 budget.

Staff's Recommendation: It is the recommendation of the Sheriff's Office, Telecommunications Department, Information Technologies Department and the Finance Department that a contract be awarded to Federal Engineering for Radio Communications Consulting work at a cost not to exceed \$149,341.



Rowan County, North Carolina



"Unleashing the Power of Technology"

Cost Proposal for: Radio Communications Consulting

November 14, 2018



**Federal
Engineering®**



"Unleashing the Power of Technology"

**Federal
Engineering®**

Federal Engineering, Inc.

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

November 14, 2018

Rowan County Finance Department
Attention: David Sifford, Purchasing Agent
130 West Innes Street
Salisbury, NC 28144

Dear Mr. Sifford:

Federal Engineering, Inc. (**FE**) is pleased to submit this proposal to Rowan County, North Carolina to serve as radio communications consultant on behalf of the County. The attached cost proposal details the pricing for tasks required for the successful completion of the project as defined in your RFP for Consulting Services for Public Safety Radio Communications and clarified in Addendum 1 dated November 2, 2018.

FE specializes in the planning, assessment, needs analysis, conceptual design, specification, and RFP development to upgrade standards-based P25 digital systems in all frequency bands. We have extensive experience in providing services related to vendor evaluation, contract negotiations, system implementation, and testing oversight.

FE's proposal is complete and compliant with the requirements in the RFP and describes, in detail, how we will accomplish the required tasks. **FE** possesses the permits, licenses, and professional credentials required to perform consulting services as specified in the RFP.

Our senior management team is actively involved in all projects, providing both technical and operational guidance and executive management of the team and our high-quality deliverables. As the founder of **FE**, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I hereby authorize submission of this proposal and bind Federal Engineering, Inc. to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals.

My team and I look forward to working with Rowan County on this project.

Sincerely,

Ronald F. Bosco
President and Chief Executive Officer
Federal Engineering, Inc.



Rowan County, North Carolina

Radio Communications Consulting

Table of Contents

COST PROPOSAL.....	1
Firm Fixed Price.....	1
Price Breakdown per Task.....	1
Hourly Rates	2
Basis of our Proposal.....	3

Table of Exhibits

Exhibit 1—Cost Breakdown by Task	1
--	---





Rowan County, North Carolina

Radio Communications Consulting

COST PROPOSAL

Firm Fixed Price

The total firm fixed price, including labor, travel, and other direct costs, for the Rowan County Radio Communications Consulting project is \$149,341.

FE's proposed price for this project is indicative of the efficiency of our operations, our proven automated tools, our vast experience completing similar projects, and our view of the strategic nature of Rowan County's project. Further, it is not our culture to "up-scope" during contract negotiations or during the project, unless the County adds scope of work beyond that outlined their RFP.

Price Breakdown per Task

A breakdown of activities and proposed costs for services and deliverables is provided in the table below.

Tasks	Description	Cost
Phase I	Needs Assessment and Recommendations	\$78,272
Phase II	RFP Procurement System Upgrade	\$46,143
Phase III	Project Management and Implementation Support Services	\$24,926
	<i>Total</i>	\$149,341

Exhibit 1—Cost Breakdown by Task

The above are the costs for each task and not intended to represent invoicing milestones. There may be multiple invoicing milestones within each task that will be mutually agreed upon.





Rowan County, North Carolina

Radio Communications Consulting

Hourly Rates

If required by Rowan County, **FE** can provide additional services in accordance with the rate schedule below.

SCHEDULE A

Effective January 1, 2018 through December 31, 2019

Principal	\$ 330.00 per hour
Vice President	\$ 298.00 per hour
Assistant Vice President	\$ 265.00 per hour
Director/Chief Consultant	\$ 233.00 per hour
Senior Consultant	\$ 195.00 per hour
Consultant	\$ 168.00 per hour
Senior Analyst	\$ 140.00 per hour
Analyst	\$ 103.00 per hour
Administrative / Computer Services	\$ 71.00 per hour

TERMS AND CONDITIONS

1. Labor rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

Proprietary Notice

This proposal, its contents, and appendices are proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

Copyright ©2018 by Federal Engineering, Inc. All rights reserved. Printed in the United States of America. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form, or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the publisher.

Fairfax, Virginia





Rowan County, North Carolina

Radio Communications Consulting

Basis of our Proposal

1. This proposal assumes Federal Engineering, Inc. will perform the tasks as called out in the technical proposal (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **FE** will provide draft and final deliverables electronically to Rowan County, North Carolina.
3. This proposal assumes that the County's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
4. Any optional or additional tasking will be authorized by mutual agreement of the County and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in a task order by the County and **FE**.
5. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the Rowan County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
6. **FE** will review up to three radio infrastructure vendor proposals and up to three radio subscriber equipment vendor proposals. If additional hours are required to review additional proposals, a mutually agreeable amendment to this SOW will be executed by both parties.
7. **FE** will develop the requirements for the Subscriber Testing and Verification Program to be included in the Subscriber Equipment RFP. The testing will be conducted onsite in the County by the selected vendors, as part of the procurement evaluation process. **FE's** senior consultant will spend up to five days (40 business hours) onsite to observe and evaluate the success of each vendors' demonstrations and testing. If additional hours are required for subscriber equipment testing and verification, a mutually agreeable amendment to this SOW will be executed by both parties.
8. The level of effort for Phase III Project Management and Implementation Support Services can vary greatly depending upon the winning equipment vendor's proposal as well as the division of responsibilities among the equipment vendor, County, and Consultant. This proposal, therefore, is based upon a maximum of 148 hours of **FE** senior consultant support and includes onsite attendance at up to two public meetings





Rowan County, North Carolina

Radio Communications Consulting

and two days onsite to observe vendor coverage testing. Project status meetings will be attended via conference calls. If additional onsite trips or hours are required, a mutually agreeable amendment to this SOW will be executed by both parties.

9. This proposal is based upon a contract award on or before December 3, 2018 and start date on or before January 3, 2019 and assumes a 44-week schedule to completion. The schedule for procurement and implementation oversight will be adjusted after determination of the County's procurement schedule and the vendor's final approved implementation schedule. Delays to the project schedule due to actions or lack of actions on the part of the County, County participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, and vendor delays may impact the program schedule and/or costs to the County, will be brought to the attention of the County's project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment.
10. This proposal assumes a mutually agreeable invoicing schedule for work completed.
11. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the County.





MissionCriticalPartners
Because the Mission Matters

Radio Communications Consulting

Cost Proposal

PREPARED NOVEMBER 12, 2018
FOR ROWAN COUNTY, NORTH CAROLINA
COPY 6 OF 10

Cover Letter

November 12, 2018

Rowan County Finance Department
Attention: David Sifford, Purchasing Agent
130 West Innes Street
Salisbury, NC 28144

Re: Radio Communications Consulting — Cost Proposal

Dear Mr. Sifford:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to offer Rowan County, NC (County) this cost proposal in response to the County's request for proposal (RFP) for Radio Communications Consulting services. The MCP team serves as an independent agent with considerable experience in local government management roles, and extensive experience in performing public safety consulting services for state, local, and federal government entities.

As required, we are submitting the cost proposal in the following format: one (1) signed original, along with ten (10) copies provided separately in a sealed envelope.

Mission Critical Partners has identified Philip L. Penny, ENP as the point of contact for this proposal response. His contact information follows:

Philip L. Penny, Consultant
Mission Critical Partners
3737 Glenwood Ave. Suite 100
Raleigh, NC 27612

Cell: 919.210.5255
Office: 919-322-9607
Fax: 814.217.6807
Email: PhilipPenny@MissionCriticalPartners.com

I, John L. Spearly, am the authorized representative signing and submitting this proposal on the Company's behalf. I may be contacted at 888.862.7911 or JohnSpearly@MissionCriticalPartners.com.

Sincerely,

Mission Critical Partners, LLC



John L. Spearly
Vice President and Director of Administrative Services

Professional Services outlined in the technical proposal will be provided for a fixed fee as outlined in the project pricing table below. Please note, that pricing was not provided for system implementation due to the fact that there are many variables involved in the implementation which are dependent upon the solution provided. Once a solution has been provided, MCP can negotiate the level of support and service fee for the implementation of the new network.

Project Pricing	
Phase I – Needs Assessment and Recommendations	\$46,448
Phase II – RFP Procurement System Upgrades	
A – System Procurement Support	\$59,820
B – Radio Procurement Support	\$40,344
Phase III – Project Management and Implementation Support	TBD
Phase IV – Final Acceptance	TBD
TOTAL	\$146,612

The fee is fully loaded, and MCP recognizes that it is responsible for costs related to travel, housing, transportation, per diems, communications devices, and computer equipment. An hourly rate schedule is attached. Any additional services contracted in subsequent years will be performed at MCP's then current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Rowan County.

An invoice shall be submitted each month and include the percentage of work completed relevant to the fee and shall be reviewed and paid within 30 days of receipt.

Based on the current MCP understanding of what is to be accomplished, the pricing identified above represents an estimate of the work anticipated for the project to be successful. MCP's priority is for this project to be successful for Rowan County.

MISSION CRITICAL PARTNERS, LLC
2018 Rate Schedule – Including Expenses

Title	Rate/Hour
Support Specialist	\$90.00
Support Specialist I	\$96.00
Support Specialist II	\$115.00
Support Specialist III	\$121.00
Emergency Number Specialist	\$129.00
Public Safety Specialist	\$148.00
Policy Specialist/Technical Writer	\$148.00
Public Safety Specialist II	\$162.00
Communications Specialist	\$176.00
Planner	\$185.00
Assistant Project Manager	\$186.00
Technology Specialist I	\$199.00
Project Manager	\$207.00
Consultant	\$212.00
Operations Specialist I	\$212.00
Technology Specialist II	\$212.00
Lead Policy Consultant	\$219.00
Operations Specialist II	\$225.00
Emergency Response Specialist	\$225.00
Sr. Technology Specialist	\$225.00
Sr. Project Manager	\$231.00
Sr. Consultant	\$238.00
Sr. Service Specialist	\$238.00
Program Manager	\$244.00
Forensics Analyst	\$251.00
Sr. Program Manager	\$274.00
Consulting Manager	\$274.00
Principal	\$284.00

The background of the entire page is a photograph of two radio communication towers. The towers are silhouetted against a sky with soft, colorful clouds in shades of orange, yellow, and blue, suggesting a sunset or sunrise. The towers have multiple antennas and satellite dishes attached to them.

TELEVATE

Telebate Cost Proposal to:
Rowan County, North Carolina
Radio Communications
Consulting
Request for Proposal
November 14, 2018

8229 Boone Blvd, Suite 720, Vienna, VA 22182

M: 703-639-4200 | F: 703-992-6583

www.televate.com

Cover Letter



TELEVATE

Rowan County Finance Department
Attention: David Sifford, Purchasing Agent
130 West Innes Street
Salisbury, NC 28144

November 14, 2018

Dear Sir/Madam,

Televate, LLC is pleased to submit our **cost proposal** to Rowan County, NC (the "County") in response to the County's objective to obtain a Consultant to assist with the assessment of the existing public safety radio system, the development of recommendations for upgrading/replacing the radio and associated systems and a proposed structure for operations of the complete system. With an open and proactive approach, the County is embarking on an important step to modernize its current public safety radio infrastructure. The primary objective of the project is to develop a plan for system ownership, continuity, operations, and replacement of subscriber inventory for future stability.

As a leading public safety communications solutions company, Televate offers unsurpassed expertise in voice and data interoperability, land mobile radio system (LMR) design, implementation and operations, public safety wireless broadband networks, and information technology networks and applications. Our expert skills in the fundamental aspects of public safety communications technologies, coupled with our extensive hands-on experience with the technical and operational needs of the public safety community enable us to deliver the right mission critical solutions on time, and at the lowest possible cost. Our staff has demonstrable success in supporting similar initiatives throughout the country and our experience with emerging industry trends and initiatives, including FirstNet and Next Generation 9-1-1, make us uniquely qualified to serve the as the County's trusted partner and consultant.

Our proposal will demonstrate that Televate has:

- The Land Mobile Radio system design, procurement and implementation experience necessary to support the County
- The necessary qualified staff with availability to complete the project in a timely manner
- The proposed staff has extensive planning, procurement, implementation, testing and cutover experience with standards-based P25 Systems, both via sole-source and competitive procurements, and
- Is licensed to do business in the State of North Carolina.

Furthermore, Televate is clearly best suited to support the County's need to identify and address user interest in increased data capabilities and applications relating to the review of FirstNet impact and interoperability.

We have included detailed descriptions of selected previous similar projects which demonstrate our experience in the areas required by the County, including:

- **City of San Antonio, Texas:** San Antonio Urban Area Regional Project 25 Radio Network
- **District of Columbia, Office of Unified Communications:** District of Columbia P25 Radio System
- **Steuben County, NY:** Radio Systems Assessment and Agency Merger Evaluation
- **Kent County Dispatch Authority, Kent County, MI:** Project 25 Network implementation
- **Mobile County, AL:** Project 25 Radio ISSI and Asset Analysis

- **City of Suffolk, VA:** P25 Upgrade Assessment and Implementation, and
- **Pike Peak/City of Colorado Springs, CO:** Public Safety/Public Service Radio Network Capability Consulting Services.
- **State of North Dakota:** Radio Systems Evolution Assessment
- **State of Ohio:** System Evolution and Fiscal Planning

Televate understands that public safety and public service agencies in Rowan County are only as effective as the mission critical communications systems that support them. We believe that collaboration with the County project executives and stakeholders is fundamental to the success of this project. The County should look to a partner with direct applicable experience, a sound project approach, and a dedication to excellence, who will collaborate with the stakeholders to advance a successful program. We are excited to submit our proposal to Rowan County, and we are confident that our qualifications and well-conceived project approach will fulfill the County's vision for implementing its next generation of mission critical land mobile radio systems that will be cost-effective, interoperable and sustainable.

