



ROWAN COUNTY COMMISSION AGENDA
April 15, 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: April 1, 2019

1 Consider Approval of Consent Agenda

- A. Tax Refunds for Approval
- B. Emergency Management Preparedness Grants Applications
- C. SWRCC Site Selection Study Southern Rowan
- D. Library Chiller Replacement
- E. Permission to Accept The Blanche and Julian Robertson Family Foundation Grant Funds
- F. Proclamation for Relay for Life

2 Public Comment Period

3 Public Hearing & Executive Summary Presentation - Project Special

4 Proclamation for Law Enforcement Week

5 Proclamation To Establish May as Shield-A-Badge With Prayer Awareness Month

- 6 Inmate Healthcare Services Provider
- 7 Financial Report
- 8 Budget Amendments
- 9 Reports
 - A. Community Child Protection Team Annual Report
- 10 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: April 8, 2019
SUBJECT: Consider Approval of the Minutes: April 1, 2019

ATTACHMENTS:

Description

April 1, 2019 Minutes

Upload Date

4/8/2019

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

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

April 1, 2019 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

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 Klusman moved, Commissioner Greene seconded and the vote to approve the agenda carried unanimously.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the March 18, 2019 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Martin Starnes & Associates – FY 2019 Contract
- B. Request to Schedule a Public Hearing for April 15th for 'Project Special'
- C. Proclamation – May 2019 Foster Care Month in Rowan County

WHEREAS, children are key to Rowan County's future success, prosperity and quality of life; and

WHEREAS, children have a right to thrive, learn and grow; and

WHEREAS, foster and kinship parents provide the care, safety, and stability for children and teens in foster care whose parents need time to learn new skills to become the parents their kids need them to be; and

WHEREAS, Rowan County foster and kinship parents are caring for more than 150 children and youth in foster care today; and

WHEREAS, Rowan County is experiencing a shortage of foster families and is in need of families willing to care for children and teens who have complex behavioral and mental health needs; and

WHEREAS, we must recognize the important role that foster and kinship parents play in caring for children who have experienced trauma, supporting family reunification and building strong communities; and

WHEREAS, we all play a role in ensuring Rowan County's children are healthy and safe, and are able to reach their full potential; and

WHEREAS, we all play a role in preventing child abuse and neglect and helping children and their families heal from their traumatic experiences.

NOW THEREFORE, the Rowan County Board of County Commissioners does hereby proclaim May 2019 as Foster Care Month in Rowan County.

- D. Bath & Body Works Lease Renewal at West End Plaza
- E. Financing Documents – Kannapolis City Schools

2. PUBLIC COMMENT PERIOD

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

- John Franklin Cox, II, provided the Board with a handout. Mr. Cox said he was a lifelong resident of Rowan County and had been an employee of Norfolk Southern Railroad for seventeen (17) years. Mr. Cox discussed a bill drafted for public safety, which had not yet been introduced in the North Carolina General Assembly. The proposed bill dealt with crew size for the operation of trains. Mr. Cox referred to the information he had distributed and asked the Board to let the General Assembly know of its support for the bill.

Chairman Edds noted the information also included a business card for Ronald Ingerick, Jr., (SMART Transportation Division, NC State Legislative Director and Vice President of the North Carolina AFL-CIO). Mr. Cox said Mr. Ingerick was in attendance and that he or Mr. Ingerick would be happy to answer any questions. Chairman Edds asked Mr. Cox to provide his phone number to the Clerk.

- Ronnie Smith provided an update regarding two (2) projects. The first project pertained to the Yadkin River Park (Park) in Davidson and Rowan counties. Mr.

Smith said the Town of Spencer had adopted a resolution in support of the Park and he asked the Board to consider a similar resolution on a future agenda. Secondly, Mr. Smith discussed the lack of progress for the installment of a Vietnam Veterans Memorial at Salisbury City Park.

Chairman Edds responded the County would follow up on the memorial issue.

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

3. PUBLIC HEARING & EXECUTIVE SUMMARY PRESENTATION – PROJECT KODIAK

Scott Shelton, Vice President for the Rowan County Economic Development Commission (EDC), provided a power point as he presented the request for additional incentives for “Project Kodiak”. Mr. Shelton said the company behind the Project was an online retailer. If the County was chosen for the Project, the company would build a 700,000 square foot facility on the Trevey Site with a total capital investment of approximately \$55 million.

The company originally pledged to create 600 jobs as part of the Project. Mr. Shelton recalled that late last year, the Commissioners approve a 5-year tax incentive grant for the Project equal to 80% of the new taxes paid. The Board also approved a \$100,000 equipment grant.

Mr. Shelton reported the company was now willing to commit to 1,250 new jobs by the end of 2025. The company was asking for the County to reconsider its incentive proposal. Mr. Shelton said the EDC recommended the tax incentive grant be extended from five (5) years to ten (10) years. Mr. Shelton said the County would still collect its \$3.5 million but the grant award to the company would increase from \$1.38 million to just under \$2.3 million over ten (10) years. The amount the County would keep over the (10) years would decrease from \$2.1 million to approximately \$1.25 million. The EDC also recommended the equipment grant be increased from \$100,000 to \$400,000, which would come from the County’s Economic Development Fund.

Mr. Shelton discussed the conditions that would be placed on receiving the Level II incentive.

Mr. Shelton said the site did not have sewer and the EDC had worked with Salisbury Rowan Utilities to service the property.

In response to an inquiry from Commissioner Klusman, Mr. Shelton explained how the clawback provisions worked in the event the company did not meet the requirements for the investment.

Commissioner Greene asked where the company would rank in employment in the County if the 1,250 jobs were filled within five (5) years. Mr. Shelton responded there was a good chance the company would probably rank in the top five (5). Mr. Shelton said an announcement in favor of Rowan County would be the largest in the history of the EDC and possibly the County.

Commissioner Caskey asked if the project would encompass the entire Trevey site and Mr. Shelton said yes; there would be no usable property left.

Commissioner Caskey stated that incentives like the one before the Board were out of the ordinary and the project was “extraordinary”.

Mr. Shelton expressed hope an announcement would be made by the company between the middle to the end of the month.

Chairman Edds opened the public hearing to receive citizen input regarding Project Kodiak and with no one coming forward, Chairman Edds closed the public hearing.

Commissioner Greene moved approval of the new tax incentive grant for Project Kodiak. The motion was seconded by Commissioner Klusman and passed unanimously.

4. CONSIDER APPROVAL OF BUILDING ELEVATION AND SIGNAGE DETAILS FROM Z 03-19 DECISION

Shane Stewart, Assistant Planning Director, provided a power point as he highlighted the staff report. Mr. Stewart said on March 18, 2019 the Board conditionally approved Z 03-19 to rezone property located at the corner of E. NC 152 Highway and Organ Church Road in Rockwell for Dollar General. According to the County’s Zoning Ordinance, conditional district rezoning requests that are conditionally approved must present revised plans within 45 days of initial approval for consideration. Mr. Stewart said the option provided the Board an opportunity to see detailed building elevations and signage plans as a condition of approval.

Mr. Stewart said the applicant included:

1. Architectural Floor Plan and Exterior Elevation Details
2. Color Image used for illustration only and for general color information
3. Monument sign detailing an overall height of 6’ including the base and a sign copy dimensioned at 32 square feet.

Using a power point, Mr. Stewart showed the signage details proposed by Dollar General. Mr. Stewart also pointed out a change in landscaping as opposed to what was in the agenda packets.

Mr. Stewart discussed the elevation plan and used the power point to depict the façade planned for the proposed store. Mr. Stewart noted there were a few minor differences

between the image and the plan (e.g. vertical brick versus cement board and the building entrance and 1 less faux window on the right elevation). Mr. Stewart stated in all instances, the elevation plan would control.

Mr. Stewart said the information did not require a public hearing or public comment. The Board was asked to vote to approve the plans as a continuation of the Z 03-19 decision and would become part of the conditions of approval.

Commissioner Caskey questioned the Board's façade preferences for future Dollar General Stores. Chairman Edds said he had spoken with Teramore representatives regarding guidance for future stores and how the Board wanted those stores to look. Chairman Edds pointed out that Board approval would not be necessary if the stores were to locate in an area already appropriately zoned.

Commissioner Klusman said she would like to see concrete information as guidance for future stores. Mr. Stewart said the Board could have façade standards for commercial and staff could take a look at the request.

Chairman Edds asked if there was any reason brick was left out on the front and side of the store.

Joe Strickland with Teramore Development came forward to address the Board's concerns. Mr. Strickland said the rendering before the Board was typically used in other places. Mr. Strickland said the rendering met the criteria of what the Board had asked for at the last meeting.

Chairman Edds said the plan showed more hardy plank and he asked if it would be a "big deal" to make it all brick. Mr. Strickland said no.

Chairman Edds referred to the sign and asked if it could be made brick instead of metal. Mr. Strickland said the sign could be enhanced with brick underneath to encapsulate it.

Mr. Strickland noted the store just completed off Kress Venture Drive was a new prototype and looked better than some of the stores previously built by other developers. Mr. Strickland said Teramore Development understood the Board's message from the last meeting and would step up its game.

Commissioner Klusman moved to approve the building elevation and signage details with the changes in brick on the sign and in the façade. Commissioner Greene seconded and the motion passed 4-1 with Commissioner Pierce dissenting.

5. CONSIDER APPROVAL OF SNIA 01-19

Assistant Planning Director Shane Stewart reported Planning Staff had received a Special Non-Residential Intensity Allocation (SNIA) request from Dardon Engineering to expand operations at the G2 Structures facility located at 8955 W. NC 152 Highway,

Mooreville. The following structures were proposed: Two (2) 11,250 square foot storage structures; two (2) 11,250 square foot fabrication structures; and one (1) 30,000 square foot trailer storage carport structure (i.e., roof with one [1] side closed).

Mr. Stewart said approval of the request would allow the project to exceed the administrative allowance of the 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to 70% built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permitted up to 70% coverage. Mr. Stewart reported that since 1994, only 1% of 10% had been removed from the watershed totals.

In closing, Mr. Stewart said the request met all standards for approval. Mr. Stewart said the request did not require a public hearing or public comment.

Commissioner Greene moved approval of SNIA 01-19. The motion was seconded by Commissioner Caskey and passed unanimously.

6. UPDATE ON ROWAN COUNTY CHILD ABUSE STATISTICS AND APPROVAL OF PROCLAMATION FOR CHILD ABUSE PREVENTION MONTH

Commissioner Klusman introduced Beth McKiethen, Executive Director of Prevent Child Abuse Rowan (PCAR) and Alyssa Smith from Healthy Rowan. Commissioner Klusman said the month of April was Child Abuse Prevention Month in Rowan County and was the time to talk more about preventing child abuse.

Ms. McKiethen distributed a handout and provided the Board with an update regarding Rowan County child abuse statistics.

Ms. McKiethen said PCAR worked with children that had been exposed to abuse. According to Ms. McKiethen, PCAR worked with children from birth to age 18 and saw approximately 225-250 cases per year. Ms. McKiethen said there had been a 30% increase in cases over the last four (4) years.

Ms. McKiethen reported that several agencies had been collaborating and talking more about trauma and what it did to children, as well as to their brain. Ms. McKiethen continued by talking about Adverse Childhood Experiences (ACEs) that contributed to trauma and how childhood trauma is revealed in adulthood. Ms. McKiethen stated there were collaborative steps that could be put in place to support the children to try and ensure the community was healthy.

Ms. Smith mentioned there had been a 22% increase in the number of children placed in foster care over the last five (5) years. Ms. Smith said there had also been an increase in substance-affected infants.

Ms. McKiethen reported medical and mental health costs were estimated at \$124 billion nationwide. Ms. McKiethen stated \$124 billion was a lot of money that could be saved and put towards prevention.

At the request of Commissioner Klusman, Ms. McKiethen shared information regarding the Triple P Program (Positive Parenting Program).

Commissioner Klusman read a Proclamation for Child Abuse Prevention Month as follows:

WHEREAS, child maltreatment is a community problem and finding a solution depends upon involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; and

WHEREAS, approximately 127,404 children were reported abused and/or neglected in North Carolina in Fiscal Year 2017; and

WHEREAS, 51 children were victims of homicide due to abuse or neglect in North Carolina during the year 2016; and

WHEREAS, the majority of child maltreatment cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, the effects of child maltreatment are felt by whole communities, and need to be addressed by the entire community; and

WHEREAS, effective child maltreatment prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

THEREFORE, the Rowan County Commissioners, does hereby proclaim April 2019 as Child Abuse Prevention Month in Rowan County and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the Proclamation as read passed unanimously.

7. CONSIDER APPROVAL OF BUDGET AMENDMENTS

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

- Finance – Adjust Soil & Water Grant budget for FY 2019 to the NC Department of Agriculture and Consumer Services notification of funding offer - \$135
- Health Department – Fund budget accounts for new Blue Cross Blue Shield PORT Implementation Grant - \$45,121
- Fund 201 Fire Districts – Increase budget to cover fire districts' tax turnover for the rest of the fiscal year - \$269,000
- Airport / Finance – Replace fuel tank liners on jet fuel storage tanks - \$80,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously.