Mr. Rick Burke will serve as the primary contact to the County with regard to the RFP response and is authorized to make representations on behalf of and to bind the firm. Mr. Burke's contact information is provided below.

Televate confirms that it is willing and able to provide all services necessary to support Rowan County in the assessment, design, procurement and implementation of all elements of the anticipated systems upgrade and will comply with the terms and conditions described in the RFP. Additionally, Televate has no affiliation with any vendors or equipment and systems to be assed and is a completely unbiased consultant.

Televate offers unsurpassed expertise in voice and data interoperability, LMR system design, implementation and operations, wireless broadband networks for public safety, information technology and internet protocol (IP) networks and applications.

We are confident our qualifications and well-conceived project approach will fulfill the project's vision as described in the County's RFP. Please contact the undersigned if you have any questions regarding this proposal. Thank you for your consideration.

Sincerely,



A. Richard Burke
Managing Partner, Televate, LLC
8229 Boone Blvd. Suite 720
Vienna, VA 22182
703-639-4201
rburke@televate.com

Cost Proposal

Televate is pleased to submit our cost proposal to Rowan County for Radio Communications Consulting Services. The proposed fixed cost proposal for Phases I and II services reflects the proposed scope of work, inclusive of labor and expenses, and corresponding assumptions as described in our proposal response. The cost of the Phase III services and the underlying approach to provide support during the Implementation phase of the project are detailed below. In developing the proposed Rowan County project cost proposal, Televate itemized the activities per County-defined project task categories and estimated the number of hours per professional labor category per subtask within each primary task. We additionally projected the number of days required to perform the tasks onsite, and wherever possible, leveraged onsite trips to accomplish multiple activities within and between the task categories to best manage and reduce travel costs. Our proposed pricing per task includes all travel, lodging and meals, along with all other miscellaneous expenses. Lodging and meals would be invoiced at stated GSA per diem rates if acceptable to the County.

Televate's cost proposal assumes that the County and its stakeholders will provide information to support various task activities and further assumes that the required stakeholders will be available to participate in the efforts outlined in the proposal. In addition, Televate assumes that the County will provide a point of contact and will support the coordination of department meetings, help identify meeting facilities and review Televate deliverables in a timely manner to ensure the continuity of the project.

If the scope of work is modified over the course of the project, the cost estimate could potentially be adjusted based on the standard professional staff labor categories and hourly labor fees enclosed herein. Any modifications to the project scope will be discussed in advance between the County and Televate's program manager. If modified, Televate will provide a revised task proposal with associated cost for approval prior to initiating the work.

We value our commitment to the County and the region's public safety community and have priced our services in a manner that offers the best value. Please contact Mr. A Richard Burke, Managing Partner (8229 Boone Blvd. Suite 720, Vienna, VA 22182, Phone: 703-639-4201) for any questions.

1.1 Phase III Implementation Services

It is important to note that Televate's proposed **Phase III: Project Management and Implementation Support Services** service offering is based on an anticipated level of support that Televate could provide the County during the implementation phase and represents a not to exceed level of support and budget. Televate proposes to work with the County project management team to clearly define the scope of Televate implementation services. The County will certainly take a key leadership role during this phase and will take ownership of whatever aspects of the work within its capability and resource load capacity. Televate's role can be more or less depending on a variety of factors, and Televate would work closely with the County to determine our role prior to initiating this aspect of the project and to define the associate budget.

On radio implementation and migration projects of the County's magnitude, it is challenging to accurately forecast and price each and every implementation task; such projects tend to encounter occasional deviations and activity modifications due to unforeseen or new requirements. For example, the **Needs Assessment and Recommendations** and the **RFP Procurement System Upgrades** task are less challenging to define and price than the **Project Management and Implementation Support Services** task. The County and Televate have more control over tasks we collectively design and manage

like the **Needs Assessment** and **RFP Procurement** activities than a task like the **Implementation Support**, which is more complicated, and for which it is more challenging to predict the duration and potential scope changes.

We have carefully relied on our previous experiences on similar projects and have made a variety of assumptions regarding the duration of activities and estimated a not to exceed cost per major task category based on the subtasks listed below. Our objective is to serve as the trusted consultant for the County on this critical public safety radio communications project, and we commit to deliver our support in the most effective and cost-efficient manner. We fully understand the County's objectives to manage project cost and will work closely with the County to streamline Televate activities to ensure the success of the program at the best value to the County.

Project Scope	Estimated Hours	Proposed Cost Labor & Expenses
Phase I: Needs Assessment and Recommendations	288	\$53,308
Phase II: RFP Procurement System Upgrades	328	\$54,331
Phase III Estimate : Project Management and Implementation Support Services (Phase III scope of work and associated cost to be finalized with Rowan County)	656	\$113,193
TOTAL Project	1272	\$211,538

Table 1: Televate Price Proposal

Labor Form	Televate Standard Rates
Partner/Sponsor	\$ 212.00
Subject Matter Expert	\$ 186.00
Senior Consultant/Project Manager	\$ 175.00
Senior Engineer/Senior Consultant	\$ 159.00
Site Accusation/Construction Manager	\$ 125.00
GIS Specialist	\$ 99.00
Project Coordinator	\$ 90.00

Table 2: Televate Hourly Rates

TAB 6 Cost Proposal



The following fee proposal is based off an hourly rate of \$150 an hour. All expenses are invoiced at cost, with no markup. The price listed below and on the following page is a not to exceed price. If TUSA misjudged the amount of time to perform the tasks in this scope of work, TUSA will perform the additional work at no additional cost to Rowan County. In addition, TUSA will only invoice for actual work performed.

Phase I - User Needs Assessment			
Description	Total Hours	Cost	Travel Expenses (estimate)
Task 1.1 - Project Kickoff Meeting/Site Inspections	20	\$3,000.00	\$2,150.00
Task 1.2 - User Questionnaire Session	16	\$2,400.00	\$0.00
Task 1.3 - User Interviews	60	\$9,000.00	\$1,650.00
Task 1.4 - Coverage Map Development (Existing 800MHz and VHF Paging)	32	\$4,800.00	\$0.00
Task 1.5 - Conceptual Modernized System Development & Coverage Maps (800MHz and VHF Paging)	40	\$6,000.00	\$0.00
Task 1.6 - Report Deliverable Development/Submittal	16	\$2,400.00	\$2,150.00
Task 1.7 - Findings Presentation/Workshop	20	\$3,000.00	\$0.00
Phase 1 Subtotals		\$30,600.00	\$5,950.00
Subtotal		\$36,550.00	
Phase I Total		\$36,550.00	
Phase II Specification and Procurement			
Description	Hours	Cost	Travel Expenses
Task 2.1 - RFP Specifications Development (2-drafts/1-final)	94	\$14,100.00	\$1,325.00
Task 2.2 - RFP Pre-Proposal Conference/Addenda Development	24	\$3,600.00	\$1,325.00
Task 2.3 - RFP Response Evaluation (3 Vendor Submittals)	105	\$15,750.00	\$0.00
Task 2.4 - Vendor Oral Presentations (3 total) and Planning	36	\$5,400.00	\$1,325.00
Task 2.5 - Contract Negotiation - ATP Development	44	\$6,600.00	\$2,700.00
Task 2.6 - User Equipment Test Verification per Rowan RFP	36	\$5,400.00	\$2,700.00
Task 2.7 - PM Progress Report Submittals - Phase II	28	\$4,200.00	\$0.00
Phase II Subtotals		\$55,050.00	\$9,375.00
Phase II Total		\$64,425.00	

Phase III Implementation (Estimate 18 months) Optional

<u>Description</u>	<u>Hours</u>	<u>Cost</u>
Task 3.1 Project Kickoff Meeting	36	\$5,400.00
Task 3.2 Initial Vendor Design Review Meeting	124	\$18,600.00
Task 3.3 Second Vendor Design Review Meeting	44	\$6,600.00
Task 3.4 Project Review Meeting Sessions (32)	384	\$57,600.00
Task 3.5 Factory Staging of System	28	\$4,200.00
Task 3.5 Construction Progress Insections (15)	300	\$45,000.00
Task 3.6 Functional Acceptance Testing	36	\$5,400.00
Task 3.7 Coverage Test Verification	170	\$25,500.00
Task 3.8 Burn-in Test Verification	28	\$4,200.00
Task 3.9 Migration Plan Review	26	\$3,900.00
Task 3.10 Training Program Review	30	\$4,500.00
Task 3.11 User Migration Oversight	110	\$16,500.00
Task 3.12 Phase III Report Deliverables (48)	192	\$28,800.00
Task 3.13 PM Progress Report (32)	128	\$19,200.00
Task 3.14 Conduct Final Site Inspections	16	\$2,400.00
Task 3.15 Review ATP and Vendor Coverage Test Results Submittals	32	\$4,800.00
Task 3.16 Develop and Resolve Vendor Punch List Items	28	\$4,200.00
Task 3.17 Receive and Review Vendor As-Built Documentation Submittals	20	\$3,000.00
Task 3.18 Project Close Out-Certificate of Completion	12	\$1,800.00
Phase III Subtotal		\$261,600.00
Travel (8.5%)		\$22,087.73
Phase III Total		\$283,687.73

Rate of Services	
<u>Description</u>	<u>Hourly</u>
Project Manager	\$150.00
Project Supervisor	\$150.00
Drafting	\$70.00
Administrator	\$65.00



Rowan County, NC
Request for Proposal
Radio Communications Consulting



Cost Proposal

ACD Telecom's all-inclusive quote for the proposed project's Phase I SOW is \$29,925.00. The cost per phase for the remaining phases can be found in the table below should Rowan County decide to retain ACD Telecom's services for the subsequent phases. This is based on time and materials. This price includes all labor, services and materials under the contract. It does not include any frequency coordination costs, structural engineering, if needed, nor does it include costs for any ancillary services such as lawyer's fees, if needed.

Cost Per Phase	
Phase I – Needs Assessment and Recommendations	\$29,925.00
Phase II (Optional) – RFP Procurement System Upgrades	\$47,500.00
Phase III (Optional) – Project Management and Implementation Support Services	\$94,000.00
Total All-Inclusive Proposed Project Cost	\$171,425.00

This price includes contract negotiations for thirty (30) calendar days. If contract negotiations extend beyond thirty (30) calendar days, the County will be charged \$150 per hour.

Hourly Rates	
Project Manager	\$225/Hour
Public Safety Specialist	\$150/Hour
Senior RF Engineer	\$175/Hour
Technical Support Specialist	\$105/Hour
Administrative Assistant	\$65/Hour

Invoices will be submitted monthly for the work performed that month. Payments are due within thirty (30) days of receipt. Out of Pocket expenses include airfare, rental cars, fuel for rental cars or mileage, tolls, parking, meals, lodging, postage/overnight shipping.



Rowan County, NC
Request for Proposal
Radio Communications Consulting



Additional Services

If the County at any time during the project, desires services that are outside of the scope of work as delineated in our proposal, ACD Telecom will prepare a proposal outlining the estimated effort, resources required, anticipated expenses and costs for the requested services. The fee is \$150 per hour with the number of hours dependent on the scope of the desired services. Upon approval of the proposal by the County, ACD Telecom will provide the requested services at the agreed upon cost.

Requirements for Support from Rowan County

If the County decides to retain ACD Telecom's services for the optional phase II and phase III of the project. ACD Telecom would require support during Coverage Acceptance Testing, we would require use of county vehicles as well as one to two county personnel in each testing vehicle.

Terms & Conditions

ACD Telecom agrees to the terms & conditions as described in the RFP.

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: 2/8/19
SUBJECT: Talbert, Bright & Ellington Contract - Tree Clearing at Airport

Please see attached.

Please approve the attached contract between Rowan County and Talbert, Bright & Ellington for tree clearing services at the Mid-Carolina Regional Airport.

ATTACHMENTS:

Description	Upload Date	Type
Talbert, Bright & Ellington Contract - Tree Clearing at Airport	2/8/2019	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM
Date: 1/14/2019
SECTION I - DEPARTMENT COMPLETES

Department: <u>Airport</u>	Account #: <u>6344550-434600</u>	Amount: \$ <u>39,792.82</u>
	Account #: _____	Amount: \$ _____
		Total: \$ <u>39,792.82</u>
Vendor name: <u>Talbert, Bright, & Ellington</u>	Term Dates: <u>Five years</u>	
Contract description: <u>Clearing MALSR Obstructions and Grading for Sky Diving Operations</u>		
POC name: <u>Andy Shook</u>	Phone: <u>704-426-6070</u>	
POC email: <u>ashook@tbeclt.com</u>		
Vendor mail address: <u>3525 Whitehall Park Drive Suit 210 Charlotte, NC 28273</u>	Vendor #: <u>3135</u>	
<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> Contract renewal	Munis contract #: <u>NA</u>
<input type="checkbox"/> Amendment to contract	<input checked="" type="checkbox"/> Vendor signatures	Munis BA #, if applicable: <u>NA</u>
Notes: _____		
Department Head Initials: <u>KD</u>		Date: <u>1/14/2019</u>

SECTION II - CONTRACT ADMINISTRATOR REVIEW

<input checked="" type="checkbox"/> Section I properly completed	<u>N</u> Requires Board approval (Y/N)
<input checked="" type="checkbox"/> Budgeted funds are available	
Contract Administrator Initials: <u>DS</u>	
Date: <u>2/6/19</u>	

SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: NH Date: _____

SECTION IV - INSURANCE REVIEW

<input type="checkbox"/> Hold contract pending receipt of Certificate of Insurance	<input type="checkbox"/> Certificate attached and approved	<input type="checkbox"/> No insurance required
Risk Manager Initials: _____		Date: _____

SECTION V - LEGAL REVIEW

<input type="checkbox"/> Non-appropriation clause	<input type="checkbox"/> Indemnity clause	<input type="checkbox"/> Termination clause	<input type="checkbox"/> E-verify clause
<input type="checkbox"/> Approved as to form and sufficiency		<input type="checkbox"/> If Board approval required, sent to Department for agenda item	
Attorney Initials: _____		Date: _____	

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

<input type="checkbox"/> Budgeted funds are available	<input type="checkbox"/> Contract has been pre-audited
Finance Director Initials: _____	
Date: _____	

SECTION VII - COUNTY MANAGER REVIEW

<input type="checkbox"/> Contract has been properly signed by all parties
County Manager Initials: _____
Date: _____

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. ☐ Yes ☐ No Date: _____

☐ Document fully executed, scanned and posted on the County website Date: _____

Contract Administrator Initials: _____ Date: _____

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

WORK AUTHORIZATION

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

**FOR:
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
(CONSTRUCTION ADMINISTRATION)**

**AT:
MID-CAROLINA REGIONAL AIRPORT**

**REFERENCING:
NCDOT-DOA #: TBD**

TBE #3708-1802

November 16, 2018

I. PROJECT SUMMARY

This project will include the clearing of trees inside the critical area of the Runway 20 MASLR, and the clearing and grubbing of trees for a new landing zone for the current sky diving tenant. Currently, the critical zone of the Runway 20 MASLR is beginning to be penetrated by trees. During the project, trees located on Airport property that are within 200' of the extended runway centerline (totaling a 400' wide section) will be removed by use of clearing and grinding. The Airport is looking to move the sky dive operation to the west side of the airfield to give the operators a larger landing zone and move them farther away from aircraft traffic. This 800' x 800' landing zone will be cleared and grubbed to ensure a usable landing zone, and will be fine graded to prevent ruts and drop-offs.

The services included for this project will be construction administration in a lump sum format, and Quality Assurance Testing in a not to exceed basis. All items are necessary to ensure removal is complete for all trees located in the critical area of the Runway 20 MASLR, and that a suitable landing zone is obtained for sky dive operations.

The construction administration and Quality Assurance Testing for this project will be funded using FAA Non-Primary Entitlement (NPE) funding.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering Services will be provided for construction administration, and Quality Assurance Testing of the contract drawings for the proposed Tree Removal and Grading project, as depicted in the attached exhibit, for Mid-Carolina Regional Airport in accordance with the Master Contract dated January 9, 2014.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of \$25,792.82 including \$503.15 for expenses. Special services shall be performed on a not to exceed basis with a budget of \$14,000.00. The total value of this Work Authorization shall not exceed \$39,792.82 without additional authorization.

III. DESIGN CRITERIA AND REQUIREMENTS

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

IV. WORK TASKS

BASIC SERVICES

CONSTRUCTION ADMINISTRATION PHASE:

The construction phase services for this project includes coordination with the Owner for award of the construction contract, preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, follow up with FAA on approval of 7460, grant procurement and administration assistance, coordinating and conducting the Preconstruction Conference and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, prepare grant closeout paperwork and grant closeout assistance. All grant assistance will be conducted in accordance with latest applicable AV checklist provided by the NC Department of Transportation – Division of Aviation.

The intended deliverables for this submittal shall include:

- A. PDF versions of record drawing plan sheets and technical specifications.
- B. PDF version of final Engineer's Report
- C. All required documents, per latest AV Checklist, for grant reimbursement and grant closeout.

SPECIAL SERVICES

Task 1 – Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for the soil compaction on this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout. Testing firm will be prequalified with the NCDOT.

V. PROJECT SCHEDULE

The construction contract time for this project is forty-five (45) calendar days. A preconstruction meeting will be held prior to the start of construction to establish a notice to proceed date. Once the Contractor has completed the work, a final inspection will be held and a punch list will be generated. It is anticipated that the Contractor will complete the punch list within thirty (30) calendar days. Project closeout will occur after the punch list is completed and is anticipated to be completed within thirty (30) calendar days.

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

- 1. It is assumed that the construction will follow standard FAA requirements and funding being provided by one grant.*
- 2. Will have 1 preconstruction conference, 5 Construction visits/Progress Meetings, 1 final inspection, and 1 site visit to verify completed punch list.*

VII. OTHER

Not applicable for this phase of work.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

VIII. CONTACT/CLOSING

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

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

**ENGINEER:
TALBERT, BRIGHT &
ELLINGTON, INC.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070**

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

WITNESS:

WITNESS:

**ENGINEER PROJECT MANAGER
CONTACT INFORMATION:**

**J. Andrew Shook, P.E.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070**

[illegible]

APPENDIX A: DELIVERABLES

1. Record Drawing Plans and Technical Specifications (PDF Format)
2. Final Engineer's Report (PDF Format)
3. Grant Administration and Closeout Documentation (per latest AV Checklist)


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

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

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

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**


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

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE MID-CAROLINA REGIONAL AIRPORT TREE REMOVAL AND GRADING	 DIVISION OF AVIATION <small>AVIATION CONSTRUCTION & MAINTENANCE</small>		
GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.				
BASIC AND SPECIAL SERVICES: LABOR SUMMARY				
MAJOR TASK:	MAJOR TASK DESCRIPTION:	COST:		
TASK A - LABOR	(A-104) CONSTRUCTION ADMINISTRATION PHASE	\$25,289.67		
TASK B - LABOR		\$0.00		
TASK C - LABOR		\$0.00		
TASK D - LABOR		\$0.00		
TASK E - LABOR		\$0.00		
TASK F - LABOR		\$0.00		
TASK G - LABOR		\$0.00		
TASK H - LABOR		\$0.00		
TASK I - LABOR		\$0.00		
TASK J - LABOR		\$0.00		
TASK K - LABOR		\$0.00		
SUBTOTAL LABOR:		\$25,289.67		
BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST				
TASK A - EXPENSES	(A-104) CONSTRUCTION ADMINISTRATION PHASE	\$503.15		
TASK B - EXPENSES		\$0.00		
TASK C - EXPENSES		\$0.00		
TASK D - EXPENSES		\$0.00		
TASK E - EXPENSES		\$0.00		
TASK F - EXPENSES		\$0.00		
TASK G - EXPENSES		\$0.00		
TASK H - EXPENSES		\$0.00		
TASK I - EXPENSES		\$0.00		
TASK J - EXPENSES		\$0.00		
TASK K - EXPENSES		\$0.00		
SUBTOTAL NON-SALARY DIRECT COSTS:		\$503.15		
SUBCONSULTANTS OR SUBCONTRACTORS				
(A-105) QA Testing	PROVIDED BY: S&ME, Inc.	\$14,000.00		
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
SUBTOTAL OF SUBCONSULTANTS:		\$14,000.00		
TOTAL FEE:		\$39,792.82		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> PREPARED BY: J. ANDREW SHOOK, P.E. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON, INC. DATE: 11/14/2018 </td> <td style="width: 50%;"> SPONSOR: KEVIN DAVIS TITLE: AIRPORT DIRECTOR WBS NUMBER: TBD SIGNATURE: </td> </tr> </table>			PREPARED BY: J. ANDREW SHOOK, P.E. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON, INC. DATE: 11/14/2018	SPONSOR: KEVIN DAVIS TITLE: AIRPORT DIRECTOR WBS NUMBER: TBD SIGNATURE:
PREPARED BY: J. ANDREW SHOOK, P.E. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON, INC. DATE: 11/14/2018	SPONSOR: KEVIN DAVIS TITLE: AIRPORT DIRECTOR WBS NUMBER: TBD SIGNATURE:			

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL
TREE REMOVAL AND GRADING



DIVISION OF AVIATION

North Carolina Department of Transportation

DATE: 11/15/2018

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK A	A-104) CONSTRUCTION ADMINISTRATION PHASE	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Cad Tech	Admin	RPR	Total Hours Per Task	Total Task Cost
Task A.1	Develop Project Scope / Contract / Schedule	2	2							2		6	\$ 324.00
Task A.2	Request for Aid / Grant Procurement Assistance					4						4	\$ 176.00
Task A.3	Coordination / Meetings with Client / NCDOT / FAA		4			4						8	\$ 436.00
Task A.4	Coordinate / Conduct Preconstruction Conference		4									4	\$ 260.00
Task A.5	Preconstruction Minutes		2							2		4	\$ 182.00
Task A.6	Coordinate / Review Project Schedule		2			4						6	\$ 306.00
Task A.7	Coordinate / Review Submittals		6			8						14	\$ 742.00
Task A.8	Progress Meetings and Minutes		10			15						25	\$ 1,310.00
Task A.9	Construction Site Visits		6			6						12	\$ 654.00
Task A.10	Construction Observation Reports		2			4						6	\$ 306.00
Task A.11	Coordinate / Review Field Changes		6			4						10	\$ 566.00
Task A.12	Construction Correspondence		2			8				4		14	\$ 586.00
Task A.13	Process Contractor Pay Requests		4			6						10	\$ 524.00
Task A.14	Grant Administration Assistance		4			12						16	\$ 788.00
Task A.15	Final Inspection and Punch List		4			4						8	\$ 436.00
Task A.16	Final Engineer's Report		4			8						12	\$ 612.00
Task A.17												0	\$ -
Task A.18												0	\$ -
Task A.19												0	\$ -
Task A.20												0	\$ -
Task A.21												0	\$ -
Task A.22												0	\$ -
Task A.23												0	\$ -
Task A.24												0	\$ -
TOTAL MAN-HOURS		2	62	0	0	87	0	0	0	8	0	159	
RAW LABOR COSTS PER HOUR		\$71.00	\$65.00	\$47.00	\$56.00	\$44.00	\$37.00	\$32.00	\$34.00	\$26.00	\$30.00		
TOTAL LABOR FEES (Without Multiplier)		\$142.00	\$4,030.00	\$0.00	\$0.00	\$3,828.00	\$0.00	\$0.00	\$0.00	\$208.00	\$0.00		\$ 8,208.00
TOTAL DIRECT LABOR COSTS:													
STATE AUDITED OVERHEAD RATES:													
Apply Multiplier of:													
Overhead Subtotal:													
Profit:													
Capital Costs:													
TOTAL LABOR COSTS THIS TASK													

TOTAL DIRECT LABOR COSTS:

\$ 8,208.00

STATE AUDITED OVERHEAD RATES:

Apply Multiplier of:

\$ 2,801

Overhead Subtotal:

\$ 22,990.61

Profit:

+ \$ 2,299.06

Capital Costs:

+ \$ -

PROFIT:

10.00%


COST OF CAPITAL:

0.000%

(Template Date: 05/2014)

AV Fee Estimate (AV-201)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING

ALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE		 DIVISION OF AVIATION <small>SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION</small>	
		MID-CAROLINA REGIONAL AIRPORT			
		TREE REMOVAL AND GRADING			
				11/15/2018	
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST					
(A-104) CONSTRUCTION ADMINISTRATION PHASE					
GENERAL PROJECT WORK:					
QTY		DESCRIPTION		UNIT COST	
Travel:					
Personal Mileage	5	Trip(s) in Sedan @	102 miles @	\$0.545	\$277.95
	0	Trip(s) in Carry-All @	102 miles @	\$0.565	\$0.00
Per Diem:	0	Breakfast	each	\$8.40	\$0.00
	0	Lunch	each	\$11.00	\$0.00
	0	Dinner	each	\$18.90	\$0.00
	0	Day	each	\$38.30	\$0.00
	0	Lodging	each	\$71.20	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:					
	720	8 1/2 x 11 B & W Copies	each	\$0.04	\$28.80
	12	11 x 17 B & W Copies	each	\$0.10	\$1.20
	0	8 1/2 x 11 Color Copies	each	\$0.25	\$0.00
	0	11 x 17 Color Copies	each	\$0.50	\$0.00
	60	SQ. FT. of Plots (B & W) - Bond	sq. ft	\$0.42	\$25.20
Shipping / Postage:					
	6	Express Shipping	each	\$20.00	\$120.00
	10	USPS Postage	each	\$5.00	\$50.00
				Subtotal	\$503.15
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION	UNIT	UNIT COST	
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$0.00
				TOTAL:	\$503.15

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

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**



January 4, 2019

Talbert, Bright & Ellington
3525 Whitehall Park Dr #210
Charlotte, North Carolina 28273

Attention: Mr. J. Andrew Shook

Reference: **Proposal for Quality Assurance Testing
Mid-Carolina Regional Airport Clearing and Grading**
Salisbury, North Carolina
S&ME Proposal No. 34-1900001

Dear Mr. Shook:

As requested, S&ME, Inc. (S&ME) is pleased to submit this proposal to provide quality assurance testing services for the above referenced project. This proposal describes our understanding of the project and anticipated scope of services and presents the associated compensation for our services. These services will be performed in general accordance with our Terms and Conditions outlined on the enclosed "Agreement for Services" Form Number AS-071.

◆ Project Information

This proposal is based on a telephone conversation and email correspondence from Mr. Andrew Shook of Talbert, Bright & Ellington (TB&E) and Mr. John Weavil of S&ME on January 3, 2019. Included in the email was the Grading Plan (Sheet 3 of 6) by TB&E dated October 2018.

Plans include tree removal and grading west of the south end of the runway. Cut and fill depths are on the order of 5 to 10 feet. Future development plans for the parcel have not been finalized, but could include laydown areas and/or hangar buildings.

◆ Scope Of Services

Based on the provided project documents and email correspondence, we anticipate the following services may be required. Following is a general description of each of the services proposed. Testing will be performed in general accordance with the applicable ASTM and/or industry standards, unless noted otherwise.

Subgrade Evaluations

Our services consist of an evaluation of the subgrade soils after clearing of trees and stripping of topsoil, and before fill placement.