8. CONSIDER APPROVAL OF BOARD APPOINTMENTS

ELLIS CROSS COUNTRY VFD FIRE COMMISSIONERS

Steve N. Mock and James Hartman both applied for reappointment for a 2-year term that if approved, would be in effect from May 1, 2019 through April 30, 2021.

Commissioner Klusman nominated Steve Mock and James Hartman and the nomination passed unanimously.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

Due to scheduling conflicts, the Clerk to the Board was notified that Nancy Brandt resigned from the HCCBG Advisory Committee, which also required her resignation from the Region F Advisory Committee.

The Board was asked to accept Ms. Brandt's resignation.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to accept the resignation of Nancy Brandt passed unanimously.

LOCAL EMERGENCY PLANNING COMMITTEE

Paul E. Hollar was approved by the LEPC membership to serve on the Committee. Mr. Hollar is the Emergency Manager at the Hefner VA Medical Center. LEPC members have no term expiration dates.

Commissioner Klusman moved to appoint Paul Hollar followed by a second from Commissioner Greene. The motion carried unanimously.

LIBERTY VFD BOARD OF TRUSTEES

Lisa Trexler applied for reappointment and her term would be for 2 years, expiring December 31, 2020.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Lisa Trexler passed unanimously.

TOWN OF ROCKWELL PLANNING BOARD

Drew Shaver applied for a 3-year term as an ETJ member of the Rockwell Planning Board. The term would expire March 31, 2022.

Commissioner Pierce moved to appoint Drew Shaver. The motion was seconded by Commissioner Klusman and passed unanimously.

SCOTCH-IRISH VFD FIRE COMMISSIONERS

Jason Boger and Robert Knox, Jr. both applied for reappointment and Mark Menius applied as a new appointment.

All three (3) appointments were for 2-year terms that would expire March 31, 2021.

Commissioner Klusman moved Jason Boger and Robert Knox Jr. for reappointment and Mark Menius as a new appointment. The motion was seconded by Commissioner Greene and passed unanimously.

9. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 4:11 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

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: Casey Robinson, Tax Collection Specialist
DATE: 04/01/2019
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
March 2019 Tax Refunds	4/1/2019	Cover Memo
February 2019 VTS Refunds	4/1/2019	Cover Memo

ENTERED
4-1-19

4-18-19

MARCH 2019 TAX REFUNDS

W8NAM1	W8NAM2	W8ADR1	W8ADR2	W8CITY	W8STA	W8ZIPA	W8ASSD	W8TRNN	W8AMRF
ADAMS JAMES C & WF	ADAMS GAY B	340 LINN AVE	NA	CHINA GROVE	NC	28023-8572	340 LINN AV	906180	1.76
ATKINS EMILY E	NA	1159 OSPREY LN	NA	CHINA GROVE	NC	28023-0000	2010 HYUN SAN MP SANTA FE GLS	905052	146.48
BLUNT TINA R	NA	1205 WOODLAWN ST	NA	KANNAOLIS	NC	28083-0000	1205 WOODLAWN ST	903739	1078.17
BLUNT TINA R	NA	1205 WOODLAWN ST	NA	KANNAPOLIS	NC	28083-0000	1205 WOODLAWN ST	903742	269.54
BRISSON PATRICIA NICHOLSON	NA	1311 FORESTDALE DR	NA	SALISBURY	NC	28144-2128	1311 FORESTDALE DR	903468	29.87
CAPPS JOHNNY RAY	NA	405 W NEWTON ST	NA	SPENCER	NC	28159-2419	W NEWTON ST	903472	2.02
CECIL EFFIE COWLES	NA	1010 SAINT PAUL CHURCH RD	NA	SALISBURY	NC	28146-8844	2012 FORD 4S	903474	202.44
CKEZEPIS LAW PLLC	NA	8712 LINDHOLM DR STE 300	NA	HUNTERSVILLE	NC	28078	411 RENTAL DR	903614	31.95
COLLINS TERRY	NA	11540 COOL SPRINGS RD	NA	CLEVELAND	NC	27013-0000	1504 STATESVILLE BLVD	904932	70.00
CRESS DANA ALDRIDGE	NA	PO BOX 429	NA	CHINA GROVE	NC	28023-0429	10290 OLD CONCORD RD	906526	1.48
DAVIS CALVIN EUGENE	DAVIS DIANE ABSHIER	PO BOX 417	NA	ROCKWELL	NC	28138-0417	1 DOG	905686	57.52
DAVIS CALVIN EUGENE	DAVIS DIANE ABSHIER	PO BOX 417	NA	ROCKWELL	NC	28138-0417	1998 DODG TK	905661	297.83
DAVIS SUSAN MARY	NA	5885 BROOKSTONE DR NW	NA	CONCORD	NC	28027-2535	220 STARLIGHT DR	902220	16.30
DAVIS WILLIAM GREGORY & WF	DAVIS JULIE ANN	202 SETTLERS HAVEN RD	NA	CLEVELAND	NC	27013-8941	SETTLERS HAVEN DR	905169	74.30
DESANTIS DAVID CHRISTOPHER	NA	2580 LOWER STONE CHURCH RD	NA	ROACKWELL	NC	28138-8797	DUMMY ACT Refund Acct	904181	49.02
DILL CHARLES JR & WF	DILL CYNTHIA BENTON	2080 HOBSON RD	NA	CLEVELAND	NC	27013-8006	2080 HOBSON RD	904575	1.86
DUPREE WILLIAM T	DUPREE ANNA M	1190 FAWN CREEK ROAD	NA	SALISBURY	NC	28147	FAWN CREEK RD	901598	55.00
EASTERLING ROBERT WALTON	NA	1638 W COLONIAL DR	NA	SALISBURY	NC	28144-2265	1978 CHEV TK	905245	60.00
EVANS SHEILA	NA	2318 WOODSDALE ST	NA	KANNAPOLIS	NC	28081-8810	2318 WOODSDALE ST	904783	7.46
GALLIMORE WAKA SNIDER	NA	5095 LAKEVIEW DR	NA	SALISBURY	NC	28147-9091	2004 SUND PERMTAG	904945	1.13
GILBERT JAMES WAYNE JR	NA	1980 SHERRILLS FORD RD	NA	SALISBURY	NC	28147-8081	2013 FORD TK	906186	29.60
GILLAND KENNETH ALEXANDER	GILLAND LETHA M	1041 ROWAN CIR	NA	SALISBURY	NC	28146-5847	900 JOHN MILLER RD	903133	250.66
GOODMAN STANLEY F & WF	GOODMAN MARGARET O	275 CORNELIUS RD	NA	MOORESVILLE	NC	28117-9474	AMITY HILL RD	902607	2.76
HAGER TERRY KEVIN	% CONNIE MILLER	8095 KARRIKER RD	NA	KANNAPOLIS	NC	28081-8519	1967 WALKER 00012 00064	904974	2.93
HALEY TANYA	GRIGGS TANYA HALEY	727 E LIBERTY ST	NA	SALISBURY	NC	28144-0000	727 E LIBERTY ST	902196	1.25
HARRIS RHONDA BRANNON	NA	140 RIDGE AVE	NA	SALISBURY	NC	28144	1997 FORD EPR MP EXPLORER 4X4 4D	904953	9.42
HATHCOCK PHILLIP LAMAR	NA	220 LEIGH DR	NA	SALISBURY	NC	28147-8542	2007 CHEV BLS CP COBALT LS	904502	30.55
HEILIG BRIAN KEITH	NA	220 BENJAMIN TROTTER LN	NA	SALISBURY	NC	28147-0000	2008 ROKE MC	903780	57.54
HENDERSON CHRISTOPHER LINN	HENDERSON ANDREA ROYAL	1317 SAINT PAUL CHURCH RD	NA	SALISBURY	NC	28146-8853	2003 CHEV SIL TK PICKUP X-CAB 4WD 1/2 TON	905317	30.00
HENLEY JUSTIN	HENLEY JENNIFER	1250 SCERCY RD	NA	CHINA GROVE	NC	28023-7616	1440 PANTHER POINT RD	904637	16.51
HERNANDEZ DIANNA	NA	609 CEDAR GLEN CIR	NA	CLEVELAND	NC	27013-8605	CREATE ACT FOR REFUND	903849	91.34
HONEYCUTT ASHLEY B & HUS	HONEYCUTT RANDLE B JR	285 CLEARBROOK DR	NA	SALISBURY	NC	28146	2016 BIGT PERMTAG AE31920	903467	11.53
HONEYCUTT HAROLD WAYNE & WF	HONEYCUTT WANDA S	185 BOST RD	NA	CHINA GROVE	NC	28023-8797	185 BOST RD	902066	29.81
HONEYCUTT RANDLE BRANT	NA	285 CLEARBROOK DR	NA	SALISBURY	NC	28146	2017 BIGT PERM TAG AF56123	903466	63.34
HORNE SANDRA	NA	PO BOX 194	NA	GRANITE QUARRY	NC	28072	724 S MAIN ST	903803	800.00
HUDSON BEVERLY	NA	855 STONE RD	NA	SALISBURY	NC	28146-8929	2016 INDI MC	903593	98.23
INGRAM ERIC	NA	547 HEILIGTOWN RD	NA	SALISBURY	NC	28144-1431	547 HEILIGTOWN RD	905141	10.00
KEITH JANET J	NA	4235 ISENHOUR RD	NA	KANNAPOLIS	NC	28081-7405	1300 N CANNON BLVD	903586	13.95
KENDRICK DANIELLE N	NA	106 REDBIRD LN	NA	ROCKWELL	NC	28138	CLASS SP ASM# 000	905613	7.97
KNIPP LAW OFFICE	NA	8221 VILLAGE HARBOR CT	NA	CORNELIUS	NC	28031-3706	95 CENTRAL AV	904282	185.00
LAW OFFICES OF KEVIN C LINK PC	NC IOLTA	1 BUFFALO AVE NW SUITE 3305	NA	CONCORD	NC	28025	1355 SCERCY RD	902496	100.00
LAZY S RANCH	NA	15100 MOORESVILLE ROAD	NA	MOORESVILLE	NC	28115	3955 MILLBRIDGE RD	906570	2511.14
LEE JOHN H III	NA	885 E RITCHIE RD	NA	SALISBURY	NC	28146-1382	1992 MARINER O/B	904002	30.23
LERETA	MR COOPER 75700	1123 PARK VIEW DRIVE	NA	COVINA	CA	91724	230 CASTLE KEEP RD	903031	74.81
LISA CORPENING	NA	907 S IREDELL AVE	NA	SPENCER	NC	28159-2039	2195 AMITY HILL RD	901593	152.69
M & J HAULING LLC	NA	155 THOMAS LN	NA	CLEVELAND	NC	27013-9631	1998 INTL 9200 YH1491	904585	7.57
MACK BARRETT T	NA	1280 STEVEN DR	NA	SALISBURY	NC	28025-1800	HOLLYBROOK CT	904011	281.40
MCCLANNON JOHNNY LEE	NA	11805 COOL SPRINGS RD	NA	CLEVELAND	NC	27013-9435	1984 E2LO PERMTAG AF61122	904006	5.09
MCCOMBS KENNY N	MCCOMBS CAROL	PO BOX 430	NA	GRANITE QUARRY	NC	28072-0430	320 CHINA GROVE HWY	904043	7.00
MCDONALD CHRISTOPHER BRIAN	NA	713 WALTON RD	NA	SALISBURY	NC	28146-0000	713 WALTON RD	903006	378.40
MESSER EVERETT HENRY & WF	MESSER LINDA	2140 PANTHER CREEK RD	NA	SALISBURY	NC	28146-3522	2140 PANTHER CREEK RD	904931	4.97
MILLER CARL RICHARD	NA	345 KNIGHT FARM RD	NA	CHINA GROVE	NC	28023-6583	1994 OAKWOOD 00014 00080	902271	59.47