These services can be performed to help identify possible near-surface soil conditions that may cause future building or pavement distress. The evaluations may consist of proofrolling observations, test pit observations,

S&ME, Inc. | 9751 Southern Pine Boulevard | Charlotte, NC 28273 | p 704.523.4726 | www.smeinc.com

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**



Proposal for Quality Assurance Testing
Mid-Carolina Regional Airport Clearing and Grading
Salisbury, North Carolina
S&ME Proposal No. 34-1900001

probing, and/or hand auger borings with Dynamic Cone Penetrometer testing. These services also include observing undercutting of the subgrade soils (when necessary).

Engineered Fill Testing

Our services can consist of observing fill placement and randomly performing field density tests to measure the compaction of the fill for compliance with the project plans and specifications.

Unless otherwise outlined in the project specifications, density testing will be performed by one or more of the following methods: drive tube method (ASTM D2937), sand cone method (ASTM D1556), or nuclear density gauge method (ASTM D6938). In addition, we will perform Proctor testing on the different materials used as fill.

Project Management

Reporting through METAFIELD

S&ME has deployed MetaField® to serve as our field information management system. Our Technicians and Engineers record their test data and field inspection forms using tablets. As soon as data is saved from the field, it is immediately available on our Project Manager's computer. The value to our clients is that *information can be communicated very quickly* allowing the entire design and construction team to be aware of small problems before they escalate into larger (and more expensive) issues.



MetaField® is the only true Field Information Management System (FIMS) developed for our industry. It serves the needs of multidisciplinary civil, engineering, testing, and environmental consulting firms that conduct significant operations in the field and in the lab where the remote gathering of testing information, materials samples, special inspections, discrepancy management, and construction observation data is required.

MetaField addresses the entire process, from project setup and specification, through field data collection, geo-coding of transactions using mobile GPS services, monitoring, quality control, exception/discrepancy management, report generation, report delivery, and on-going data mining.

- **Daily Reports:** We will summarize our activities, observations and test results for each site visit on a Daily Report. Once reviewed by an S&ME Project Manager, the reports will be transmitted to the design and construction team members. We will identify discrepancies in the report and bring them to the attention of the contractor, owner, and design team.

◆ Excluded Services

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal. Some of these services can be performed by S&ME if desired; however, a separate or revised proposal for these services would be required.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**



Proposal for Quality Assurance Testing
Mid-Carolina Regional Airport Clearing and Grading
Salisbury, North Carolina
S&ME Proposal No. 34-1900001

- Directing of any contractor's or subcontractor's work.
- Any aspect of site safety other than safety of S&ME employees.
- Erosion Control Inspections.
- Quality Control Testing (Provided by Contractor).
- Geotechnical Exploration.

◆ Client Responsibilities & Proposal Use

We request that our Client be responsible for the following:

- Providing S&ME with a complete set of project plans and specifications prior to the performance of our services for this project;
- Providing S&ME with revised project plan sheets and/or specifications, Requests for Information (RFIs), or other items relevant to our scope of work throughout the duration of this project;
- Providing S&ME with the names and contact information for report distribution; and
- Providing the contractor's onsite superintendent with a copy of our scope of services, so that our services can be properly coordinated. It is the responsibility of our Client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and Client. No other use is authorized by S&ME.

◆ Assumptions

The following assumptions have been made during the preparation of this proposal:

- Access (required badges for entry, etc.) will be provided by the contractor in order for S&ME personnel to perform the testing outlined in this proposal.

◆ Project Scheduling

We anticipate that our services will be required on both a full-time and part-time (on-call) basis for the services outlined above. Scheduling should be made through the S&ME project manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work. We will rely on your designated project contact to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.

Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Full-time testing means that an S&ME

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**



Proposal for Quality Assurance Testing
Mid-Carolina Regional Airport Clearing and Grading
Salisbury, North Carolina
S&ME Proposal No. 34-1900001

representative will be on-site during contractor's operations to make a reasonable effort to conduct tests and observe contractor's work.

We respectfully request that a minimum 24 hour notification be provided whenever our services are needed, so that we may coordinate our field personnel to meet your specific needs. We request that a minimum three-day notification be provided whenever our initial services are needed so that we may coordinate staff to meet your specific needs. If our services will be needed during off-hours (between 8:00 pm and 5:00 am) and/or on holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 72-hour notification.

◆ Compensation

Based on the scope of services and our experience on similar project, we estimate a budget allowance on the order of \$14,000 will be required. A construction schedule was not provided to us prior to submitting this proposal. This should be considered an estimated price based on information available to us at the time this proposal was prepared, and not a maximum price. Our costs will be highly dependent on the contractor's schedule and how many concrete placements are scheduled.

Billing for this project will be on a time and materials basis. Our services will be invoiced based on the attached unit rate fee schedule and time actually spent on the project. We will generate an invoice once every four weeks for the work performed within each four week period. The payment term of the invoice is net 30 days.

◆ Authorization

Our Agreement for Services (Form Number AS-071) is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. Upon receipt of the signed agreement, we will proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification. If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number in the purchase order as authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (Form Number AS-071) and hereby accept both as written.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**



Proposal for Quality Assurance Testing
Mid-Carolina Regional Airport Clearing and Grading
Salisbury, North Carolina
S&ME Proposal No. 34-1900001

♦ **Closure**

S&ME appreciates the opportunity to submit this proposal to provide testing services during this project. If you should have any questions relative to the services we have outlined above, please do not hesitate to contact us at (704) 523-4726.

Sincerely,

S&ME, Inc.

A blue ink signature of John C. Weavil, written in a cursive style.

John C. Weavil, P.E.
Construction Services Group Leader

A blue ink signature of Brian Glidewell, written in a cursive style.

Brian Glidewell, P.E.
Area Manager / Vice President

Attachments Fee Schedule
 AS-071 Agreement for Services

January 4, 2019

5

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

Attachments

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

**UNIT FEE SCHEDULE
S&ME, Inc. Charlotte, NC**

FIELD TECHNICIAN SERVICES		Unit Rate
1	Engineering technician, regular time, per hour *	55.00
2	Senior Engineering Technician, per hour *	63.00
3	Senior Metals Technician*	85.00
* Over time rate will be 1.5 times regular rate, per hour		
4	Trip charge	60.00
PROFESSIONAL SERVICES		
1	Staff Professional (Level I), per hour	95.00
2	Project Professional (Level II), per hour	105.00
3	Project Engineer/Manager (Level III), per hour	135.00
4	Senior Professional, per hour	155.00
5	Senior Consultant/Principal, per hour	165.00
6	Administration/Secretarial, per hour	50.00
LABORATORY TESTING SERVICES		
1	Compressive Strength of concrete cylinder, each (handling/report charge of \$30/set for contractor made samples)	20.00
2	Compressive Strength of Concrete Cores, each	25.00
3	Compressive Strength of 2" cube samples, per each	20.00
4	Compressive Strength of Grout Prisms (ASTM C1019), each	30.00
5	Masonry Unit (ASTM C140), set	300.00
6	Natural Moisture Content, each	15.00
7	Atterberg Limits, each	85.00
8	Unit Weight and Moisture Determination, each	45.00
9	Grain Size (Wash 200 Sieve), each	85.00
10	Grain Size (with Hydrometer), each	105.00
11	Specific Gravity, each	65.00
12	Standard Proctor Compaction, each	175.00
13	Modified Proctor Compaction, each	250.00
14	ABC Stone Modified Proctor, each	250.00
15	ABC Stone Gradation, each	125.00
16	California Bearing Ratio Tests (3 points, soaked), each	405.00
17	California Bearing Ratio Tests (1 point, soaked), each	165.00
18	Triaxial Compression Tests*	
a.	unconsolidated - undrained (Q)	435.00
b.	consolidated - undrained (R)	515.00
c.	consolidated - undrained with pore pressure (R)	515.00
	*For remolded samples, add	150.00
19	Permeability testing (Triaxial apparatus):	
a.	Remolded, each	485.00
b.	Undisturbed, each	395.00
20	Consolidation Test:	
a.	Undisturbed, load to 8 ksf, each	395.00
b.	Remolded, load to 8 ksf, each	465.00



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**



AGREEMENT FOR SERVICES

Form AS-071

Date: 1/4/2019	
S&ME, Inc. (hereafter Consultant)	Client Name: Talbert Bright & Ellington (hereafter Client)
Address: 9751 Southern Pine Boulevard City: Charlotte State: NC Zip: 28273 Telephone: (704) 523-4726	Address: 3525 Whitehall Park Drive Suite 210 City: Charlotte State: North Carolina Zip: 28273 Phone Number: (704) 426-6070
PROJECT	
Project Name: Mid-Carolina Airport Grading Project Location (Street Address): 3670 Airport Loop City: Salisbury State: North Carolina Zip: 28147	
SERVICES TO BE RENDERED	
Proposal Number: 341900001 dated: Jan 03, 2019 is incorporated into this Agreement for Services. This Agreement for Services is incorporated into the above Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is in reliance on Client having accepted the terms of this Agreement and acknowledgment that Client will execute this Agreement, forthwith. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.
2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services, the Proposal identified under "SERVICES TO BE RENDERED."
3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party greater than that set forth in Consultant's proposal, Client's acceptance thereof and this Agreement for Services. The ordering of work from Consultant, or the reliance on

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

any of Consultant's work, shall constitute acceptance of the terms of Consultant's proposal and this Agreement for Services, regardless of the terms of any subsequently issued document.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.
6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY:** Client agrees that Consultant's services will not subject Consultant's individual employees, officers or directors to any personal liability, and that notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against Consultant. Statements made in Consultant's reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

8. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services. All reports and written documents delivered to Client ("Instruments of Service") are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and with Client's permission, Client's contractors, designers and employees for the purpose and the Project described therein and are not to be used or relied upon by third parties or in connection with other projects. Subject to the permitted use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

(e) Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

(f) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.

19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY:** Client agrees to indemnify Consultant, its employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its employees and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Consultant agrees to indemnify Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Consultant, the Client and the party initiating such action shall pay to Consultant the costs and expenses incurred by Consultant to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Consultant shall prevail in such suit.
21. **DISPUTE RESOLUTION:** Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, if a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of the state where the project is located. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the state where the project is located. Notwithstanding the foregoing, Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services.
22. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.	
CLIENT:	
Talbert Bright & Ellington	S&ME, Inc.
BY:	BY:
_____ <small>(Signature)</small>	_____ <small>(Signature)</small>
_____ <small>(Print Name / Title)</small>	_____ <small>(Print Name / Title)</small>
DATE:	DATE:
_____ PROPOSAL NUMBER: 341900001	_____
<u>Client's DIGITAL signature to be treated as original signature</u>	

AS-071
Rev - 4-9-2017d

6 of 6

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING

**APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT BETWEEN
ENGINEER AND OWNER**

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

This AGREEMENT is made this 9th day of JANUARY, 2014 by and between ROWAN COUNTY, a body politic and corporate under the laws of the State of North Carolina, hereinafter called the **OWNER**, and TALBERT, BRIGHT & ELLINGTON, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the **ENGINEER**.

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

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

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

GENERAL

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

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

Rowan County (Client No: 3708)
1 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

SECTION I – BASIC SERVICES

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

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.
2. Advise **OWNER** as to the necessity of **OWNER**'s providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.
8. Assist the **OWNER** in obtaining financing for project.
9. Perform additional work as described and required by the work authorizations.

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

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an **ENGINEER**'s report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A project cost estimate based upon the final design.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
 4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
 5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
 6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
 7. Perform additional work as described and required by work authorizations.
- C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:
1. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
 2. Assistance in preparation of formal contract documents for the award of construction contract.
 3. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.
 4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
6. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
7. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.
8. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.
9. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not thereby be deemed to have represented that continuous or exhaustive examinations have

Rowan County (Client No: 3708)

4 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

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

10. Prepare **OWNER**'s applications for partial and final payments for submission to government agencies.
11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
12. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.
13. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

SECTION II – SPECIAL SERVICES

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER**'s own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the methods identified in Section V – Payment of Services. Special services, which may be requested include, but are not necessarily limited to the following:

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.
- F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER**'s control.
- K. Providing renderings or models for **OWNER**'s use.
- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in

Rowan County (Client No: 3708)
6 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.

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

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

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

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

SECTION III – RESPONSIBILITIES OF THE OWNER

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

- A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.
- D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples,

Rowan County (Client No: 3708)

7 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.

- E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

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

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

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

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

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

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

1. **Schedules:** Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as **ENGINEER's** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER's** liaison with Contractor when Contractor's operations affect **OWNER's** on-site operations; and
 - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.
4. **Shop Drawings and Samples:**
 - a. Record date of receipt of shop drawings and samples;
 - b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and
 - c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the **ENGINEER** has not accepted the submittal.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

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

- a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;
- b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
- c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.

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

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

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
- b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

Rowan County (Client No: 3708)

10 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.
9. Reports:
- a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
 - b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;
 - c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and
 - d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.
12. Completion:
- a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
 - b. Conduct on-site review in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and
 - c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

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

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize **OWNER** to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

SECTION V – PAYMENT OF SERVICES

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

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

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

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

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

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

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

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

1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER's** office, at the site of the Project, or travel status in connection with the Project.
2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

- C. **Payment Schedules:**

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

SECTION VI – MISCELLANEOUS PROVISIONS

- A. **Estimates:** Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER's** control and when requested or authorized by the

Rowan County (Client No: 3708)

13 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

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

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

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.
2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services:**

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.
3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.
4. If **ENGINEER**'s services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond **ENGINEER**'s control, **ENGINEER** shall

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

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

F. Termination:

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.
5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the **ENGINEER** relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one

Rowan County (Client No: 3708)

15 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **ENGINEER**. If Contract is terminated by the **OWNER** for default of the **ENGINEER**, the amount due the **ENGINEER** may be adjusted to the extent of any additional cost incurred by the **OWNER** as a result of the **ENGINEER**'s default.