Jenya Parnell
Tax Collections Manager

ENTERED
4-1-19

4-18-19

FEBRUARY 2019 VTS REFUNDS

TAXPAYER NAME	Address_1	Address_2	CITY	STATE	ZIP	Refund_Type	Refund_Reason	TRANS #	REFUND
ALEXANDER, JAMES ELTON	1335 SIDNEY DR		SALISBURY	NC	28147	Proration	Vehicle Sold	100568000	\$17.26
ANAND, KRISHNAN	225 SAGE WAY		SALISBURY	NC	28147	Proration	Vehicle Sold	100676748	\$1.01
BARENTINE, GARY EDWARD	125 COLTSVILLE DR		MOUNT ULLA	NC	28125	Proration	Vehicle Sold	101256698	\$124.22
BECK, GAIL MAYE	2530 E RIDGE RD		SALISBURY	NC	28144	Proration	Tag Surrender	100568006	\$54.63
BINGHAM, RUSSELL STEPHEN	PO BOX 995		FAITH	NC	28041	Proration	Vehicle Sold	100567876	\$20.77
BOLLINGER, TIMOTHY HUGH	10001 OLD BEATTY FORD RD		ROCKWELL	NC	28138	Proration	Vehicle Sold	100567954	\$11.52
BOONE, JAMES MICHAEL	410 S SPENCER AVE		SPENCER	NC	28159	Proration	Vehicle Sold	101256466	\$26.02
BOOTH, CHAD MASON	11679B OSPREY LOOP		FORT DRUM	NY	13603	Adjustment < \$100	Over Assessment	100764154	\$68.39
BRYAN, SYLVIA CORRELL	425 VILLA WOODS DR		SALISBURY	NC	28146	Proration	Tag Surrender	101512662	\$108.54
BUZHARDT, ROSE MARIE	1048 WINCHESTER LN		AIKEN	SC	29803	Proration	Tag Surrender	151146189	\$449.51
CASOLA, JEAN ELLEN	1000 S ROWAN AVE		SPENCER	NC	28159	Proration	Vehicle Sold	100764554	\$32.90
CHAMBERS, MICAH ZECHARIAH	103 BEE TREE LN		SALISBURY	NC	28144	Proration	Vehicle Sold	100879268	\$11.77
CHEEK, TYLER CAMERON	2399 TULLYMORE DR		LANDIS	NC	28088	Proration	Tag Surrender	100567988	\$18.99
COLLINS, WILLIAM EDWARD	3140 SHERRILLS FORD RD		SALISBURY	NC	28147	Proration	Vehicle Totalled	100677132	\$87.27
CONDON, DAVID THOMAS	695 BERNHARDT RD		SALISBURY	NC	28147	Proration	Vehicle Sold	100567844	\$153.37
CONNERY REVOCABLE FAMILYTRUST U/A DTD 05-07-2010	306 MAJESTIC HEIGHTS DR		SALISBURY	NC	28144	Proration	Vehicle Sold	151795707	\$50.74
COOK, BRIAN THOMAS JR	3405 ROCKWELL RD		ROCKWELL	NC	28138	Proration	Tag Surrender	100568448	\$89.23
CORRIHER, BRYAN WHITLEY	345 OLD CORRIHER RD		CHINA GROVE	NC	28023	Proration	Vehicle Sold	101256442	\$7.45
COX, JAMES RONALD	3765 STOKES FERRY RD		SALISBURY	NC	28146	Proration	Vehicle Sold	100567916	\$46.10
DAVIS, L Z	102 TREE TOP CT		SALISBURY	NC	28147	Proration	Vehicle Sold	150851802	\$11.08
DAVIS, STEVEN PAUL	102 CARABELLE CIR		SALISBURY	NC	28144	Proration	Vehicle Sold	150851856	\$337.36
DEAL, JUSTIN DOUGLAS	695 E RITCHIE RD		SALISBURY	NC	28146	Proration	Tag Surrender	100623484	\$71.98
EAGLE, BRADLEY SCOTT	200 WATERS RD		SALISBURY	NC	28146	Proration	Tag Surrender	100879628	\$5.19
EFIRD, JASON LEE	PO BOX 723		ROCKWELL	NC	28138	Proration	Vehicle Sold	100567890	\$252.18
FENDER, JOHN TIMOTHY	1835 RIBELIN RD		SALISBURY	NC	28146	Proration	Tag Surrender	100568508	\$39.72
FORTSON, CARL DEAN	5035 STOKES FERRY RD		SALISBURY	NC	28146	Proration	Vehicle Sold	101419168	\$166.28
FRALEY, EDITH PEELER	114 S EHOCHVILLE AVE		KANNAPOLIS	NC	28081	Proration	Tag Surrender	100879658	\$99.02
FRAZIER, PAMELA CORRIHER	235 DARK HOLLOW RD		KANNAPOLIS	NC	28081	Proration	Vehicle Sold	101256478	\$21.06
GILBEAU, WILLIAM GLENN	1735 LIBERTY RD		GOLD HILL	NC	28071	Proration	Vehicle Sold	101256462	\$3.91
GOSSETT, BERKLEY HAROLD III	1082 FOXGATE LN		MOORESVILLE	NC	28115	Proration	Tag Surrender	100937364	\$10.65
HAMILTON, LARRY GLENN	118 WHITE AVE		KANNAPOLIS	NC	28081	Adjustment >= \$100	Over Assessment	100937232	\$129.60
HARVEY, JAMES DANE	1229 SPRING ROCK DR		SALISBURY	NC	28146	Proration	Tag Surrender	100623164	\$19.85
HERRMANN, DONALD RAY	1155 FOX CHASE CT		SALISBURY	NC	28146	Proration	Vehicle Sold	100988874	\$14.31
JOHNSON, ANGELA EURY	1304 OAK GROVE LN		SALISBURY	NC	28146	Proration	Vehicle Sold	100879278	\$74.72
JOHNSON, GREGORY EARL	150 MARION ST		ROCKWELL	NC	28138	Proration	Vehicle Sold	101197116	\$9.02
JONES, SHEILA WILLIAMS	613 LAKEWOOD DR		SALISBURY	NC	28147	Proration	Vehicle Sold	151015119	\$88.97
KERSCHNER, KELLY ANN	510 QUEENS RD	APT 205	CHARLOTTE	NC	28207	Proration	Vehicle Sold	100623214	\$8.40
KLUTTZ, STEVEN TYLER	3035 OLD US HIGHWAY 70		CLEVELAND	NC	27013	Proration	Vehicle Sold	101256786	\$88.52
KRIZAN, LAWRENCE JAMES	285 CRICKET LN		MOUNT ULLA	NC	28125	Proration	Vehicle Totalled	100623298	\$51.92
LANCE, CECIL KENNETH JR	1116 S FULTON ST		SALISBURY	NC	28144	Proration	Vehicle Sold	151705581	\$167.64
LINDSAY, DANA KIDD	960 PHANIELS CHURCH RD		ROCKWELL	NC	28138	Proration	Tag Surrender	100879126	\$212.05
LINDSAY, JACKIE MARSHALL	960 PHANIEL CHURCH RD		ROCKWELL	NC	28138	Proration	Tag Surrender	100879144	\$35.11

Sonya Parnell
Tax Collections Manager

LOWRY, CHUCK EDWARD	105 SUMMER LEIGH ST		SALISBURY	NC	28146	Proration	Vehicle Sold	100567980	\$19.53
MCDANIEL, DYLAN ANTHONY	1317 MEADOWBROOK CIR		SALISBURY	NC	28144	Proration	Vehicle Sold	101419028	\$4.69
MGS CONTAINER INC	9181 BRINGLE FERRY RD		SALISBURY	NC	28146	Proration	Vehicle Sold	101197128	\$71.73
MGS CONTAINER INC	9181 BRINGLE FERRY RD		SALISBURY	NC	28146	Proration	Vehicle Sold	101197132	\$32.93
MILLER, KELLY BELINDA	306 DEPOT ST		ROCKWELL	NC	28138	Proration	Vehicle Sold	101197112	\$30.02
MILLS, MELISSA NEWBERRY	5175 STOKES FERRY RD		SALISBURY	NC	28146	Proration	Vehicle Sold	101419022	\$14.83
MILLSPAUGH, GAYLORD LEE	1345 COUNTRY HILL DR		SALISBURY	NC	28147	Proration	Vehicle Sold	100825726	\$13.10
MORALES QUINTANAR, VALERIA STEPHANY	200 CASTLEWOOD DR	APT 1121	SALISBURY	NC	28147	Proration	Vehicle Totalled	150851925	\$252.87
MOSLEY, VIVIAN DAVIS	680 HARRIS RD		SALISBURY	NC	28147	Proration	Vehicle Sold	101418846	\$7.71
NAGY, JILLE HAYDEN	1 STUART DR		SPENCER	NC	28159	Proration	Vehicle Sold	101418864	\$51.05
PATTON, MARK LEROY	825 BROOKFIELD CIR		SALISBURY	NC	28146	Proration	Vehicle Sold	101197186	\$17.67
PEARSALL, ROBERT GEORGE	231 PROCTOR DR		SALISBURY	NC	28147	Proration	Vehicle Sold	101197136	\$26.00
RICCARDI, CLAIRE LEIBLE	306 SILLS DR		SALISBURY	NC	28146	Proration	Vehicle Sold	151619652	\$71.53
ROSE, MARY MARGARET	112 N JACK AVE		GRANITE QUARRY	NC	28146	Proration	Vehicle Sold	100567938	\$139.58
RUBLE, DANIEL LLOYD	PO BOX 1261		ROCKWELL	NC	28138	Proration	Vehicle Sold	101079760	\$19.03
RUCKER, BRIAN TREMAYNE	925 CRESS SCHOOL RD		SALISBURY	NC	28147	Proration	Vehicle Sold	100879272	\$46.26
RUSHER, RUBY RANDALL	1515 WILLOW DR		SALISBURY	NC	28144	Proration	Vehicle Sold	150851910	\$4.25
RUSSELL, TASHA ALICE	6000 WRIGHT RD		KANNAPOLIS	NC	28081	Proration	Vehicle Sold	101079794	\$9.28
SELLERS, RONALD HOWARD	370 GAITHER DR		SALISBURY	NC	28146	Proration	Vehicle Totalled	101419170	\$12.09
SMITH, JAMIE PAIGE	6475 GOLDFISH RD		KANNAPOLIS	NC	28083	Proration	Tag Surrender	101319616	\$21.45
SMITH, SHARON BARRINGER	240 E OLD FARM RD		SALISBURY	NC	28146	Proration	Vehicle Sold	101256446	\$68.81
SMITH, TIMOTHY DARIN	240 E OLD FARM RD		SALISBURY	NC	28146	Proration	Vehicle Sold	101079766	\$2.77
SPAIN, JANEL LOUISE	9688 TOWNSHIP RD		EAST LIBERTY	OH	43319	Proration	Reg . Out of state	152128200	\$89.03
SPEER, JOEL LORNE	PO BOX 496		FAITH	NC	28041	Proration	Vehicle Sold	100677138	\$14.00
STANLEY, TAMMY KLOCK	PO BOX 744		GRANITE QUARRY	NC	28072	Proration	Incomplete Doc	151483329	\$10.89
STRAZZULLA, FRANK THOMAS	1047 QUAIL HAVEN LN		ROCKWELL	NC	28138	Proration	Vehicle Sold	101079624	\$119.20
TAGGART, SEAN PATRICK	370 BONAVENTURE DR		SALISBURY	NC	28147	Proration	Vehicle Sold	101079770	\$5.60
TARLTON, JAMES ERNEST	106 EAST AVE		SALISBURY	NC	28146	Proration	Vehicle Sold	100567862	\$62.79
TOVORNIK, ROBERT ADAM	574 MAPLE RIDGE CIR		SALISBURY	NC	28147	Proration	Vehicle Sold	100567932	\$87.04
TREXLER, JOHN MARK	115 MIDSAIL RD		SALISBURY	NC	28146	Proration	Vehicle Totalled	100988880	\$61.33
TRICE, ROBERT EDWARD JR	113 SHINN ST		ROCKWELL	NC	28138	Proration	Vehicle Sold	101513018	\$28.44
WEAR, RALPH EUGENE	725 LAKE DR		SALISBURY	NC	28144	Proration	Vehicle Sold	150852180	\$18.49
WEBB GOODMAN, TRACY JULYNNE	1426 E COUNCIL ST		SALISBUR	NC	28146	Proration	Vehicle Sold	150851757	\$62.88
WHICKER, CHANDRA CORRIHER	110 COPPER LEAF LN		SALISBURY	NC	28146	Proration	Vehicle Sold	100623308	\$11.67
WORSTELL, JAMES EDWARD II	230 STEEPLE CHASE TRL		SALISBURY	NC	28144	Proration	Vehicle Sold	101079756	\$173.71
YEATER, GARY J	1351 GLENFIELD DR		SALISBURY	NC	28147	Proration	Vehicle Sold	101197122	\$22.64
YOUNG, GRAHAM CORNELL	1207 EDGEWATER CT		SALISBURY	NC	28146	Proration	Vehicle Sold	100567922	\$20.65
								TOTAL:	\$5,023.77

Sonya 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: Chris Soliz
DATE: 4/3/19
SUBJECT: Emergency Management Preparedness Grants Applications

Rowan County has used preparedness grants for several years to maintain and improve emergency preparedness goals. The Emergency Services Department seeks authorization to apply for 4 Emergency Management Preparedness grants. North Carolina Emergency Management (NCEM) has consolidated the process for grants applications.

Rowan County Emergency Services respectfully recommends approval to apply for grant funding under the NCEM consolidated process. Applications will be for the Emergency Management Performance, Hazardous Materials Emergency Preparedness, North Carolina Tier II (competitive), and North Carolina Tier II (non-competitive) grants.

ATTACHMENTS:

Description	Upload Date	Type
Combined Grants Application_BOC Approval Request	4/3/2019	Cover Memo



Be an original.

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

To: Rowan County Board of Commissioners

From: Chris Soliz, Emergency Services Chief

Date: April 3, 2019

Re: Emergency Management Preparedness Grants Applications

Background:

Rowan County has used preparedness grants for several years to maintain and improve emergency preparedness goals. North Carolina Emergency Management has consolidated the process for grants applications. Applications for the Emergency Management Performance, Hazardous Materials Emergency Preparedness, Homeland Security Program, North Carolina Tier II (competitive), and North Carolina Tier II (non-competitive) grants are now accomplished using a single form and submitted simultaneously.

Objective:

Rowan County Emergency Services seeks authorization to apply for the Emergency Management Preparedness grants summarized below:

1. Emergency Management Performance Grant
 - a. Amount: Variable depending on State award
 - b. Purpose: Rowan County uses these funds to partially fund the Emergency Manager salary and to accomplish several preparedness plans and projects. The purpose of the EMPG is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards events, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act. EMPG funding is used to support a whole community approach to strengthen a state or community's emergency management program.
2. Hazardous Materials Emergency Preparedness
 - a. Amount: \$9,600
 - b. Purpose: Rowan County has received this grant previously and seeks to continue the development of emergency response plans for 12 facilities containing hazardous materials. Completed plans will be included in the Rowan County Emergency Operations Plan and will be compliant with State and Federal requirements. Additionally, all plans will be made available to all emergency response agencies in the County.



Be an original.

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

3. North Carolina Tier II (competitive)
 - a. Amount: \$10,000
 - b. Purpose: Rowan County Emergency Services and the Local Emergency Preparedness Committee will host an Annual Responder Preparedness Conference. This will be a one-day conference held for first responders to receive hazard updates, Emergency Operations Plan training, and coordinate administrative requirements for local and state readiness requirements. The end goal is to keep first responders informed and prepared for known Hazardous Materials risks, and overall all-hazards readiness. Funds will also be used to provide an upgrade for the Rowan-Salisbury HazMat Team's detection and monitoring equipment.
4. North Carolina Tier II (non-competitive)
 - a. Amount: \$1,000
 - b. Purpose: Rowan County Emergency Services and the Local Emergency Preparedness Committee will design and distribute Citizen Information Cards. This will be a double-sided post card for distribution to citizens to provide post-emergency information. Content will include a local resource roster, damage reporting instruction, and a checklist for recovery actions. Cards will be given to local response agencies to hand out to citizens at the point of need. The end goal is to provide citizens with useful, local post-emergency guidance.

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: Caleb Sinclair, Director, Environmental Management
DATE: 4/4/19
SUBJECT: SWRCC Site Selection Study Southern Rowan

The Rowan County Department of Environmental Management would like to contract for a *Site Selection/Feasibility Study* to be performed in an effort to determine the best possible location for establishing a solid waste & recycling convenience center in southern Rowan County (Enochville and surrounding community). Costs associated with this project will be paid from the landfill solid waste enterprise fund.

It is the recommendation of the Rowan County Department of Environmental Management that the board of commissioners approve *Task Order No. 10 "Southern Rowan Convenience Center Feasibility Study"* to ensure that Rowan County identifies the best available location for a solid waste and recycling convenience center in southern Rowan County (Enochville and surrounding community).

ATTACHMENTS:

Description	Upload Date	Type
Task Order No. 10 "Southern Rowan Convenience Center Feasibility Study doc	4/5/2019	Cover Memo

TASK ORDER NO. 10

This **TASK ORDER NO. 10** dated the _____, day of April 2019, is a supplement to the **MASTER SERVICES AGREEMENT** dated February 19, 2016 between Rowan County, North Carolina, hereinafter referred to as “OWNER” and McGill Associates, P.A., hereinafter referred to as “ENGINEER”. The purpose of this Task Order is to authorize the ENGINEER to provide services for the “PROJECT” entitled: **Southern Rowan Convenience Center Feasibility Study**

SECTION 1 - PROJECT DESCRIPTION:

The proposed project includes developing a master plan and cost analysis for construction of a solid waste convenience center in the southern Rowan County/Enochville Area. The proposed site may be a combination of solid waste facilities and Sheriff facilities. The analysis will consider one (1) site donated to Rowan County along with one (1) other proposed site.

SECTION 2 - SCOPE OF SERVICES:

PROJECT includes the following scope of services:

Preliminary Phase – Includes completing a programming needs analysis for solid waste facilities and proposed space for the Sheriff facilities (space only) at the proposed site. Once needs are known, a conceptual site plan will be developed for the two (2) sites and opinions of probable cost prepared. These findings will be presented to County staff as well as elected officials as needed. This work will not include any evaluations or detailed layouts of existing structures or proposed building layouts.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 10 for the PROJECT in accordance with our current Master Services Agreement Section 2 – Basic Services 2.1. Total project compensation shall be a Maximum Not to Exceed amount of **\$8,000** and shall be billed monthly as work progresses.

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 10 in duplicate originals:

EXECUTED this _____ day of April, 2019.

McGill Associates, P.A.

By: _____

Douglas Chapman, PE
Hickory Office Manager

Rowan County

By: _____

Aaron Church
County Manager

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

By: _____

Leslie Heidrick
Assistant County Manager,
Finance Director

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: April 4, 2019
SUBJECT: Library Chiller Replacement

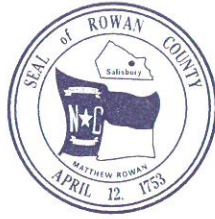
Please see the attached information.

Please approve the attached recommendation, contract and budget amendment for replacing a Chiller at the Rowan Public Library Headquarters.

ATTACHMENTS:

Description	Upload Date	Type
Library Chiller Replacement	4/8/2019	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 Library Chiller Replacement Project

DATE: April 5, 2019

After due advertisement, proposals to replace an AC Chiller at the Rowan County Library Headquarters were received and opened by S.E. Collins Consulting Engineers and County staff..

Bids were received from three contractors: Graham's Piping, Ridge Mechanical and Beaver Brothers, in the amounts of \$208,000, \$238,000 and \$263,100, respectively. Attached are the award recommendation from S.E. Collins Consulting Engineers, the bids received from each of the contractors, the associated contract between Rowan County and Graham's Piping, and the associated budget amendment. The complete bid packages are on file in the Purchasing Office.

Staff's Recommendation: It is the recommendation of S.E. Collins Consulting Engineers, the Facilities Management Department and the Finance Department that a contract be awarded to Graham's Piping to replace a chiller at the Rowan County Library Headquarters at a cost not to exceed \$208,000 and the associated contract and budget amendment be approved.



Sifford, David

From: scollins@scollinseng.com
Sent: Tuesday, April 02, 2019 1:13 PM
To: Bringle, Don E
Cc: Sifford, David; 'Thomas Simmerson'; 'Steve Vienneau'; 'Mike Beaver'; Heidrick, Leslie
Subject: Rowan Library Project

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Mr. Bringle,

Below are the bids received at 11:00am today for the Rowan Library Chiller Replacement Project:

Graham Piping - \$208,000.00
Addendum 1 and 2 are noted
Bonds are included
Tim Schenk is Electrical Contractor

Ridge Mechanical – \$238,000.00
Addendum 1 and 2 are noted
Bonds are included
Electrical Technologies is Electrical Contractor

Beaver Brothers – ~~\$268,100.00~~ \$263,100
Addendum 1 is noted (Mike Beaver and I spoke prior to bid day about addendum #2)
Bonds are included
Joel Lawrence is Electrical Contractor

The low bidder is Graham Piping and all bid information requested is included with Graham Piping bid so it is my recommendation the project be awarded to Graham Piping. Please let me know if you have any questions,

Sam

**FORM OF PROPOSAL
ROWAN COUNTY LIBRARY
CHILLER REPLACEMENT PROJECT**

201 West Fisher Street
Salisbury, NC

Contractor Name: Graham's Piping Inc.

Submitted herewith is my/our proposal for the **Rowan County Library – Chiller Replacement Project**, Salisbury, North Carolina.

SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with **Rowan County Library – Chiller Replacement Project - ROWAN COUNTY** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Engineer and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

By signature of this Form of Proposal, Contractors also confirm they are aware of the consequences of working in and around the Justice Center where prisoners are kept.

Single Prime Contract:

BASE BID: Two hundred eight Thousand DOLLARS (\$208,000.00)

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Plumbing: GPI
HVAC: GPI
Electrical: Tim Schenk Elec
Structural: GPI
HVAC Controls: GPI

SECTION 2. ALTERNATES – not applicable.

SECTION 3. UNIT PRICES – not applicable.

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

Construction Duration - 3 Months. Completion by 07/02/2019

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No. 2 Dated 3/20/19
Addendum No. 2 Dated 3/28/19
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Robin H. Starnes WITNESS

(seal)

Thomas P.M. SIGNATURE AND TITLE
Graham's Piping Inc FIRM NAME
720 Barringer Rd ADDRESS
Salisbury NC 28147 ADDRESS
08258 LICENSE NUMBER
4/2/19 DATE

FORM OF PROPOSAL
ROWAN COUNTY LIBRARY
CHILLER REPLACEMENT PROJECT
201 West Fisher Street
Salisbury, NC

Contractor Name: Ridge Mechanical Inc.

Submitted herewith is my/our proposal for the **Rowan County Library – Chiller Replacement Project**, Salisbury, North Carolina.

SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with **Rowan County Library – Chiller Replacement Project - ROWAN COUNTY** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Engineer and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

By signature of this Form of Proposal, Contractors also confirm they are aware of the consequences of working in and around the Justice Center where prisoners are kept.

Single Prime Contract:

BASE BID: Two hundred thirty eight thousand DOLLARS (\$ 238,000.00)

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Plumbing: N/A
HVAC: Ridge Mechanical Inc.
Electrical: Electrical Technologies, Inc.
Structural: N/A
HVAC Controls: Klim Controls

SECTION 2. ALTERNATES – not applicable.

SECTION 3. UNIT PRICES – not applicable.

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection **on or before the schedule listed below** from date of "commencement of work".

Construction Duration - 3 Months. Completion by 07/02/2019

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No. 1 Dated 3-28-19
Addendum No. 2 Dated 3-28-19
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Khadija P. Khan
WITNESS

(seal)

Thomas J. Cunningham, President
SIGNATURE AND TITLE
Ridge Mechanical Inc.
FIRM NAME
920 W. Green Dr.
ADDRESS
High Point, NC 27260
ADDRESS
1976
LICENSE NUMBER
4-2-71
DATE

**FORM OF PROPOSAL
ROWAN COUNTY LIBRARY
CHILLER REPLACEMENT PROJECT**

201 West Fisher Street
Salisbury, NC

Contractor Name: BEAVER BRO

Submitted herewith is my/our proposal for the **Rowan County Library – Chiller Replacement Project**, Salisbury, North Carolina.

SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with **Rowan County Library – Chiller Replacement Project - ROWAN COUNTY** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Engineer and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

N/A- By signature of this Form of Proposal, Contractors also confirm they are aware of the consequences of working in and around the Justice Center where prisoners are kept.

Single Prime Contract:

BASE BID: TWO HUNDRED SIXTY THREE THOUSAND ONE HUNDRED DOLLARS (\$ 263,100⁰⁰)

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Plumbing: _____

HVAC: _____

Electrical: JOEL LAWRENCE / LAWRENCE ELECTRIC

Structural: _____

HVAC Controls: _____

CONDITIONS FOR BID TO BE ACCEPTED

- CLEARANCE FOR CHILLER IS NOT ACCEPTABLE - OWNER TO PROVIDE ADDITIONAL CLEARANCE
- 1 YEAR PARTWARRANTY ONLY ON THE CONDENSER
- IF LONGER DELIVERY OF EQUIPMENT, ADDITIONAL TIME FOR INSTALLATION
- WE WILL NEED 7 DAYS ^{Form of Proposal - page 1} FOR COOLING TO BE OFF THE BUILDING ^{NEEDEN}
- WE WILL USE THE BACK ENTRANCE FOR CHILLER ACCESS

SECTION 2. ALTERNATES – not applicable.

SECTION 3. UNIT PRICES – not applicable.

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

Construction Duration - 3 Months. Completion by 07/02/2019

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No. 1 Dated 3/20/19
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Raina Olson
WITNESS

[Signature] PRESIDENT
SIGNATURE AND TITLE

BEAVER BROTHERS INC
FIRM NAME

807 CORPORATE CIRCLE
ADDRESS

ADDRESS

146
LICENSE NUMBER

4/2/19
DATE

(seal)

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this 4th day of April, 2019 (“Effective Date”) between Rowan County, North Carolina (“County”) and Graham’s Piping, Inc. (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For

purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section F of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: _____

Title: _____

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

Services to be provided are those included in the attached bid submitted by Graham's Piping, Inc. in response to the Request for Bids for Rowan County Library Chiller Replacement Project, dated April 2, 2019.

- B. Term of the Agreement. (Check the one provision that applies.)

_____ This Agreement shall end on _____, 20 ____.

☒ This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

_____ This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

- C. Payment to the Provider. (Check the provision that applies.)

The County shall pay the Provider \$ _____ every _____.

☒ The County shall pay the Provider a total of \$208,000 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

THE COUNTY

Don Bringle,
Facilities Management Director
130 West Innes Street
Salisbury, NC 28144
Don.bringle@rowancountync.gov
Telephone: 704-216-8108

THE PROVIDER

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: _____

Title: _____

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

(Signature of County Finance Officer)

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget for replacement of a chiller at the Rowan Public Library Headquarters. Engineering fees are approximately \$9,000 and construction costs are \$208,000.