- G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.
- H. **Professional Liability:** **ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the **OWNER** desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.
- I. **Audit: Access to Records:**
1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
 2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.
- J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors,** including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Report:** The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the **OWNER** or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the **OWNER** shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER** and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING

K. Minority Business Enterprise (MBE) Assurances:

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

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

OWNER:
ROWAN COUNTY

BY: 

TITLE: Manager

DATE: 1/2/14

WITNESS: 

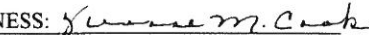
ADDRESS:
130 West Innes Street
Salisbury, NC 28144

ENGINEER:
TALBERT, BRIGHT & ELLINGTON,
INC.

BY: 

TITLE: Vice President

DATE: 3/27/14

WITNESS: 

ADDRESS:
4944 Parkway Plaza Boulevard
Suite 350
Charlotte, NC 28217

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING

EXHIBIT A
ROWAN COUNTY
ROWAN COUNTY AIRPORT
SALISBURY, NORTH CAROLINA
(insert project name)
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
WORK AUTHORIZATION NO. insert number (i.e., xx-xx)
DATED: (insert date)
TBI PROJECT NO. (insert project number)

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

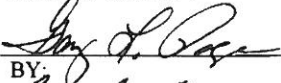
Scope of Services: (insert description of work to be performed)

Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. (OR insert time frame agreed upon)

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract (dated insert master contract date). Paragraphs A and B of Section V will apply. The total value of this Work Authorization shall not exceed \$insert amount without additional authorization.

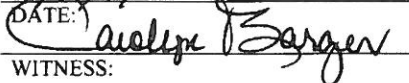
Agreed as to Scope of Services, Time Schedule, and Cost of Services:

OWNER:
ROWAN COUNTY

BY: 

TITLE: Rowan Co. Manager

DATE: 4/2/14

WITNESS: 

ENGINEER:
TALBERT, BRIGHT &
ELLINGTON, INC.

BY: 

TITLE: Vice President

DATE:

WITNESS:

Rowan County (Client No: 3708)
19 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

**Exhibit A-1
SCOPE OF SERVICES**

Rowan County (Client No: 3708)
20 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

**Exhibit A-2
PROFESSIONAL FEE SUMMARY**

Rowan County (Client No: 3708)
21 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONSTRUCTION ADMINISTRATION / INSPECTION
CLEARING MASLR OBSTRUCTIONS AND GRADING FOR SKY DIVE OPERATION
NCDOT-DOA #: PENDING**

**Exhibit A-3
SPECIAL SERVICES**

Rowan County (Client No: 3708)
22 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: February 8, 2019
SUBJECT: Rifenburg Construction - Tree Clearing at Airport

Please see attached.

Please approve the attached bid and contract for tree clearing and grading services at Mid-Carolina Regional Airport.

ATTACHMENTS:

Description	Upload Date	Type
Rifenburg Construction - Airport Tree Clearing and Grading	2/8/2019	Cover Memo
Rifenburg Construction Contract - Airport Tree Clearing and Grading	2/8/2019	Cover Memo

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



James M. Howden, 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*
David Sifford, Purchasing Agent *DS*

RE: Approval of Contract for Tree Clearing and Grading at the Airport

DATE: February 8, 2019

After due advertisement, bids for tree clearing and grading services at Mid-Carolina Regional Airport were received and opened by Talbert, Bright & Ellington, Rowan County's contracted airport engineering firm.

Bids were received from twelve contractors. Rifenburg Construction offered the lowest bid in the amount of \$273,486 to clear the trees and grade the area, which will improve the flight path for pilots. Attached are a recommendation of award letter and the certified bid tabulation from Talbert, Bright & Ellington. Complete bids are on file with Talbert, Bright & Ellington. The cost is within the approved 2019 budget.

Staff Recommendation: Talbert, Bright & Ellington, the Mid-Carolina Regional Airport and the Finance Department recommend awarding a contract to Rifenburg Construction for tree clearing and grading at the Mid-Carolina Regional Airport at a cost not to exceed \$273,486, and to approve the attached contract.



TALBERT, BRIGHT & ELLINGTON
Engineering & Planning Consultants

November 27, 2018

Mr. Kevin Davis, Director
Mid-Carolina Regional Airport
3670 Airport Loop Road
Salisbury, NC 28147

RE: Recommendation of Award
Tree Removal and Grading
Mid-Carolina Regional Airport
Salisbury, North Carolina
TBE Project No. 3708-1701

Dear Mr. Davis:

After reviewing the bids for the above referenced project, Talbert, Bright & Ellington, Inc. has determined that the low bidder, Rifenburg Construction, Inc. has met the bid requirements of the specifications.

Please find enclosed a draft letter to Rifenburg Construction, Inc. that you will need to send, awarding the contract.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,



J. Andrew Shook, P.E.

Enclosure

BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701

BASE BID (Page 1 of 4)

November 8, 2018

ITEM NO.	SPEC	DESCRIPTION	UNIT	QTY	RIFENBURG CONSTRUCTION, INC. ZEBULON, NC LIC.#37580		SMITH-ROWE, LLC MOUNT AIRY, NC LIC.#70021		M&M CONST. OF BANNER ELK, INC. BANNER ELK, NC LIC.#88167	
					UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	GP-105	MOBILIZATION	1	LS	\$64,000.00	\$64,000.00	\$27,750.00	\$27,750.00	\$41,500.00	\$41,500.00
2	P-151	CLEARING AND GRUBBING	13	AC	\$2,000.00	\$26,000.00	\$3,389.00	\$89,797.00	\$1,850.00	\$24,050.00
3	P-151	CLEARING AND GRUBBING	4	AC	\$3,600.00	\$14,400.00	\$3,046.83	\$12,187.32	\$6,250.00	\$25,000.00
4	P-152	UNCLASSIFIED EXCAVATION	27,500	GY	\$2.50	\$68,750.00	\$3.00	\$82,500.00	\$5.18	\$142,450.00
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$2,500.00	\$5,000.00
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$20,000.00	\$20,000.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$12,000.00	\$12,000.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$2.50	\$7,000.00	\$2.05	\$5,740.00	\$4.50	\$12,600.00
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$400.00	\$4,000.00	\$750.00	\$7,500.00	\$400.00	\$4,000.00
10	P-156	TEMPORARY DIVERSION DITCH	1,600	LF	\$1.00	\$1,600.00	\$4.00	\$6,400.00	\$8.00	\$12,800.00
11	P-156	TEMPORARY EXCELSIOR MATTING	2,500	SY	\$2.00	\$5,000.00	\$1.99	\$4,975.00	\$5.00	\$12,500.00
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$300.00	\$1,500.00	\$750.00	\$3,750.00	\$400.00	\$2,000.00
13	P-156	COIR MESH Baffles	500	LF	\$8.00	\$4,000.00	\$7.00	\$3,500.00	\$10.00	\$5,000.00
14	P-156	RIP RAP CLASS B EROSION CONTROL STONE	12	CY	\$135.00	\$1,620.00	\$125.00	\$1,500.00	\$100.00	\$1,200.00
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$1.00	\$16.00	\$1,200.00	\$19,200.00	\$100.00	\$1,600.00
15	T-901	SEEDING (MULCHED)	16	AC	\$2,100.00	\$33,600.00	\$1,875.00	\$30,000.00	\$2,200.00	\$35,200.00
		BASE BID AMOUNT				\$273,486.00		\$287,799.32		\$339,400.00

* ERROR IN EXTENDED TOTAL

** ERROR IN TOTAL BID AMOUNT

HERBERT CERTIFY THIS TABULATION OF BIDS TO BE CORRECT

Albert & Bright Inc.
ALBERT & BRIGHT INC

11/9/18
DATE

BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701

BASE BID (Page 2 of 4)

November 8, 2018

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	JONES GRADING & FENCING CHARLOTTE, NC LIC.#17987			ANSON CONTRACTORS, INC. WADESBORO, NC LIC.#27511			GRAHAM CO. LAND COMPANY ROBBINSVILLE, NC LIC.#73706		
					UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	
1	GP-105	MOBILIZATION	1	LS	\$17,540.00	\$17,540.00		\$138,715.00	\$138,715.00		\$55,000.00	\$55,000.00	
2	P-151	CLEARING AND GRUBBING	13	AC	\$4,500.00	\$58,500.00		\$2,000.00	\$26,000.00		\$6,800.00	\$88,400.00	
3	P-151	CLEARING AND GRINDING	4	AC	\$5,500.00	\$22,000.00		\$2,500.00	\$10,000.00		\$6,500.00	\$26,000.00	
4	P-152	UNCLASSIFIED EXCAVATION	27,500	CY	\$6.00	\$165,000.00		\$3.50	\$96,250.00		\$7.00	\$192,500.00	
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$7,500.00	\$15,000.00		\$2,500.00	\$5,000.00		\$4,000.00	\$8,000.00	
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$10,000.00	\$10,000.00		\$37,500.00	\$37,500.00		\$9,000.00	\$9,000.00	
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$4,800.00	\$4,800.00		\$8,500.00	\$8,500.00		\$4,000.00	\$4,000.00	
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$4.10	\$11,480.00		\$2.75	\$7,700.00		\$2.50	\$7,000.00	
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$500.00	\$5,000.00		\$4,500.00	\$4,500.00		\$100.00	\$1,000.00	
10	P-156	TEMPORARY DIVERSION DITCH	1,800	LF	\$4.00	\$6,400.00		\$1.00	\$1,600.00		\$2.00	\$3,200.00	
11	P-156	TEMPORARY EXCELSIOR MATTING	2,500	SY	\$4.00	\$10,000.00		\$1.95	\$4,875.00		\$3.00	\$7,500.00	
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$400.00	\$2,000.00		\$600.00	\$3,000.00		\$250.00	\$1,250.00	
13	P-156	COIR MESH BAFFLES	500	LF	\$6.00	\$3,000.00		\$8.00	\$4,000.00		\$5.50	\$2,750.00	
14	P-156	RIP RAP CLASS B EROSION CONTROL STONE	12	CY	\$40.00	\$480.00		\$100.00	\$1,200.00		\$175.00	\$2,100.00	
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$800.00	\$12,800.00		\$400.00	\$6,400.00		\$800.00	\$12,800.00	
16	T-901	SEEDING (MULCHED)	16	AC	\$1,000.00	\$16,000.00		\$1,775.00	\$28,400.00		\$1,800.00	\$28,800.00	
		BASE BID AMOUNT:				\$360,000.00			\$383,640.00			\$449,300.00	

BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701

BASE BID (Page 3 of 4)

November 8, 2018

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	TRIANGLE GRADING & PAVING, INC. BURLINGTON, NC LIC.#17456			DAKOTA CONTRACTING CO. CHARLOTTE, NC LIC.#21288			COUNTRY BOY LANDSCAPING, INC. HARMONY, NC LIC.#67108		
					UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	
1	GP-105	MOBILIZATION	1	LS	\$112,258.00	\$112,258.00		\$50,000.00	\$50,000.00		\$157,000.00	\$157,000.00	
2	P-151	CLEARING AND GRUBBING	13	AC	\$8,000.00	\$104,000.00		\$3,500.00	\$45,500.00		\$2,500.00	\$32,500.00	
3	P-151	CLEARING AND GRINDING	4	AC	\$5,000.00	\$20,000.00		\$11,500.00	\$46,000.00		\$12,000.00	\$48,000.00	
4	P-152	UNCLASSIFIED EXCAVATION	27,500	CY	\$5.50	\$151,250.00		\$8.75	\$240,625.00		\$7.25	\$199,375.00	
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$4,000.00	\$8,000.00		\$3,500.00	\$7,000.00		\$3,500.00	\$7,000.00	
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$10,000.00	\$10,000.00		\$40,000.00	\$40,000.00		\$19,800.00	\$19,800.00	
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$4,000.00	\$4,000.00		\$10,000.00	\$10,000.00		\$13,000.00	\$13,000.00	
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$2.00	\$5,600.00		\$3.50	\$9,800.00		\$4.00	\$11,200.00	
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$70.00	\$700.00		\$300.00	\$3,000.00		\$950.00	\$9,500.00	
10	P-156	TEMPORARY DIVERSION DITCH	1,600	LF	\$3.00	\$4,800.00		\$3.00	\$4,800.00		\$3.00	\$4,800.00	
11	P-156	TEMPORARY EXCELSIOR MATTING	2,500	SY	\$2.25	\$5,625.00		\$2.50	\$6,250.00		\$4.50	\$11,250.00	
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$330.00	\$1,650.00		\$1,500.00	\$7,500.00		\$500.00	\$2,500.00	
13	P-156	COIR MESH BAFFLES	500	LF	\$6.50	\$3,250.00		\$5.50	\$2,750.00		\$12.00	\$6,000.00	
14	P-156	RIP RAP CLASS B EROSION CONTROL STONE	12	CY	\$130.00	\$1,560.00		\$450.00	\$5,400.00		\$225.00	\$2,700.00	
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$1,600.00	\$25,600.00		\$1,500.00	\$24,000.00		\$400.00	\$6,400.00	
16	T-901	SEEDING (MULCHED)	16	AC	\$1,900.00	\$30,400.00		\$1,750.00	\$28,000.00		\$2,450.00	\$39,200.00	
BASE BID AMOUNT:						\$488,693.00			\$530,625.00			\$570,225.00	

BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701

BASE BID (Page 4 of 4)

November 8, 2018

ITEM NO.	SPEC NO.	BASE BID DESCRIPTION	UNIT	QTY	BLYTHE DEVELOPMENT CO. CHARLOTTE, NC LIC.#26344			CCS ENVIRONMENTAL WOODLEAF, NC LIC.#			ENGINEER'S ESTIMATE		
					UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	
1	GP-105	MOBILIZATION	1	LS	\$230,296.00	\$230,296.00					\$54,500.00	\$54,500.00	
2	P-151	CLEARING AND GRUBBING	13	AC	\$8,500.00	\$110,500.00		This bid was deemed non-responsive			\$6,000.00	\$78,000.00	
3	P-151	CLEARING AND GRINDING	4	AC	\$7,500.00	\$30,000.00					\$8,000.00	\$32,000.00	
4	P-152	UNCLASSIFIED EXCAVATION	27,500	CY	\$8.00	\$220,000.00					\$9.00	\$247,500.00	
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$4,500.00	\$9,000.00					\$4,000.00	\$8,000.00	
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$85,000.00	\$85,000.00					\$1,200.00	\$1,200.00	
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$25,000.00	\$25,000.00					\$4,500.00	\$4,500.00	
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$2.25	\$6,300.00					\$5.00	\$14,000.00	
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$580.00	\$5,800.00					\$3,000.00	\$30,000.00	
10	P-156	TEMPORARY DIVERSION DITCH	1,600	LF	\$6.00	\$9,600.00					\$3.00	\$4,800.00	
11	P-156	TEMPORARY EXCELSIOR MATTING	2,500	SY	\$3.00	\$7,500.00					\$3.00	\$7,500.00	
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$800.00	\$4,000.00					\$600.00	\$3,000.00	
13	P-156	COIR MESH BAFLES	500	LF	\$6.00	\$3,000.00					\$18.00	\$9,000.00	
14	P-156	RIP RAP, CLASS B EROSION CONTROL STONE	12	CY	\$200.00	\$2,400.00					\$85.00	\$780.00	
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$1,600.00	\$25,600.00					\$2,000.00	\$32,000.00	
16	T-901	SEEDING (MULCHED)	16	AC	\$1,900.00	\$30,400.00					\$3,500.00	\$56,000.00	
BASE BID AMOUNT:						\$784,396.00						\$555,780.00	

ROWAN COUNTY CONTRACT CONTROL FORM
Date: 1/14/2019
SECTION I - DEPARTMENT COMPLETES

Department: Airport Account #: 6344550-434600 Amount: \$ 273,486.00
 Account #: _____ Amount: \$ _____
 Total: \$ 273,486.00
 Vendor name: Rifenburg Construction, Inc Term Dates: Until Project Complete
 Contract description: Tree clearing and ground leveling
 POC name: Timothy Casey Phone: 919-765-8367
 POC email: _____
 Vendor mail address: 440 West Barbee Street Zebulon NC 27597 Vendor #: _____
☒ New contract _____ Contract renewal Munis contract #: NA
 _____ Amendment to contract ☒ Vendor signatures Munis BA #, if applicable: NA
 Notes: TB&E did the bid
 Department Head Initials: KD Date: 1/14/2019

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed ☒ Requires Board approval (Y/N)
☒ Budgeted funds are available
 Contract Administrator Initials: JS Date: 2/6/19

SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: NA Date: _____

SECTION IV - INSURANCE REVIEW

_____ Hold contract pending receipt of Certificate of Insurance ☒ Certificate attached and approved _____ No insurance required
 Risk Manager Initials: NC Date: 2/7/19

SECTION V - LEGAL REVIEW

_____ Non-appropriation clause _____ Indemnity clause _____ Termination clause _____ E-verify clause
 _____ Approved as to form and sufficiency _____ If Board approval required, sent to Department for agenda item
 Attorney Initials: _____ Date: _____

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

_____ Budgeted funds are available _____ Contract has been pre-audited
 Finance Director Initials: _____ Date: _____

SECTION VII - COUNTY MANAGER REVIEW

_____ Contract has been properly signed by all parties

County Manager Initials: _____

Date: _____

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. _____ Yes _____ No Date: _____

_____ Document fully executed, scanned and posted on the County website Date: _____

Contract Administrator Initials: _____

Date: _____

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS:														
INSURED Rifenburg Construction Inc. 440 West Barbee Street Zebulon, NC 27597	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C : Arch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER D : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Starr Indemnity & Liability Company	38318	INSURER C : Arch Indemnity Insurance Company	30830	INSURER D : Navigators Insurance Company	42307	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Arch Insurance Company	11150														
INSURER B : Starr Indemnity & Liability Company	38318														
INSURER C : Arch Indemnity Insurance Company	30830														
INSURER D : Navigators Insurance Company	42307														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11PKG8917906	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11PKG8917906	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1000584870181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	14WC18924706	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			IS18EXC831373IV	12/31/2018	12/31/2019	\$10,000,000 Excess of Primary


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

Additional Insured/Waiver of Subrogation coverage shown above (and marked with an X) apply only when such coverage is required by written contract signed by the insured prior to a loss.

NC18-145 Mid-Carolina Regional Airport - Tree Removal & Grading

Thirty (30) days written notice, in the event of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

Rowan County Airport 3670 Airport Loop Road Salisbury, NC 28147	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

TALBERT, BRIGHT & ELLINGTON
Engineering & Planning Consultants

November 27, 2018

Mr. Kevin Davis, Director
Mid-Carolina Regional Airport
3670 Airport Loop Road
Salisbury, NC 28147

RE: Recommendation of Award
Tree Removal and Grading
Mid-Carolina Regional Airport
Salisbury, North Carolina
TBE Project No. 3708-1701

Dear Mr. Davis:

After reviewing the bids for the above referenced project, Talbert, Bright & Ellington, Inc. has determined that the low bidder, Rifenburg Construction, Inc. has met the bid requirements of the specifications.

Please find enclosed a draft letter to Rifenburg Construction, Inc. that you will need to send, awarding the contract.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,



J. Andrew Shook, P.E.

Enclosure

**BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701**

BASE BID (Page 1 of 4)

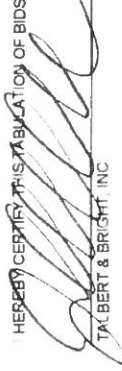
November 8, 2018

ITEM NO.	SPEC	BASE BID DESCRIPTION	UNIT	QTY	RIFENBURG CONSTRUCTION, INC. ZEBULON, NC LIC.#37580			SMITH-ROWE, LLC MOUNT AIRY, NC LIC.#70021			M&M CONST. OF BANNER ELK, INC. BANNER ELK, NC LIC.#68167		
					UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	
1	GP-105	MOBILIZATION	1	LS	\$64,000.00	\$64,000.00		\$27,750.00	\$27,750.00		\$41,500.00	\$41,500.00	
2	P-151	CLEARING AND GRUBBING	13	AC	\$2,000.00	\$26,000.00		\$5,369.00	\$69,797.00		\$1,850.00	\$24,050.00	
3	P-151	CLEARING AND GRINDING	4	AC	\$3,600.00	\$14,400.00		\$3,046.83	\$12,187.32		\$6,250.00	\$25,000.00	
4	P-152	UNCLASSIFIED EXCAVATION	27,500	CY	\$2.50	\$68,750.00		\$3.00	\$82,500.00		\$5.18	\$142,450.00	
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$5,000.00	\$10,000.00		\$6,000.00	\$12,000.00		\$2,500.00	\$5,000.00	
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$20,000.00	\$20,000.00		\$6,500.00	\$6,500.00		\$8,000.00	\$8,000.00	
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$12,000.00	\$12,000.00		\$4,500.00	\$4,500.00		\$6,500.00	\$6,500.00	
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$2.50	\$7,000.00		\$2.05	\$5,740.00		\$4.50	\$12,600.00	
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$400.00	\$4,000.00		\$750.00	\$7,500.00		\$400.00	\$4,000.00	
10	P-156	TEMPORARY DIVERSION DITCH	1,600	LF	\$1.00	\$1,600.00		\$4.00	\$6,400.00		\$8.00	\$12,800.00	
11	P-156	TEMPORARY EXCELSIOR MATTING	2,500	SY	\$2.00	\$5,000.00		\$1.99	\$4,975.00		\$5.00	\$12,500.00	
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$300.00	\$1,500.00		\$750.00	\$3,750.00		\$400.00	\$2,000.00	
13	P-156	COIR MESH BAFLES	500	LF	\$9.00	\$4,500.00		\$7.00	\$3,500.00		\$10.00	\$5,000.00	
14	P-156	RIP RAP, CLASS B EROSION CONTROL STONE	12	CY	\$135.00	\$1,620.00		\$125.00	\$1,500.00		\$100.00	\$1,200.00	
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$1.00	\$16.00		\$1,200.00	\$19,200.00		\$100.00	\$1,600.00	
16	T-901	SEEDING (MULCHED)	16	AC	\$2,100.00	\$33,600.00		\$1,875.00	\$30,000.00		\$2,200.00	\$35,200.00	
		BASE BID AMOUNT				\$273,486.00			\$297,799.32			\$339,400.00	

* ERROR IN EXTENDED TOTAL

** ERROR IN TOTAL BID AMOUNT

HERBERT CERTIFY THIS TABULATION OF BIDS TO BE CORRECT


HERBERT & BRIGHT, INC.

11/9/18
DATE

BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701

BASE BID (Page 2 of 4)

November 8, 2018

ITEM NO.	SPEC	BASE BID DESCRIPTION	UNIT	QTY	JONES GRADING & FENCING CHARLOTTE, NC LIC.#17987			ANSON CONTRACTORS, INC. WADESBORO, NC LIC.#27511			GRAHAM CO. LAND COMPANY ROBBINSVILLE, NC LIC.#73706		
					UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	
1	GP-105	MOBILIZATION	1	LS	\$17,540.00	\$17,540.00		\$138,715.00	\$138,715.00		\$55,000.00	\$55,000.00	
2	P-151	CLEARING AND GRUBBING	13	AC	\$4,500.00	\$58,500.00		\$2,000.00	\$26,000.00		\$6,800.00	\$88,400.00	
3	P-151	CLEARING AND GRINDING	4	AC	\$5,500.00	\$22,000.00		\$2,500.00	\$10,000.00		\$6,500.00	\$26,000.00	
4	P-152	UNCLASSIFIED EXCAVATION	27,500	CY	\$6.00	\$165,000.00		\$3.50	\$96,250.00		\$7.00	\$192,500.00	
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$7,500.00	\$15,000.00		\$2,500.00	\$5,000.00		\$4,000.00	\$8,000.00	
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$10,000.00	\$10,000.00		\$37,500.00	\$37,500.00		\$9,000.00	\$9,000.00	
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$4,800.00	\$4,800.00		\$8,500.00	\$8,500.00		\$4,000.00	\$4,000.00	
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$4.10	\$11,480.00		\$2.75	\$7,700.00		\$2.50	\$7,000.00	
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$500.00	\$5,000.00		\$450.00	\$4,500.00		\$100.00	\$1,000.00	
10	P-156	TEMPORARY DIVERSION DITCH	1,600	LF	\$4.00	\$6,400.00		\$1.00	\$1,600.00		\$2.00	\$3,200.00	
11	P-156	TEMPORARY EXCELSIOR MATTING	2,500	SY	\$4.00	\$10,000.00		\$1.95	\$4,875.00		\$3.00	\$7,500.00	
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$400.00	\$2,000.00		\$600.00	\$3,000.00		\$250.00	\$1,250.00	
13	P-156	COIR MESH BAFFLES	500	LF	\$6.00	\$3,000.00		\$8.00	\$4,000.00		\$5.50	\$2,750.00	
14	P-156	RIP RAP CLASS B EROSION CONTROL STONE	12	CY	\$40.00	\$480.00		\$100.00	\$1,200.00		\$175.00	\$2,100.00	
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$800.00	\$12,800.00		\$400.00	\$6,400.00		\$800.00	\$12,800.00	
16	T-901	SEEDING (MULCHED)	16	AC	\$1,000.00	\$16,000.00		\$1,775.00	\$28,400.00		\$1,800.00	\$28,800.00	
		BASE BID AMOUNT:				\$360,000.00			\$383,640.00			\$449,300.00	

BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701

BASE BID (Page 3 of 4)

November 8, 2018

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	TRIANGLE GRADING & PAVING, INC. BURLINGTON, NC LIC.#17456		DAKOTA CONTRACTING CO. CHARLOTTE, NC LIC.#21288		COUNTRY BOY LANDSCAPING, INC. HARMONY, NC LIC.#67108	
					UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	GP-105	MOBILIZATION	1	LS	\$112,258.00	\$112,258.00	\$50,000.00	\$50,000.00	\$157,000.00	\$157,000.00
2	P-151	CLEARING AND GRUBBING	13	AC	\$3,000.00	\$39,000.00	\$3,500.00	\$45,500.00	\$2,500.00	\$32,500.00
3	P-151	CLEARING AND GRINDING	4	AC	\$5,000.00	\$20,000.00	\$11,500.00	\$46,000.00	\$12,000.00	\$48,000.00
4	P-152	UNCLASSIFIED EXCAVATION	27,500	CY	\$5.50	\$151,250.00	\$8.75	\$240,625.00	\$7.25	\$199,375.00
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$4,000.00	\$8,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$19,800.00	\$19,800.00
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$2.00	\$5,600.00	\$3.50	\$9,800.00	\$4.00	\$11,200.00
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$70.00	\$700.00	\$300.00	\$3,000.00	\$950.00	\$9,500.00
10	P-156	TEMPORARY DIVERSION DITCH	1,600	LF	\$3.00	\$4,800.00	\$3.00	\$4,800.00	\$3.00	\$4,800.00
11	P-156	TEMPORARY ROCK CHECK DAM	2,500	SY	\$2.25	\$5,625.00	\$2.50	\$6,250.00	\$4.50	\$11,250.00
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$330.00	\$1,650.00	\$1,500.00	\$7,500.00	\$500.00	\$2,500.00
13	P-156	COIR MESH Baffles	500	LF	\$6.50	\$3,250.00	\$5.50	\$2,750.00	\$12.00	\$6,000.00
14	P-156	RIP RAP CLASS B EROSION CONTROL STONE	12	CY	\$130.00	\$1,560.00	\$450.00	\$5,400.00	\$225.00	\$2,700.00
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$1,600.00	\$25,600.00	\$1,500.00	\$24,000.00	\$400.00	\$6,400.00
16	T-901	SEEDING (MULCHED)	16	AC	\$1,900.00	\$30,400.00	\$1,750.00	\$28,000.00	\$2,450.00	\$39,200.00
BASE BID AMOUNT:						\$488,693.00		\$530,625.00		\$570,225.00