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
C/A - Equipment	E	1154134-575090	217,000	
Sheriff's Market Salary Plan	E	1154112-510902		217,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: 4/05/19		Date: _____	Posted by: _____	
Signature: C. Hendrick		Signature:	Approved by: _____	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Donna F. Fayko, Director
DATE: April 8, 2019
SUBJECT: Permission to Accept The Blanche and Julian Robertson Family Foundation Grant Funds

Rowan County One Church One Child is seeking permission from the Board of Commissioners to accept The Blanche & Julian Robertson Family Foundation grant award in the amount of \$5,000.00. This award will help continue to fulfill the mission of OCOC by purchasing new beds and car seats for neglected children.

No county match of funds is required.

ATTACHMENTS:

Description	Upload Date	Type
BJRFF Award Notification	4/8/2019	Cover Memo

From: Application Administrator[Do Not Reply] [<mailto:admin@communityforce.com>]
Sent: Friday, April 05, 2019 2:05 PM
To: Hunter, Jon
Subject: BJRFF Award Notification

Dear Jon Hunter:

The Blanche & Julian Robertson Family Foundation is pleased to inform you that it has approved a grant of \$5,000.00 in support of A Child's Future-New Beds/Car Seats for Neglected Kids. **This award is subject to the completion of the Award Agreement Section of your application**, that affirms your agreement with the following:

GRANT PROVISIONS & CONDITIONS

1. The grant recipient agrees to expend the funds only for the purposes as stated in the grant application and in accordance with Section 501(C) 3, Section 4945, and other applicable provisions of the Internal Revenue Service Code.
2. The grantee will **submit a Grant Status Report** to the Foundation as soon as practical after the close of the grant period or when the funded project has been completed. **If planning on applying for a grant in 2020, all Grant Status Reports must be turned in by December 31, 2019.**
3. Directors and staff of the Foundation may monitor and conduct an evaluation of the grantee through a site visit and/or review of files and financial records relating to the grant or tax status. The grantee would agree to provide full and complete access upon a reasonable and timely request.
4. The Foundation requires immediate notification of any change in the grantee's Lead Management and/or Federal tax status before or during the period in which the grant funds are being spent.
5. Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Foundation, such action is necessary to comply with the law.
6. Any portion of the grant funds not used in accordance with these terms and conditions, or in agreement with the original grant application, must be repaid to the Foundation. No funds from this grant will be used to support propaganda, influence legislation or the outcome of any specific public election, or to support voter registration activities.
7. Grant funds must be requested and used within one year from the date of award or the grant is null and void.

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

Very truly yours,

Margaret Kluttz
Chairman of the Board

<https://blanchejulianrobertsonfamilyfoundation.communityforce.com>

The contents of this email are intended for the named addressee(s) only. It contains information that may be confidential. If you received this email in error please email Application Administrator immediately and then kindly delete it. Unless you are the named addressee or an authorized designee, you may not use, copy or reproduce this email in any form or disclose it to another party.

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: Sam Hodges, Community Development Manager, Relay for Life
DATE: April 9, 2019
SUBJECT: Proclamation for Relay for Life

ATTACHMENTS:

Description

Proclamation

Upload Date

4/9/2019

Type

Cover Memo



Proclamation for Relay for Life

WHEREAS, Relay For Life is the signature activity of the American Cancer Society and celebrates cancer survivors and caregivers, remembers those lost to the disease, and empowers individuals and communities to fight back against cancer; *and*

WHEREAS, the color purple is the signature color of the American Cancer Society's Relay For Life events signifying the passion that cancer survivors, their families and loved ones feel for the eradication of this disease; *and*

WHEREAS, Relay For Life events financially benefit the American Cancer Society's research and patient support programs, and educationally benefits our local citizens.

NOW, THEREFORE, BE IT PROCLAIMED that the Rowan County Board of Commissioners hereby supports the **Rowan County Relay For Life** event scheduled for Friday, May 3, 2019 at the West End Plaza; *and*

BE IT FUTHER PROCLAIMED that the Board encourages citizens to participate in Relay For Life events to help in the battle for less cancer and more birthdays – to help people stay well, to help people get well, and to aid in finding cures for cancer.

This the 15th day of April, 2019.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

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: Scott Shelton
DATE: April 4, 2019
SUBJECT: Public Hearing & Executive Summary Presentation - Project Special

The Rowan EDC will present an Economic Impact Analysis for the potential expansion of Project Special in Rowan County.

The proposed project would represent approximately \$18 million of new investment in Rowan County through new construction, improvements to their existing facility and placement of new equipment. The proposed project would also create 35 new jobs by the end of 2020. The average salary for these new jobs would be in excess of \$41,000 per year.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary - Project Special	4/4/2019	Cover Memo
Proposed Incentive Agreement	4/4/2019	Cover Memo

April 3, 2019



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED EXPANSION OF PROJECT
SPECIAL IN ROWAN COUNTY



Submitted by:
The Rowan EDC

April 3, 2019

The Honorable Gregory C. Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Re: Summary of Proposed Expansion of Project Special in Rowan County, NC

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Commission, please allow me to present to you this summary of the proposed expansion of Project Special in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project, and is designed to provide you the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather as much information as possible regarding the potential impacts this project could have on our County and its citizens. In order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company representatives from Project Special, we would like to thank:

- Melanie O'Connell-Underwood, Regional Industry Manager, Economic Development Partnership of NC
- Tammy Whaley, Economic Development Manager, Duke Energy
- Troy Akers, Industrial Development Manager, Norfolk Southern
- Alesia Burris, Account Manager – Customized Training, Rowan-Cabarrus Community College

In the preparation of this document, we have strived to utilize factual data and realistic projections using the best information available. It is our intent that this document serve as a resource as you deliberate potential actions.

Please do not hesitate to contact our offices with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,



Scott Shelton
Vice President

Contents

1. Project Description
2. Regulatory Approval Process
3. Requested Assistance
4. Model of County Revenue – 10-Year Horizon
5. Closing
6. Draft Incentive Agreement

1. Project Description

About The Company

The company behind Project Special is an advanced manufacturer that has been a valued employer in Rowan County for years. The company has an international presence and currently employs a large number of people in our community.

Proposed Project

Project Special's parent company is considering an expansion and investment in new equipment that will allow it to bring new and improved products to market and increase their competitiveness worldwide.

Project Special's facility in Rowan County is under consideration for this new investment, along with other company facilities in Texas and in Europe.

If our community were chosen, the company would add 35 new jobs by the end of 2020. These new jobs would pay an average annual salary in excess of \$41,000, with benefits.

The company would also invest approximately \$18 million dollars into the chosen location through new construction, improvements to the existing facility and major equipment upgrades. The majority of these improvements would be completed by the end of 2020.

2. Regulatory Approval Process

Zoned appropriately for their current use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with local planning officials and the Rowan County Building Inspections Department to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a portion of the property tax will be returned as a grant. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be returned as a grant:

<i>Grant Category</i>	<i>Minimum Taxable Investment Required</i>	<i>Percentage of Paid Taxes Returned as a Grant</i>
Level 1 Grant	\$5 million dollars	75%
Level 2 Grant	\$50 million dollars	80%
Level 3 Grant	\$100 million dollars	85%

The company is requesting a Level 1 Grant under this program for the amount and duration adopted in the policy. In order to illustrate the revenue impact of this potential project on Rowan County, we have projected revenue returns over a 10-year period. These projections are provided below in Section 4.

Approval of this incentive request would be consistent with the County's longstanding goal of providing assistance to existing industry. We respectfully request that the Board of Commissioners consider approving their request based on the potential impact on our community from the project. A "Draft" copy of the proposed Incentive Agreement is attached.

4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, Project Special would begin installing new equipment in 2019. The majority of new construction, and infrastructure improvements will be complete by December 31, 2020. Additional equipment installations would occur through 2024. The overall investment timeline is based on information provided to the Rowan EDC by the company.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6625
- \$18 million of new equipment and construction occurs prior to December 31, 2020
- The project is complete by December 31, 2020

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcomes are projected:

- During the five incentivized years, Rowan County would collect \$516,750 in revenue and provide incentive grants totaling \$387,563. The County would retain \$129,187 of revenue during the incentive term.
- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$1,113,000 disburse a \$387,563 grant and retain an estimated \$725,437 of new revenue.

Project Special:

<i>(Primary Construction Completed by December 31, 2020)</i>		FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Calendar Year		2019	2020	2021	2022	2023
Total Capital Investment	Total planned amount of Expansion project	\$0	\$12,000,000	\$14,000,000	\$16,000,000	\$18,000,000
County Tax Rate	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate	\$0	\$79,500	\$92,750	\$106,000	\$119,250
Expansion Grant %	75% for 5 years. Paid in FY 2022 - 2026		75%	75%	75%	75%
Expansion Grant %	County Tax Revenue times Expansion Grant	\$0	\$59,625	\$69,563	\$79,500	\$89,438
County Net Revenue	County Tax Revenue minus Expansion Grant	\$0	\$19,875	\$23,188	\$26,500	\$29,813

FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	10 Year Sum.
2024	2025	2026	2027	2028	2029	
\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$119,250	\$119,250	\$119,250	\$119,250	\$119,250	\$119,250	\$1,113,000
75%						
\$89,438	\$0	\$0	\$0	\$0	\$0	\$387,563
\$29,813	\$119,250	\$119,250	\$119,250	\$119,250	\$119,250	\$725,438

5. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Special would create a total of 35 new full time jobs as well as add \$18 million dollars to the County's tax base. The project would also generate approximately \$119,250 of annual tax revenue for the County after the incentive period concludes.

On behalf of the staff of your Economic Development Commission, we look forward to providing you any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

6. Draft Incentive Agreement

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and "Project Special" and its wholly owned subsidiary, _____, (hereinafter jointly referred to as the "Company").

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the "Project"), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that the property located at _____, Salisbury, North Carolina (the "Property"), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$18 million dollars will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

ARTICLE I
COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its "Relocation and Expansion Assistance Program", as hereinafter described, with respect to the Company's development of the Property and other related expenses as follows:

- 1) The "Relocation and Expansion Assistance Program" will be provided as a "Relocation and Expansion Incentive Grant" ("Grant") to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property ("Facility").
- 2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

- i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
- ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2019, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the “New Real Property Value” for the applicable Property.

b) Personal Property Valuation.

- i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.
- ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2019. The annual result of this computation shall be defined as the “New Personal Property Value” for the applicable Property.

c) County Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the “New Property Value” of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.

d) Grant Amount Determination. Multiply the property taxes applicable to the New Property Value for each applicable Property by 75% (0.75).

- 3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company’s full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Seventy-Five Percent (75%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.
- 4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to begin investing in 2019 and substantially complete the Project by December 31, 2020. Additional investments are expected to follow in 2021, 2022, 2023 and 2024.
- 2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2020, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2021. If the Facility is not complete by January 1, 2020, the Grant shall be based on the percentage complete and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2020.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
EMPLOYMENT

- 1) The Company projects that it will create 35 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2020, the Company shall employ 110 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 21-22	35
FY 22-23	35
FY 23-24	35
FY 24-25	35
FY 25-26	35

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2021, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing

a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.

- 4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.
- 5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV

TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE

- 1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.
- 2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.
- 3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.
- 4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

ARTICLE V

RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

As further consideration for the granting of certain relocation and assistance grants to the Company by the County, the Company further agrees that it shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company agrees as follows:

- 1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and

- 2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the County, as applicable, as of the date of this Agreement that:

- 1) Standing. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.
- 2) Authority. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) No Violations. This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) No Conflicts. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.
- 6) Certifications. The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

The County represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

- 1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.

- 2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.
- 3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.
- 4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).
- 5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

ARTICLE VIII GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.
- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed

Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To County: Rowan County Manager
 130 West Innes Street
 Salisbury, NC 28144
 Phone: (704) 216-8180
 Facsimile: (704) 216-8195

With Copy (which does not constitute notice to):
 Rowan County Attorney
 130 West Innes Street
 Salisbury, NC 28144
 Phone: (704) 216-8198
 Facsimile: (704) 216-8195

To Company: Name and Contact Information

To Company Regarding Payment of Grant, also include:
 Contact for the Grants

With Copy (which does not constitute notice to):
 If requested by the Company

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

(Company Name)

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Carolyn Barger
Clerk to the Board of Commissioners

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

Leslie Heidrick
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Dees II
County Attorney

ATTACHMENT I

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

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: Chaplain Michael Taylor
DATE: April 8, 2019
SUBJECT: Proclamation for Law Enforcement Week

ATTACHMENTS:

Description

Proclamation

Upload Date

4/8/2019

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

Rowan County Board of Commissioners

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

PROCLAMATION **LAW ENFORCEMENT WEEK**

WHEREAS, in 1962, President John F. Kennedy signed a Presidential Proclamation that set aside May 15th as National Peace Officers' Memorial Day and the week of May 13-19 as National Police Week; *and*

WHEREAS, the members of all the law enforcements agencies in Rowan County play an essential role in safeguarding the rights and freedoms of all our citizens; *and*

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agencies; *and*

WHEREAS, members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; *and*

WHEREAS, law enforcement officers, past and present, have faithfully and loyally rendered a dedicated service to this County and have established for themselves an enviable and enduring reputation to preserving the rights and security of all citizens.

THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby proclaim May 12-18, 2019 as **LAW ENFORCEMENT WEEK**.

NOW, THEREFORE BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners calls upon all citizens of Rowan County to observe May 15, 2019 as **PEACE OFFICERS' MEMORIAL DAY** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

This the 15th day of April 2019.

Gregory C. Edds, Chairman
Rowan County Commissioners

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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: Chaplain Michael Taylor
DATE: April 8, 2019
SUBJECT: Proclamation To Establish May as Shield-A-Badge With Prayer Awareness Month

ATTACHMENTS:

Description

Proclamation

Upload Date

4/8/2019

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

Rowan County Board of Commissioners

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

PROCLAMATION TO ESTABLISH MAY AS SHIELD-A-BADGE WITH PRAYER AWARENESS MONTH

WHEREAS, the *Shield-A-Badge With Prayer* program works to affirm the commitment of Rowan County Law Enforcement Officers and encourages citizen awareness and appreciation for these officers; *and*

WHEREAS, the program invites citizens to commit to pray for an officer every day for one year and to send birthday cards and notes of thanks to these officers; *and*

WHEREAS, through the generosity of individuals, businesses and churches that have donated services and fundraisers, 10,000 Bibles, 3,700 Shield-A-Badge Bible Promise Books and 11,000 New Testaments have been purchased to be given away; *and*

WHEREAS, the *Shield-A-Badge With Prayer* program began in 1995 in Rowan County, by Chaplain Michael Taylor and has begun to expand statewide, reaching out to other counties, municipalities, colleges, hospitals, correctional facilities, 911 communicators, probations officers, animal control officers, state highway patrol troopers, fire departments, Clerk of Court employees, magistrates, judges, District Attorney's Office, County Commissioners, sheriffs, and attorneys; *and*

WHEREAS, through the dedication and travels of Chaplain Taylor, counties from across the state are receiving encouragement and training for chaplains.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby establish the month of May as

Shield-A-Badge With Prayer Awareness Month.

This the 15th day of April 2019.

Gregory C. Edds, Chairman
Rowan County Commissioners

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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: April 4, 2019
SUBJECT: Inmate Healthcare Services Provider

Please see the attached information.

Please approve the attached recommendation for a new Inmate Healthcare Services Provider at the Rowan County Detention Center for fiscal years 2020 - 2022.

ATTACHMENTS:

Description	Upload Date	Type
Inmate Healthcare Services Provider	4/8/2019	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 Inmate Healthcare Services

DATE: April 5, 2019

After due advertisement, proposals to administer inmate healthcare services at the Rowan County Detention Center were received and opened by David Sifford, Purchasing Agent.

Proposals were received by the Finance Department from six vendors: VitalCore Health Strategies, Southern Health Partners, Mediko, Wellpath, Reserve Health and Correctional Medical Care. VitalCore Health Strategies submitted the lowest bid, but is considered non-responsive because it does not meet the minimum experience requirement. The second lowest bid of \$693,544 was submitted by Southern Health Partners, our current provider. The Sheriff's Office has requested that this company not be selected due to dissatisfaction with the current service provided. Mediko, Wellpath, Reserve Health and Correctional Medical Care submitted bids with first year costs of \$727,895, \$950,662, \$1,230,000 and \$1,701,715, respectively. Attached is a cost summary of the bids from Captain G.M. Hannold, Jail Administrator, explaining why the Sheriff's Office is requesting to contract with Mediko for inmate healthcare services. The complete bids are on file in the Purchasing Office.

Staff's Recommendation: It is the recommendation of the Sheriff's Office and the Finance Department that a three-year contract be awarded to Mediko to provide inmate healthcare services at the Rowan County Detention Center beginning July 1, 2019 at an estimated first year cost of \$727,895.



Wellpath –

- With mental health and Electronic record mgt. (ERMA)
- \$100,000 cost pool

1st year = Base = \$895,662

ERMA = \$55,000

MH add = \$240,650

Total = \$1,191,312 Total without MH = \$950,662 Adjusting for cost pool = \$920,662

2nd year = \$922,532

Total = \$1,188,182 Total without MH = \$947,532 Adjusting for cost pool = \$917,532

3rd year = \$950,208

Total = \$1,215,858 Total without MH = \$975,208 Adjusting for cost pool = \$945,208

Mediko –

- With Mental health (MH) and Electronic record mgt.
- \$70,000 cost pool

1st year = Total = \$774,727 Total without MH = \$727,895 No adjustment to cost pool

Southern Health Partners –

- With Mental health (MH) and Electronic Record mgt.
- \$70,000 cost pool

1st year = Total = \$723,144 Total without MH = \$693,544 No adjustment to cost pool

2nd year = Total = 743,172 Total without MH = \$713,572 No adjustment to cost pool

3rd year = Total = \$763,801 Total without MH = \$734,201 No adjustment to cost pool

Reserve health care –

- With Mental health (MH) and Elect. Record mgt.
- \$200,000 cost pool

1st year = Total = \$1,295,000 Total without MH = \$1,230,000 With adjustment to cost pool = \$1,160,000

Vital Core –

- With Mental Health (MH) and Elect. Record Mgt.
- \$68,000 cost pool

1st year = Total = \$672,531.52 Total without MH = \$602,531.52 With adjustment to cost pool = \$604,531.52

2nd year = Total = \$685,982.15 Total without MH = \$615,982.15 With adjustment to cost pool = \$617,982.15

3rd year = Total = \$699,701.79 Total without MH = \$629,701.79 With adjustment to cost pool = \$631,701.75

Correctional medical Care –

- With Mental Health (MH) and Elect. Record Mgt.
- \$300,000 cost pool (including prescriptions and Dental)

1st year = Total = \$1,701,715.00 No price for not including MH With adjustment to cost pool = \$1,471,715

Currently we pay \$1700 per month for mental health services which includes teleconference and mobile crisis. The contract price will be increasing by \$50 per month this year which will bring us to a total of \$1750 per month or \$21,000 per year. The bids have all proven to be considerably more costly for mental health services and seem to provide roughly the same services. This may be an option in the future when the service requires more attention or the cost increases enough to warrant a change. Therefore, I recommend we look at the bid prices for healthcare not including mental health services (highlighted in red).

We have bids ranging from \$602,531.52 - \$1,230,000 meeting this criteria. Because of the difference in the amount of "cost pool" money each company provided I adjusted the total cost (in yellow) to reflect

a \$70,000 cost pool amount which is what we are currently allowing. This number should probably increase due to the history of the facility using more than has been allotted. It should be noted that unless we negotiate a \$70,000 cost pool upon awarding of the contract the final prices would have to be adjusted back to their original number.

We are now comparing "Apples to Apples" as most of the other services provided appear to be roughly the same in the proposals. The following is a list in order from lowest to highest price.

1st year

~~**Vital Core** - \$604,531.52~~

Southern Health Partners - \$693,544

Mediko - \$727,895

Wellpath - \$920,662

~~**Reserve Health** - \$1,160,000~~

~~**Correctional Medical Care** - \$1,471,715~~

The next comparison is with the Electronic Records management system we asked for.

With **Southern Health Partners** they will pay for the basic equipment and annual monthly maintenance and hosting. Any integration needed and cost of any servers or other equipment will be the responsibility of RCSO. After dealing with this interfacing issue with other vendors it has become a cost of from \$25,000 to \$50,000 and an iffy task at best. One contract has been set back several months due to issues with this type of interface.

MediKo has offered to purchase an ERM system and supply it to us at cost included in the bid price. They will pay all costs of maintenance. The bid states it will interface with our current JMS/OSSI.

Wellpath is offering "ERMA" which is their proprietary ERM system. They will build the interface needed to interact with OSSI. Their bid says they have done over 100 of these. One issue is that if we ever change vendors they take their system with them leaving us the ability to see the information but no upgrades or maintenance.

~~SHP - \$693,544 + (\$25,000 - \$50,000) = (\$718,544 - \$743,544)~~

MediKo - \$727,895 + 0 = \$727,895

Wellpath - \$920,662 + 0 = \$920,662

With the information I have currently there seems to be unknown cost and possible extensive delay with implementation of the Southern Health Partners plan for electronic medical records.

The next comparison is with litigation. It appears both of the remaining companies have an exceptional track record for litigation having successfully defended litigation in the past. Wellpath appears to have quite a few more cases open than Mediko but they are a much larger company treating a larger amount of inmates. Mediko has never been found liable nor had a judgement issued against them. In 2017 Wellpath had 105 cases brought against them and 33 in 2018 at the time of this printing. It does not appear that either of them is affected by the litigation as far as providing care for inmates. Wellpath has been in business 30 years or more taking into consideration that Wellpath consists of several companies such as Correct Care Solutions, and Correctional Medical Care Group as well as others. Mediko has never acquired another company nor been acquired by another company and has been in business for 23 years.

In summary, after reviewing the proposals, I have come to a recommendation based on cost (including hidden costs as much as possible), availability and usefulness of the recommended Electronic Records Management systems and their long term value, history of litigation against the company and the outcomes/pending resolutions of those. I recommend we consider the proposing companies in the following order.

1st – MEDIKO

2nd – Wellpath

3rd – Southern Health Partners

If you have any questions please contact me

Capt. G.M.hannold

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: April 4, 2019
SUBJECT: Financial Report

Please see the attached graphs.

ATTACHMENTS:

Description

Graphs

Upload Date

4/9/2019

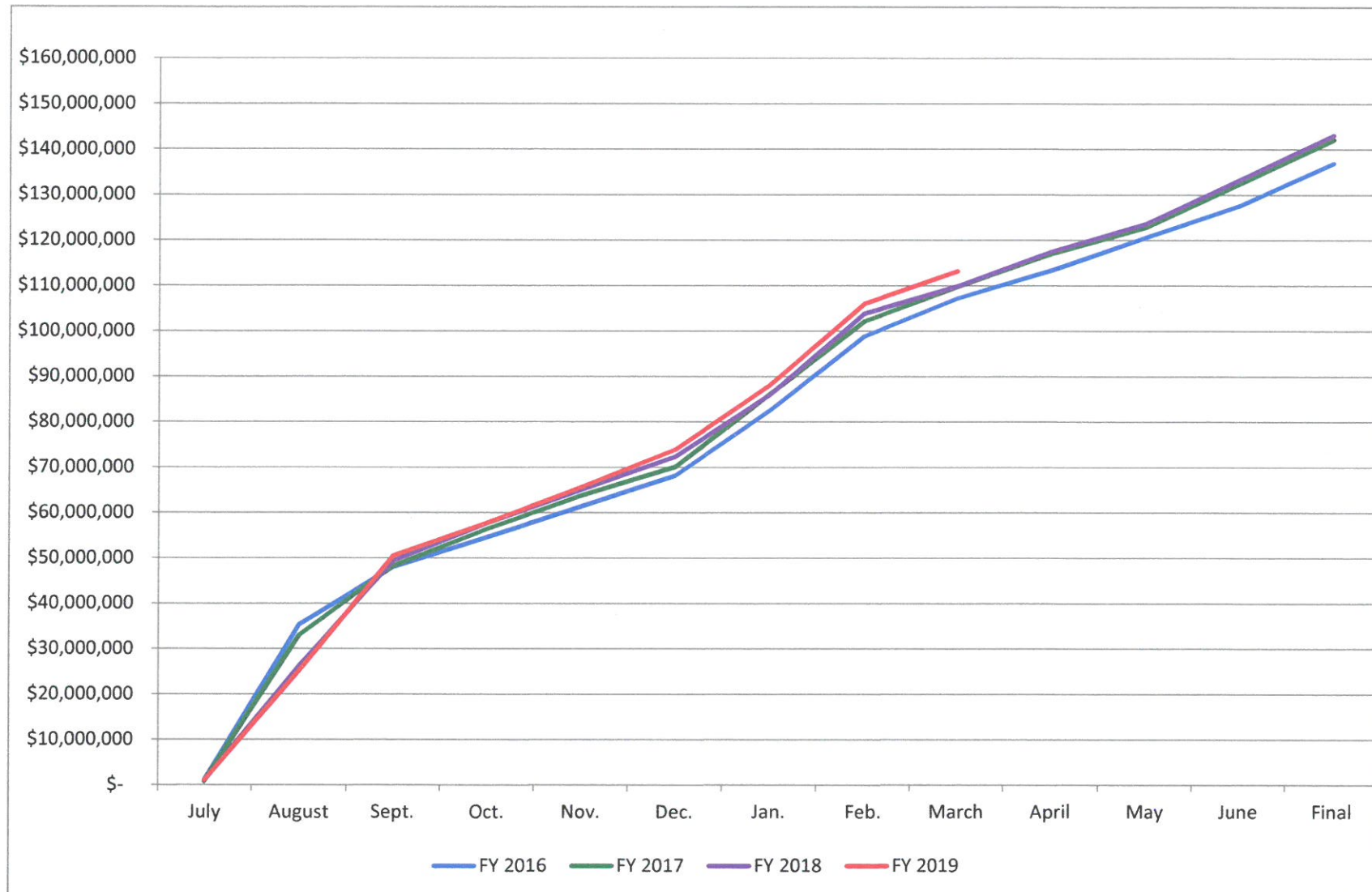
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019