BID TABULATION
TREE REMOVAL AND GRADING
MID-CAROLINA REGIONAL AIRPORT
TBI PROJECT NO. 3708-1701

BASE BID (Page 4 of 4)

November 8, 2018

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	BLYTHE DEVELOPMENT CO. CHARLOTTE, NC LIC.#26344			CCS ENVIRONMENTAL WOODLEAF, NC LIC.#			ENGINEER'S ESTIMATE		
					UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	
1	GP-105	MOBILIZATION	1	LS	\$230,296.00	\$230,296.00					\$54,500.00	\$54,500.00	
2	P-151	CLEARING AND GRUBBING	13	AC	\$8,500.00	\$110,500.00		This bid was deemed			\$6,000.00	\$78,000.00	
3	P-151	CLEARING AND GRINDING	4	AC	\$7,500.00	\$30,000.00		non-responsive			\$8,000.00	\$32,000.00	
4	P-152	UNCLASSIFIED EXCAVATION	27,500	CY	\$8.00	\$220,000.00					\$9.00	\$247,500.00	
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$4,500.00	\$9,000.00					\$4,000.00	\$8,000.00	
6	P-156	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	1	EA	\$65,000.00	\$65,000.00					\$1,200.00	\$1,200.00	
7	P-156	TEMPORARY SEDIMENT TRAP	1	EA	\$25,000.00	\$25,000.00					\$4,500.00	\$4,500.00	
8	P-156	TEMPORARY SILT FENCE	2,800	LF	\$2.25	\$6,300.00					\$5.00	\$14,000.00	
9	P-156	TEMPORARY ROCK OVERFLOW OUTLET	10	EA	\$580.00	\$5,800.00					\$300.00	\$3,000.00	
10	P-156	TEMPORARY DIVERSION DITCH	1,600	LF	\$6.00	\$9,600.00					\$3.00	\$4,800.00	
11	P-156	TEMPORARY EXCELSIOR MATTING	2,500	SY	\$3.00	\$7,500.00					\$3.00	\$7,500.00	
12	P-156	TEMPORARY ROCK CHECK DAM	5	EA	\$800.00	\$4,000.00					\$600.00	\$3,000.00	
13	P-156	COIR MESH Baffles	500	LF	\$6.00	\$3,000.00					\$18.00	\$9,000.00	
14	P-156	RIP RAP, CLASS B EROSION CONTROL STONE	12	CY	\$200.00	\$2,400.00					\$65.00	\$780.00	
15	T-901	TEMPORARY SEEDING (MULCHED)	16	AC	\$1,600.00	\$25,600.00					\$2,000.00	\$32,000.00	
16	T-901	SEEDING (MULCHED)	16	AC	\$1,900.00	\$30,400.00					\$3,500.00	\$56,000.00	
		BASE BID AMOUNT:				\$784,396.00						\$555,780.00	

CONTRACT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the **County of Rowan**, hereinafter called the OWNER, and **Rifenburg Construction, Inc.**, hereinafter called the Contractor.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agrees that:

1. Scope of Work:

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

TREE REMOVAL AND GRADING MID-CAROLINA REGIONAL AIRPORT SALISBURY, NORTH CAROLINA

Specifications and Contract Documents:

- a. Project Plans prepared by Talbert, Bright & Ellington, Inc. dated October 2018
- b. Instructions to Bidders
- c. General Conditions, including any Supplementary General Conditions
- d. Project Special Provisions
- e. Technical Provisions (Construction Details)
- f. Proposal Accepted as modified in the amount of \$273,486.00
- g. Performance and Payment Bond
- h. Addendum Nos. 1-2
- i. Contract Modifications

ORIGINAL PROPOSAL: \$273,486.00

TOTAL ADDITIONS: \$ 0.00

TOTAL DEDUCTIONS: \$ 0.00

CURRENT CONTRACT AMOUNT: \$273,486.00

1. The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.
2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.
3. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.
4. The OWNER shall make partial payments to the Contractor on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the OWNER until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the OWNER.
5. Neither final payment nor any remaining retained percentage shall become due until thirty (30) days after all the following have occurred:
 - a. The Contractor completes all work covered by this Contract;
 - b. The OWNER accepts such work; and
 - c. The Contractor submits to the OWNER all executed closeout items required in the Project Special Provisions, and evidence satisfactory to the OWNER that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. OWNER may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the OWNER. If a Subcontractor refuses to furnish a release or waiver required by the OWNER, the Contractor may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- d. The Contractor submits to OWNER a certificate evidencing that insurance required by the Contract Documents is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the OWNER;
 - e. The Contractor submits a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
 - f. The surety, if any, consents to final payment.
6. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

IN WITNESS WHEREOF, the OWNER and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, be deemed an original Contract.

Signed and sealed this _____ day of _____, 20____.

By: _____
Owner – Rowan County Manager

By: Tina C.
Contractor RIFENBURG CONSTRUCTION INC.

Title Attest Date

Vice President

Title

Witness

Nicole Simiele

Witness

Executed in triplicate.

PERFORMANCE BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

RIFENBURG CONSTRUCTION, INC.
440 West Barbee Street
Zebulon, NC 27597

as Principal, hereinafter called Contractor and _____,
a corporation duly organized under laws of the State of North Carolina as Surety,
hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NORTH CAROLINA 28144

hereinafter called OWNER, in the amount of Two hundred seventy-three thousand, four hundred and eighty-six dollars and zero cents (\$273,486.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated _____, 20__
entered into a Contract with OWNER for the **Tree Removal and Grading** in accordance
with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____, 20____.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number

LABOR AND MATERIAL PAYMENT BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

RIFENBURG CONSTRUCTION, INC.
440 West Barbee Street
Zebulon, NC 27597

as Principal, hereinafter called Principal, and _____,
a corporation duly organized under laws of the State of North Carolina as Surety,
hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NORTH CAROLINA 28144

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as
hereinbelow defined, amount of Two hundred seventy-three thousand, four hundred and
eighty-six dollars and zero cents (\$273,486.00) for the payment whereof Principal and
Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated _____, 20____ entered
into a contract with OWNER for the **Tree Removal and Grading** in accordance with
drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal
shall promptly make payment to all claimants as hereinafter defined, for all labor and
material used or reasonably required for the use in the performance of the Contract, then

this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part

thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20____.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rifenburg Construction Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

159 Brick Church Rd.

6 City, state, and ZIP code

Troy, NY 12180

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

1 4 - 1 4 3 2 7 9 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Rifenburg Construction, Inc.

440 West Barbee Street
Zebulon, NC 27597
Tel. (919) 765-8367
Fax (919) 598-1810

LETTER OF TRANSMITTAL

Job: 91805
To: Kevin Davis, Director
Re: Mid-Carolina Regional Airport
3670 Airport Loop Rd
Salisbury, NC 28147

Mid-Carolina Regional Airport
3670 Airport Loop Rd
Salisbury, NC 28147
Attn: Kevin Davis, Director

We are sending you attached via email the following items:

() Shop Drawings

() Submittal

() RFI Letter

Copies	Date	Drawing No.	Description
4	12/17/2018		Signed Contracts
4	12/17/2018		Performance and Payment Bonds

THESE ARE TRANSMITTED as checked below:

() For Approval

() For Your Use

(X) As Requested

() For Review and Comment

REMARKS:

Signed:



Liz Blakemore

Bond Number: 106977004

PERFORMANCE BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

RIFENBURG CONSTRUCTION, INC.
440 West Barbee Street
Zebulon, NC 27597

Travelers
as Principal, hereinafter called Contractor and Casualty and Surety Company of America,
a corporation duly organized under laws of the State of North Carolina as Surety,
hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NORTH CAROLINA 28144

hereinafter called OWNER, in the amount of Two hundred seventy-three thousand, four hundred and eighty-six dollars and zero cents (\$273,486.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated November 27, 2018
entered into a Contract with OWNER for the **Tree Removal and Grading** in accordance
with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this 4th day of December, 2018.

BY:

Rifenburg Construction, Inc.


Contractor

 Timothy Casey
Name (Seal)

Vice President
Title

BY:

Travelers Casualty
and Surety Company of America Principal
Surety

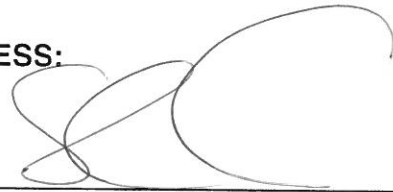

Name (Seal)

Nicole Roy, Attorney-in-Fact
Title

WITNESS:



WITNESS:



BY:


Licensed ~~Resident Agent~~ (Signature)
Non-Resident Agent

Laurie Rothwell - Non Resident License No. 17344678

Licensed ~~Resident Agent~~ (Typed)
Non-Resident Agent

c/o Alliant Insurance Services, Inc., 131 Oliver Street, 4th Floor

Street Address

Boston, MA 02110

City, State, Zip

(617) 535-7200

Telephone Number

Bond Number: 106977004

LABOR AND MATERIAL PAYMENT BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

RIFENBURG CONSTRUCTION, INC.
440 West Barbee Street
Zebulon, NC 27597

Travelers

as Principal, hereinafter called Principal, and Casualty and Surety Company of America,
a corporation duly organized under laws of the State of North Carolina as Surety,
hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NORTH CAROLINA 28144

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as
hereinbelow defined, amount of Two hundred seventy-three thousand, four hundred and
eighty-six dollars and zero cents (\$273,486.00) for the payment whereof Principal and
Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated November 27, 2018 entered
into a contract with OWNER for the **Tree Removal and Grading** in accordance with
drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal
shall promptly make payment to all claimants as hereinafter defined, for all labor and
material used or reasonably required for the use in the performance of the Contract, then

this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part

thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 4th day of December, 2018.

BY:

Rittenburg Construction Inc
Contractor

Timothy Casey TIMOTHY CASEY
Name (Seal)

Vice President
Title

WITNESS:

Nicole Simile

BY:

Laurie Rothwell
Licensed ~~Resident Agent~~ (Signature)
Non-Resident Agent

Laurie Rothwell - Non Resident License No. 17344678

Licensed Resident Agent (Typed)

c/o Alliant Insurance Services, Inc., 131 Oliver Street, 4th Floor
Street Address

Boston, MA 02110

City, State, Zip

(617) 535-7200
Telephone Number

BY:

Travelers Casualty
and Surety Company of America Principal
Surety

Nicole Roy
Name (Seal)

Nicole Roy, Attorney-in-Fact
Title

WITNESS:

[Signature]



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nicole Roy**, of **Boston, Massachusetts**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

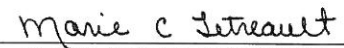
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of December, 2018




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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: Commissioner Judy Klusman
DATE: February 11, 2019
SUBJECT: Update From Smart Start Regarding Special Reading Program

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: Finance Department
DATE: February 8, 2019
SUBJECT: Financial Report

Please see attached graphs.

ATTACHMENTS:

Description

Graphs

Upload Date

2/8/2019

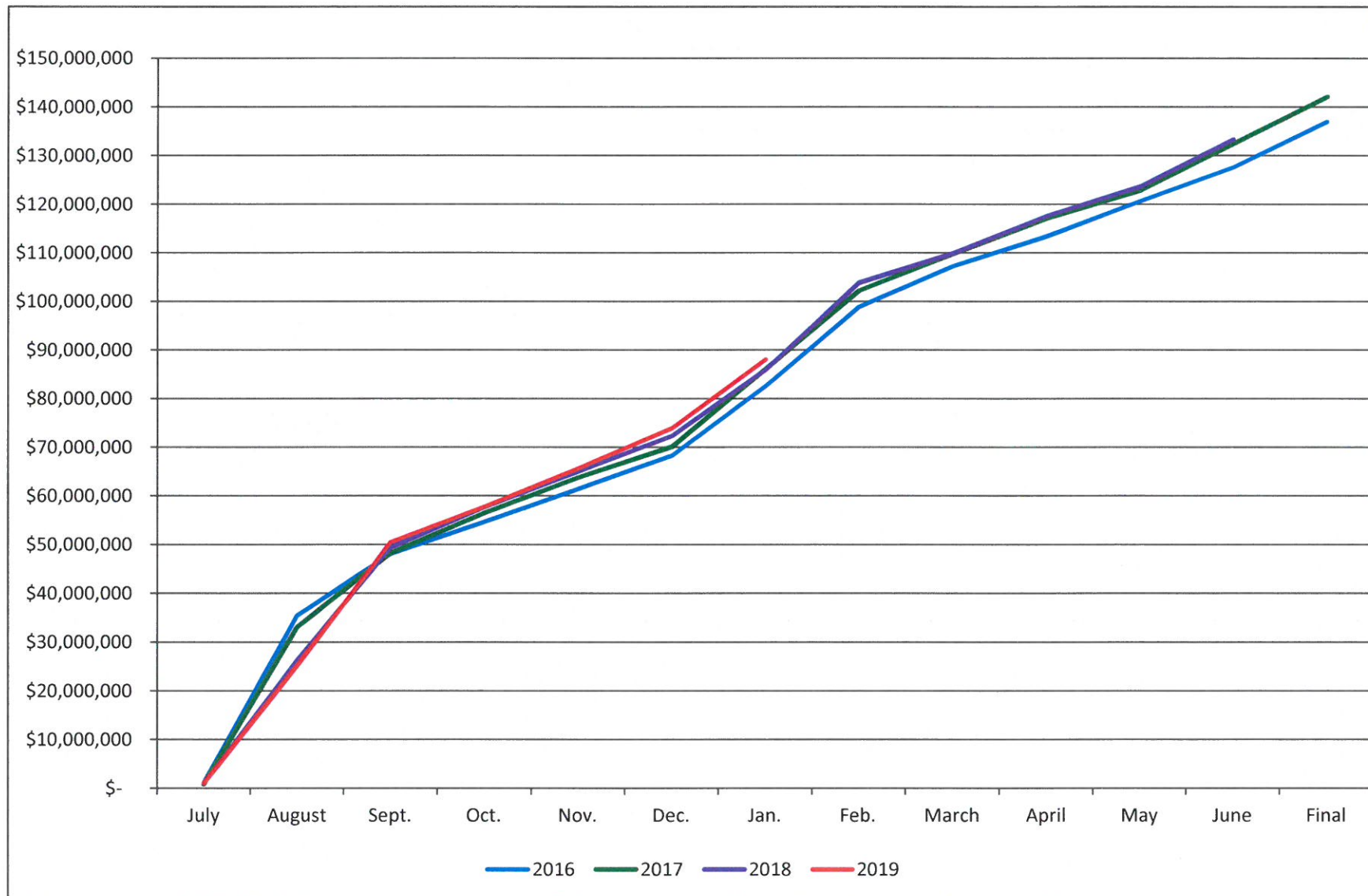
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019

ANNUAL CUMULATIVE REVENUE COMPARISONS

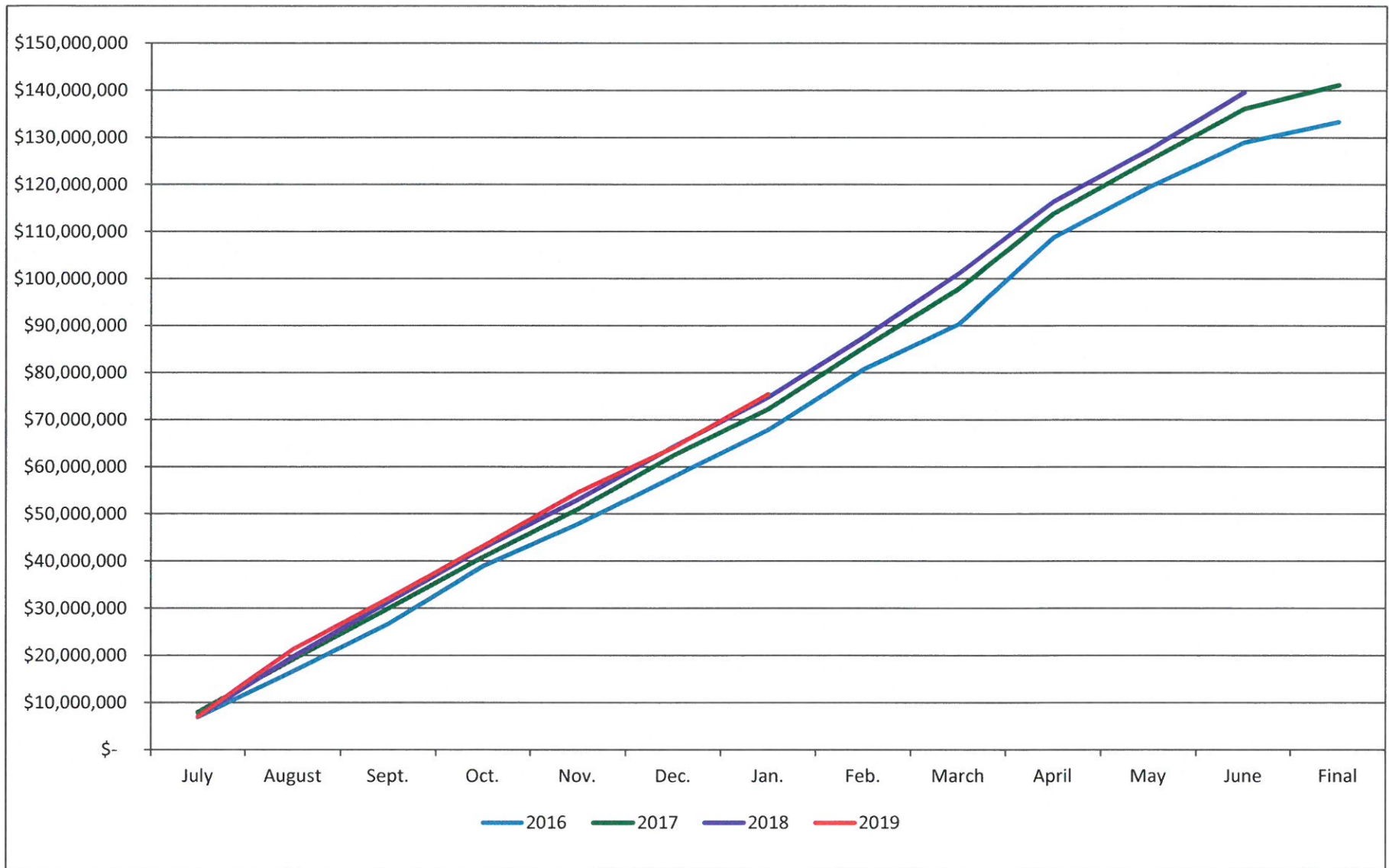
January	
2019	\$ 88,046,908
2018	\$ 85,916,979
2017	\$ 86,082,578
2016	\$ 82,514,285



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

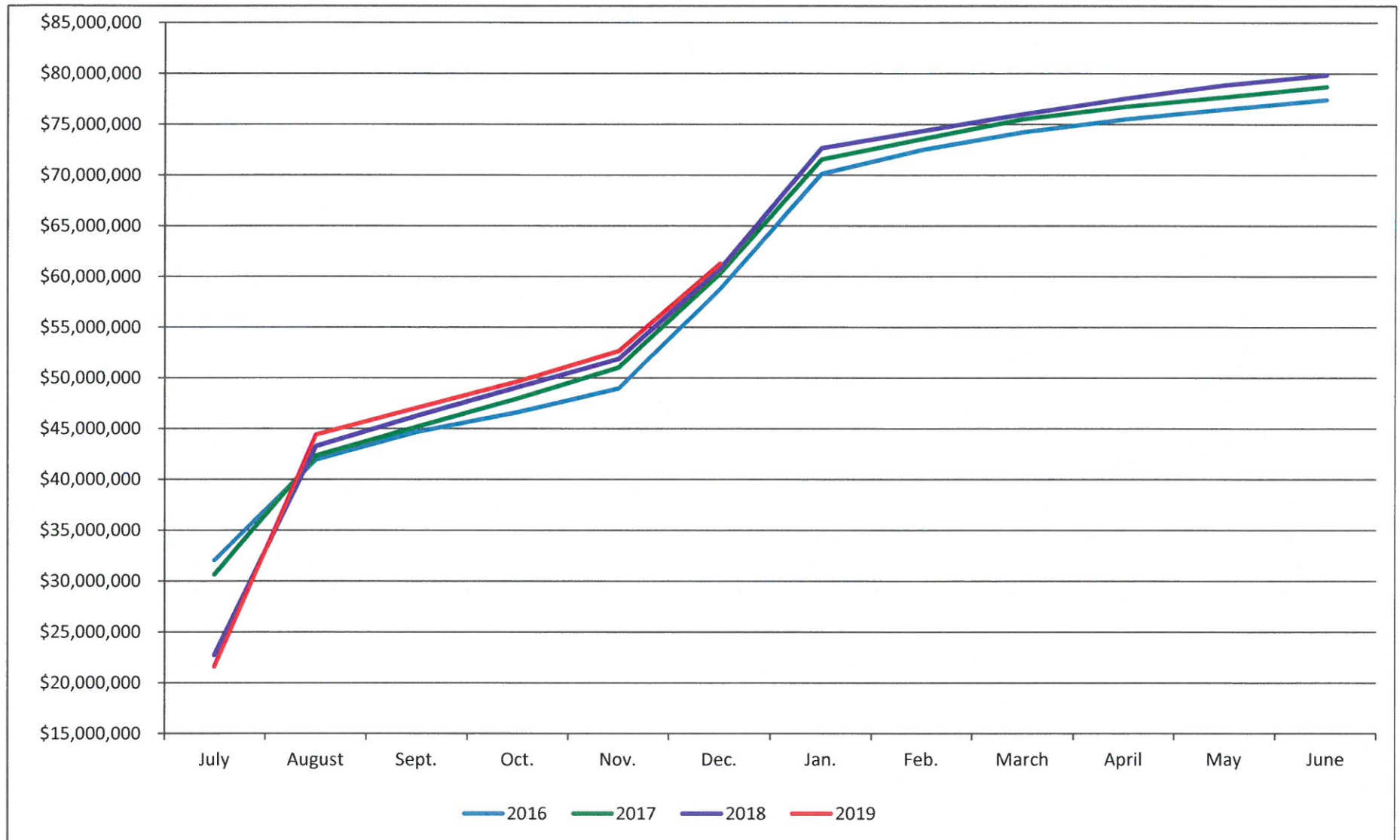
	January
2019	\$ 75,415,230
2018	\$ 74,772,948
2017	\$ 72,235,901
2016	\$ 67,802,030



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2016 - 2019

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

December		
2019	\$	61,282,965
2018	\$	60,791,394
2017	\$	60,306,861
2016	\$	58,776,381



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019

ANNUAL CUMULATIVE SALES TAX COMPARISONS

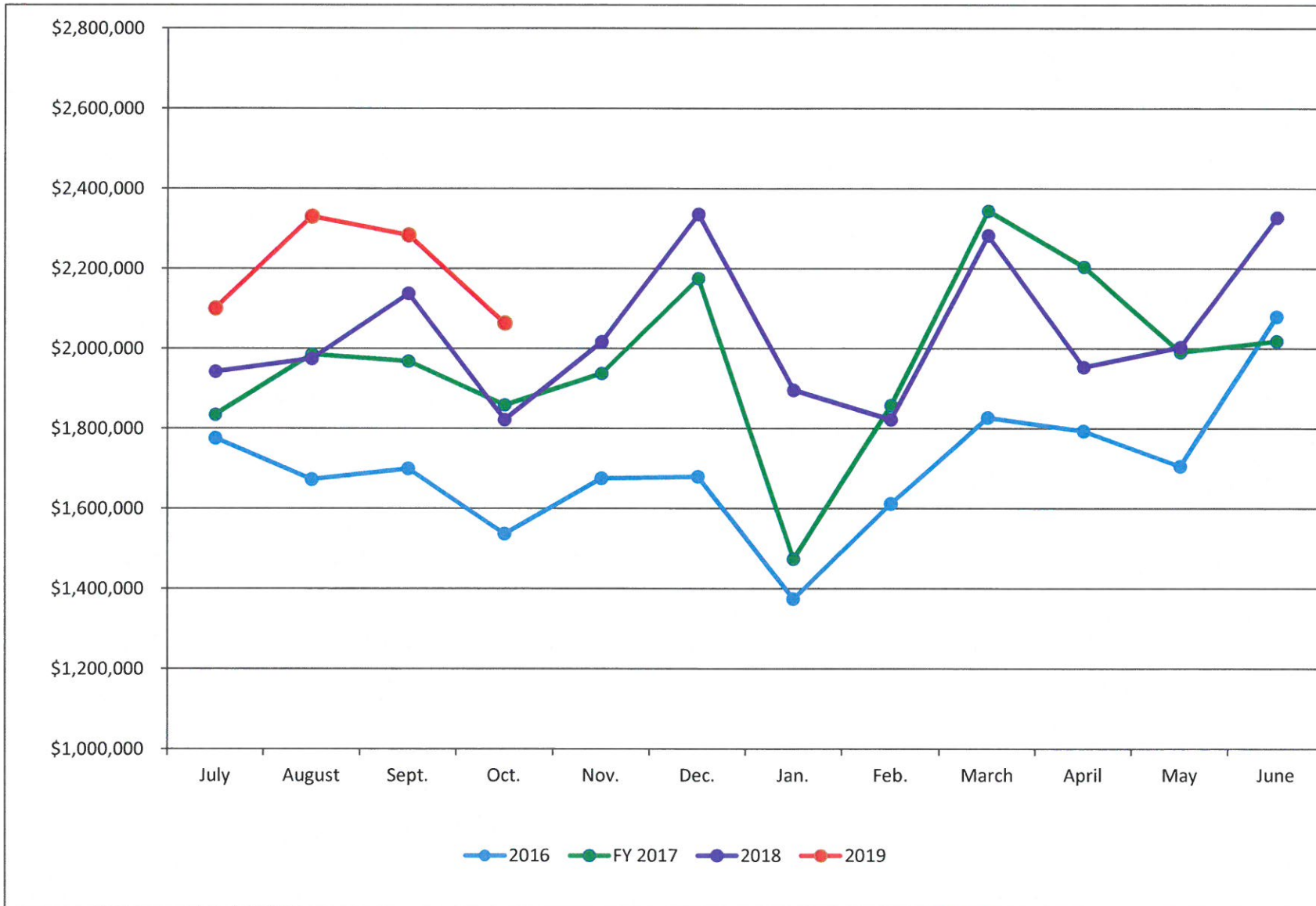
October		
2019	\$	8,778,617
2018	\$	7,876,390
2017	\$	7,646,450
2016	\$	6,684,129



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019

MONTHLY SALES TAX COMPARISONS

October	
2019	\$ 2,063,700
2018	\$ 1,822,003
2017	\$ 1,858,673
2016	\$ 1,536,556



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: February 8, 2019
SUBJECT: Budget Amendment

Please see the attached budget amendment.

Please approve the attached budget amendment.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendment	2/9/2019	Budget Amendment

DEPARTMENTAL REQUEST FOR BUDGET ACTION

FROM: SHERIFF

RECOGNIZE FUNDS RECEIVED FOR CHRISTMAS CARING ACCOUNT VIA DONATIONS, AND BUDGET TO THE PROPER EXPENSE ACCOUNT

Date: 1/25/2019

Reviewed:

[illegible]