ANNUAL CUMULATIVE REVENUE COMPARISONS

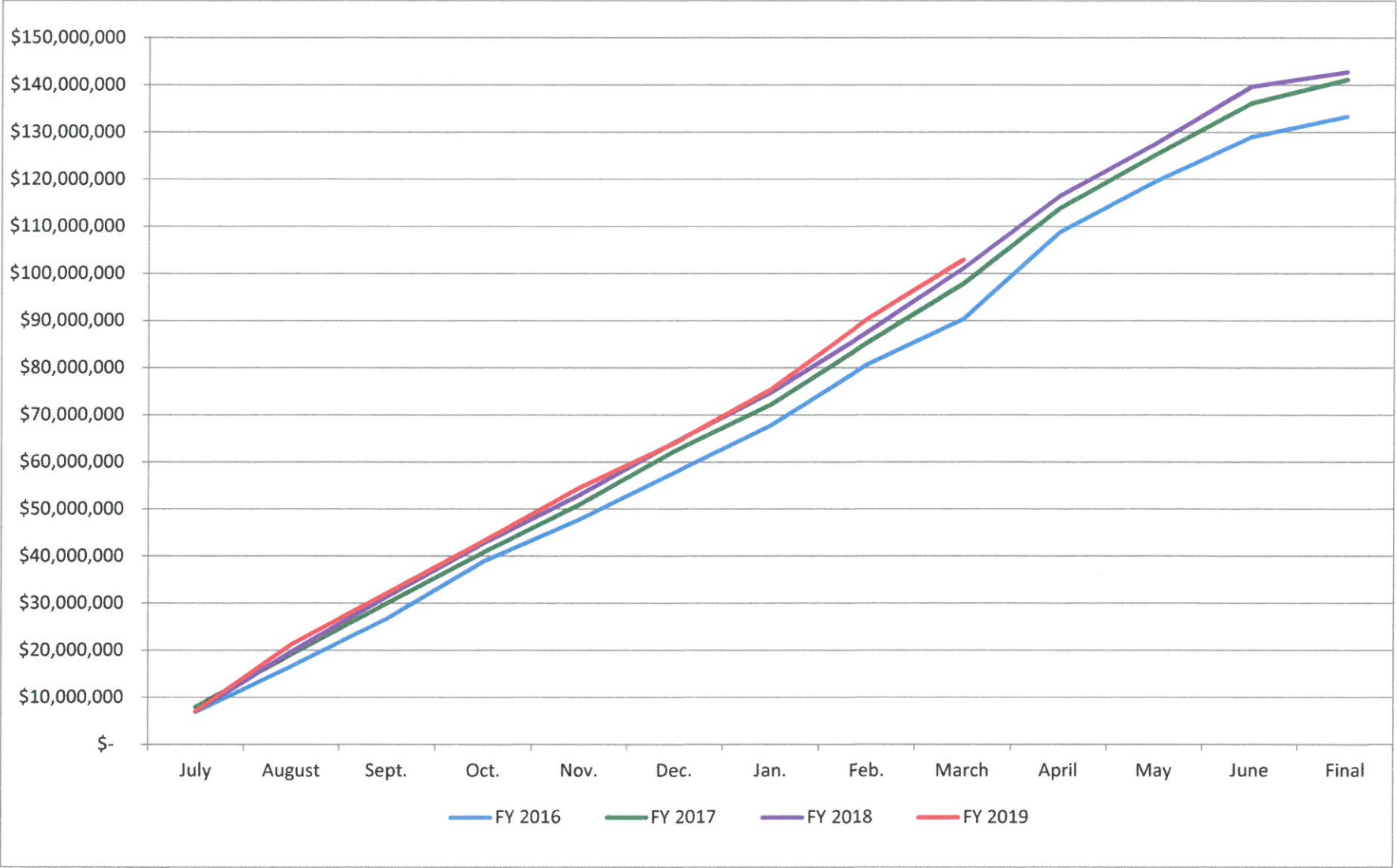
March	
2019	\$ 113,166,173
2018	\$ 109,858,642
2017	\$ 109,756,841
2016	\$ 107,214,140



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

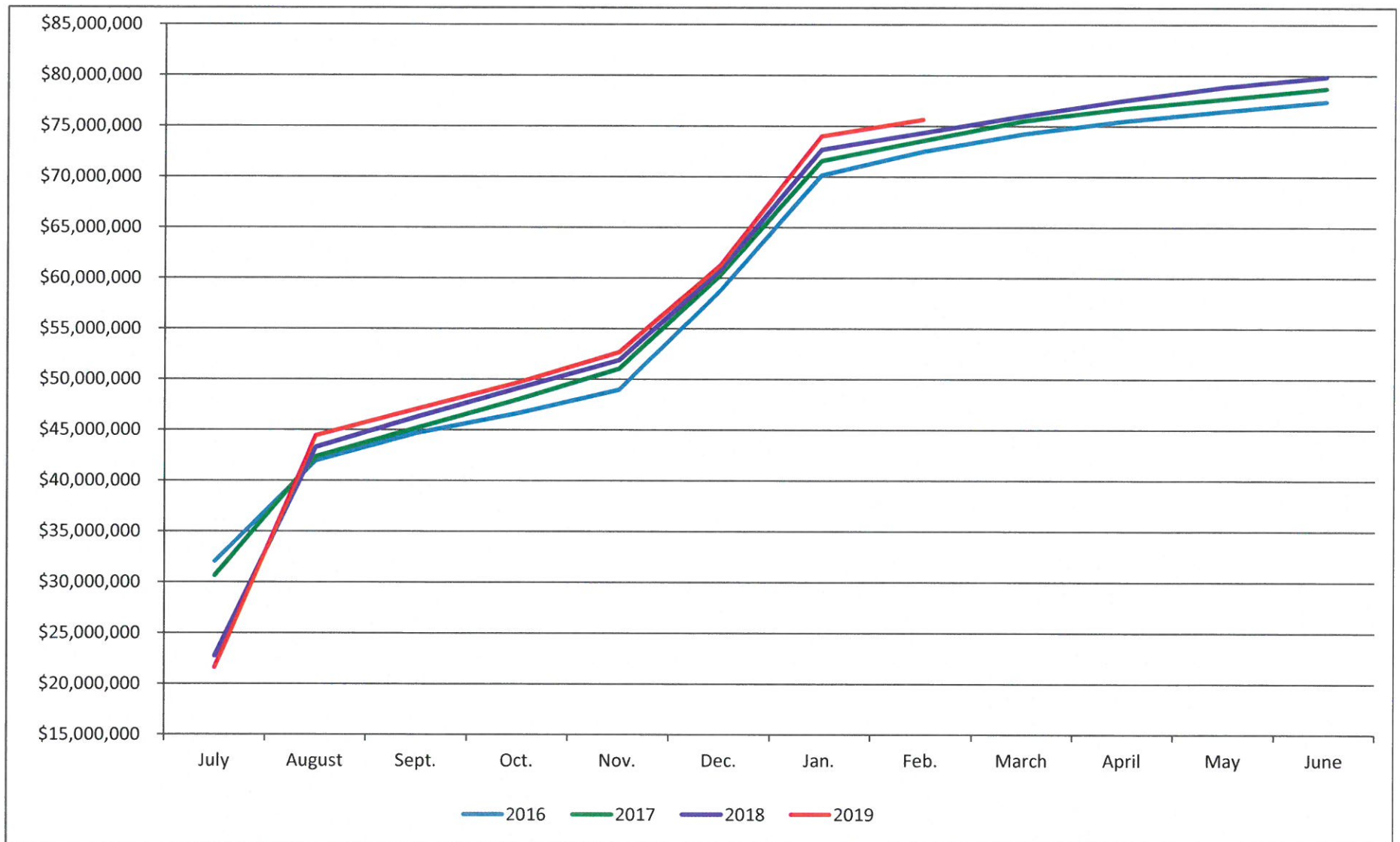
March	
2019	\$ 102,893,757
2018	\$ 101,080,230
2017	\$ 97,837,461
2016	\$ 90,310,250



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2016 - 2019

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

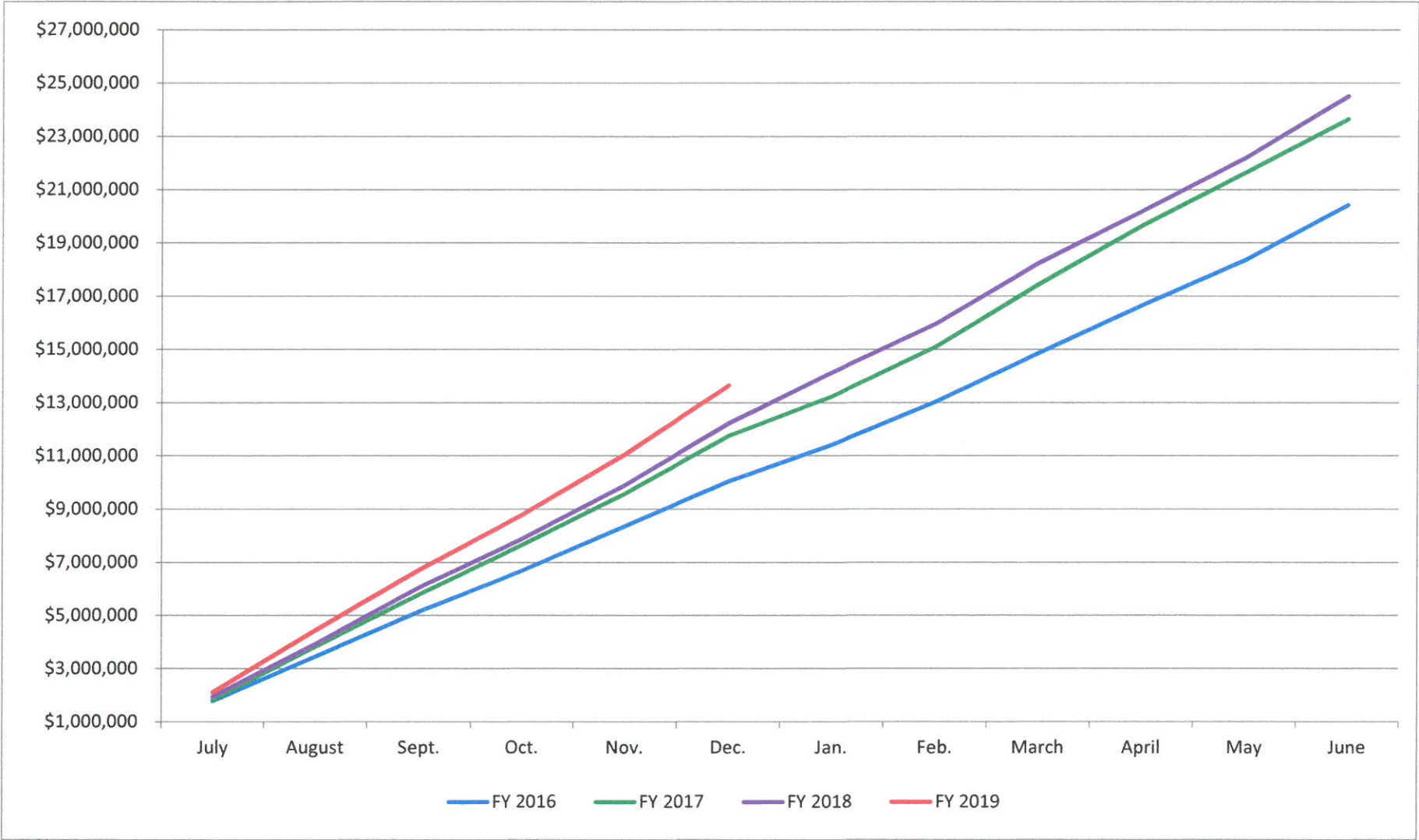
	February	
2019	\$	75,652,057
2018	\$	74,347,337
2017	\$	73,562,580
2016	\$	72,498,674



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019

ANNUAL CUMULATIVE SALES TAX COMPARISONS

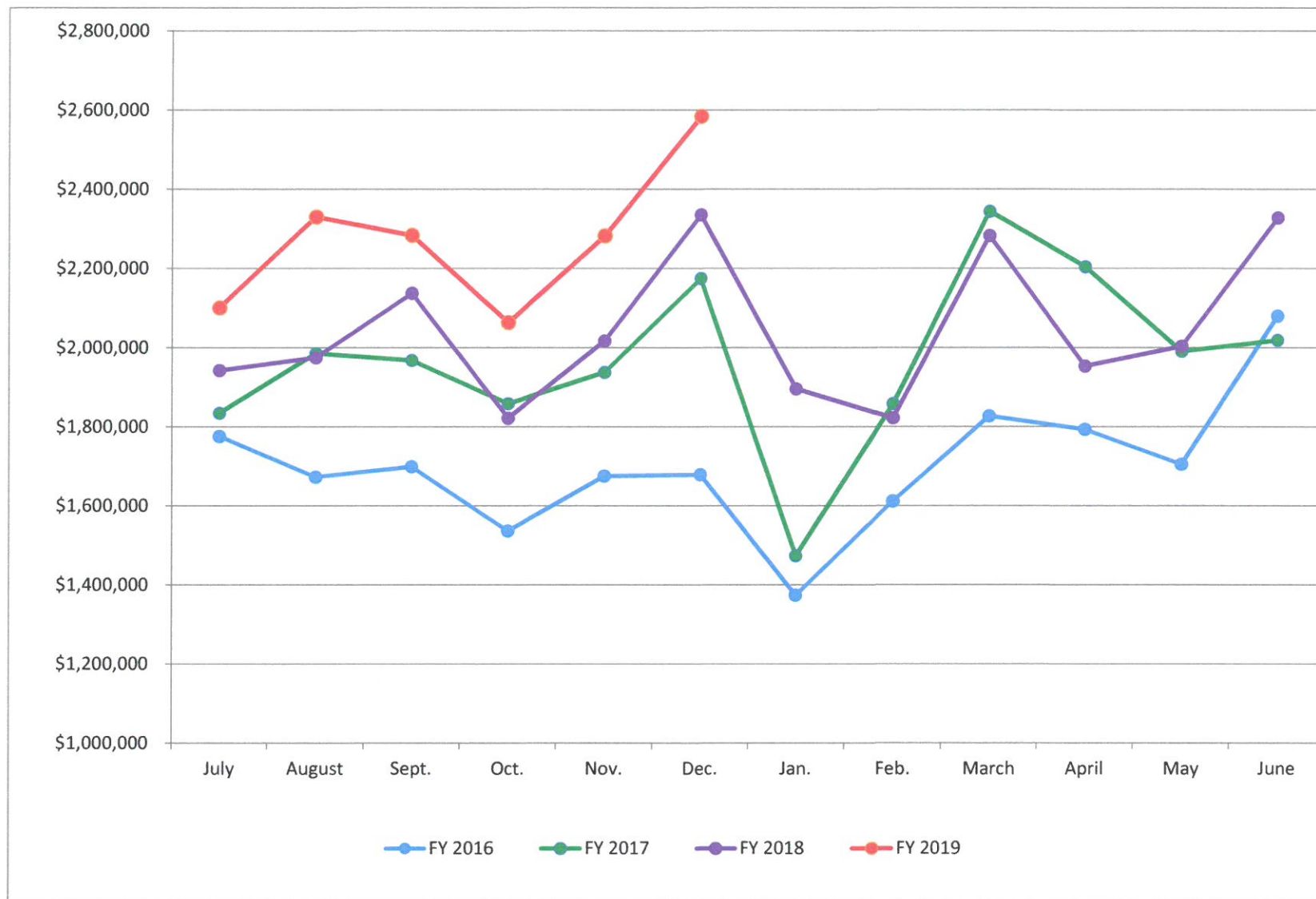
December		
2019	\$	13,645,515
2018	\$	12,229,240
2017	\$	11,759,325
2016	\$	10,038,671



**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019**

MONTHLY SALES TAX COMPARISONS

December	
2019	\$ 2,584,579
2018	\$ 2,335,684
2017	\$ 2,175,308
2016	\$ 1,679,183



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: April 4, 2019
SUBJECT: Budget Amendments

Please see the attached budget amendments.

Please approve the attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

4/9/2019

Type

Budget Amendment

To: Rowan County Board of Commissioners
From: Nina Oliver, Health Director, Mary Rachui, Nursing Supervisor
Date: March 7, 2019
Re: 101 Maternal Health Agreement Addendum Revision 2

Situation:

Rowan County Health Department was notified that additional funds would be added to the Maternal Health budget as of December 1, 2018.

Background:

Rowan County Health Department received a revision to the FY 18-19 Agreement Addendum from the Women's and Children's Health Branch restoring funds that were reduced in the FY 17-18 budget.

Assessment:

The increased amount of \$6,350 will be used in medical supplies to purchase additional supplies for under and uninsured prenatal patients.

Recommendations:

The health department requests Board of Health recommendation for approval of the revised maternal health budget from \$27,481 to \$33,831.

FY19 Activity: 101 Maternal Health

Supplement 1

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.994 Federal awd date: 05/07/18 Is award R&D? no FAIN: B04MC31506 Total amount of fed awd: \$ 13,099,354

CFDA name:	Maternal and Child Health Services Block Grant			Fed award project description: Maternal and Child Health Services			
				Fed awarding agency: DHHS, Health Resources and Services Administration	Federal award indirect cost rate: n/a	% %	
Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	\$9,776	\$9,776	Jackson	019728518	=	=
Albemarle	130537822	=	=	Johnston	097599104	\$12,541	\$12,541
Alexander	030495105	\$2,329	\$2,329	Jones	095116935	\$8,171	\$8,171
Anson	847163029	\$6,386	\$6,386	Lee	067439703	\$5,005	\$5,005
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	\$9,436	\$9,436	Lincoln	086869336	\$5,321	\$5,321
Bladen	084171628	=	=	Macon	070626825	\$7,105	\$7,105
Brunswick	091571349	\$6,310	\$6,310	Madison	831052873	\$5,528	\$5,528
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	\$2,650	\$2,650	Mecklenburg	074498353	=	=
Cabarrus	143408289	\$7,110	\$7,110	Montgomery	025384603	\$8,883	\$8,883
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	\$16,948	\$16,948
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	\$3,529	\$3,529	Onslow	172663270	\$20,000	\$20,000
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	\$1,058	\$1,058	Pamlico	097600456	\$700	\$700
Cleveland	879924850	\$8,727	\$8,727	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	\$755	\$755
Craven	091564294	\$12,397	\$12,397	Pitt	080889694	\$17,500	\$17,500
Cumberland	123914376	\$29,983	\$29,983	Randolph	027873132	=	=
Dare	082358631	\$2,238	\$2,238	Richmond	070621339	\$10,096	\$10,096
Davidson	077839744	\$19,450	\$19,450	Robeson	082367871	=	=
Davis	076526651	\$6,623	\$6,623	Rockingham	077847143	=	=
Duplin	095124798	=	=	Rowan	074494014	\$6,350	\$6,350
Durham	088564075	\$39,304	\$39,304	RPM	782359004	=	=
Edgecombe	093125375	\$5,000	\$5,000	Sampson	825573975	\$9,820	\$9,820
Forsyth	105316439	=	=	Scotland	091564146	\$5,763	\$5,763
Franklin	084168632	\$4,262	\$4,262	Stanly	131060829	=	=
Gaston	071062186	\$20,000	\$20,000	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	\$24,496	\$24,496	Swain	146437553	\$3,423	\$3,423
Greehe	091564591	\$1,904	\$1,904	Toe River	113345201	\$18,826	\$18,826
Guilford	071563613	\$80,895	\$80,895	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	\$15,217	\$15,217
Harnett	091565986	=	=	Wake	019625961	\$12,461	\$12,461
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	\$15,255	\$15,255
Hertford	627320971	=	=	Wilkes	067439950	=	=
Hoke	091563643	=	=	Wilson	075585695	\$10,000	\$10,000
Hyde	832526243	=	=	Yadkin	089910624	\$4,211	\$4,211
Iredell	074504507	=	=				

[illegible]

Date	Customer Reference	Bank Reference	Account	Description	Debit (-)	Credit (+)	Image
01/09/2019	1437250347	ACHCPALMETTO GBA	281171961 - OPERATING ACCT	PAR#: 29008001913567 TYPE: CCD SENDER: PALMETTO GBA SENDER ID: 9000000093 DESCRIPTION: HCCCLAIMPMT PAYEE: COUNTY OF ROWAN		\$4,277.80	
01/09/2019	15723	ACHCSHELL AVIATT	281171961 - OPERATING ACCT	PAR#: 29008002382174 TYPE: CCD SENDER: SHELL AVIATION SENDER ID: 9431583374 DESCRIPTION: SHELL AVI PAYEE: Rowan County Airport		\$2,545.28	
01/09/2019	4320289903	ACHCAMERICAN EXP	281171961 - OPERATING ACCT	PAR#: 29008001468040 TYPE: CCD SENDER: AMERICAN EXPRESS SENDER ID: 1134992250 DESCRIPTION: SETTLEMENT PAYEE: ROWAN CO 4320289903		\$2,727.86	
01/09/2019	566000351150400	ACHCDOJ-TREAS 3	281171961 - OPERATING ACCT	PAR#: 29009003216743 TYPE: CCD SENDER: DOJ TREAS 310 SENDER ID: 9101036151 DESCRIPTION: MISC PAYEE: ROWAN COUNTY OF		\$7,913.00	
01/09/2019	8003693606	ACHCMERCHANT SER	281171961 - OPERATING ACCT	PAR#: 29009003068628 TYPE: CCD SENDER: MERCHANT SERVICE SENDER ID: 1841010148 DESCRIPTION: MERCH DEP PAYEE: ENVIRONMENTAL HEALTH		\$450.00	
01/09/2019	8003693614	ACHCMERCHANT SER	281171961 - OPERATING ACCT	PAR#: 29008002382441 TYPE: CCD SENDER: MERCHANT SERVICE SENDER ID: 1841010148 DESCRIPTION: MERCH DEP PAYEE: ANIMAL CONTROL		\$80.00	
01/09/2019	8003693614	ACHCMERCHANT SER	281171961 - OPERATING ACCT	PAR#: 29008002382442 TYPE: CCD SENDER: MERCHANT SERVICE SENDER ID: 1841010148 DESCRIPTION: MERCH DEP PAYEE: ANIMAL CONTROL		\$587.00	
01/09/2019	8003710343	ACHCMERCHANT SER	281171961 - OPERATING ACCT	PAR#: 29009003068627 TYPE: CCD SENDER: MERCHANT SERVICE SENDER ID: 1841010148 DESCRIPTION: MERCH DEP PAYEE: PARKS AND RECREATION		\$6.00	
01/09/2019	8003710343	ACHCMERCHANT SER	281171961 - OPERATING ACCT	PAR#: 29009003068632 TYPE: CCD SENDER: MERCHANT SERVICE SENDER ID: 1841010148 DESCRIPTION: MERCH DEP PAYEE: PARKS AND RECREATION		\$1,597.00	
01/09/2019	8003710350	ACHCMERCHANT SER	281171961 - OPERATING ACCT	PAR#: 29008002382438 TYPE: CCD SENDER: MERCHANT SERVICE SENDER ID: 1841010148 DESCRIPTION: MERCH DEP PAYEE: ROWAN PUBLIC LIBRARY		\$11.10	

Items per page 10

1 2 3 4 5

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

The following expenditures and/or revenues are revised based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by: Kelly Johnson
Date: 4/3/2019

BUDGET INFORMATION:

[illegible]

Org code: 11453801 PUBLIC ASST ADMIN FEDERAL REV Type: R
Object code: 431055 LOW INCOME ENERGY ASSIS Status: A
Project code: Budgetary: Y

Fund 1010 GENERAL FUND
Function 51 HUMAN SERVICES
Sub Function 5140 DSS - PUBLIC ASSISTANCE
Department 5300 DSS ADMINISTRATION
Division 5314 ECONOMIC SERVICES
Program 5380 PUBLIC ASSISTANCE ADMIN
Activity 331 FEDERAL FUNDING
Type 4 REVENUES

Full description: LOW INCOME ENERGY ASSIS Short desc: LOWINC ENG
Reference Acct:

----- CURRENT YEAR MONTHLY AMOUNTS -----		
PER	ACTUAL	BUDGET
00	.00	.00
01	.00	-84,109.00
02	-10,716.43	.00
03	-11,113.70	.00
04	-5,540.27	.00
05	-6,317.70	.00
06	-9,792.55	.00
07	-23,193.41	.00
08	-34,259.33	.00
09	.00	.00
10	.00	.00
11	.00	.00
12	.00	.00
13	.00	.00
Tot:	-100,933.39	-84,109.00

----- CURRENT YEAR TOTAL AMOUNTS -----		
Actual (Memo)	-100,933.39	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	-100,933.39	Carry Fwd Budget
Available Budget	16,824.39	Carry Fwd Bud Tfr
Percent Used	120.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	-84,109.00	PRESENT
	.00	COMMISSION
		APPROVED

104,444.00 + Updated Funding
84,109.00 - Current Budget
20,335.00 * BIA needed.

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	-87,616.00
02	-607.03	.00	.00
03	-13,769.99	.00	.00
04	-5,501.88	.00	.00
05	-6,666.31	.00	.00
06	-10,688.91	.00	.00
07	-13,024.03	.00	.00
08	-25,852.37	.00	.00
09	-8,478.54	.00	1,493.00
10	-1,533.94	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	-3,510.61	.00	.00
Tot:	-89,633.61	.00	-86,123.00

PRIOR YEARS TOTAL AMOUNTS			
2018 Actual	-89,633.61	2018 Orig Budget	-87,616.00
2018 Closed @ YE	-89,633.61	2018 Bud Tfr In	.00
2018 Encumbrance	.00	2018 Bud Tfr Out	1,493.00
2018 Memo Bal	-89,633.61	2018 C Fwd Budget	.00
2017 Actual	-90,708.00	2018 Revsd Budget	-86,123.00
2016 Actual	-96,548.00		
2015 Actual	-103,565.00	2017 Orig Budget	-95,986.00
2014 Actual	-106,732.33	2017 Revsd Budget	-90,708.00
2013 Actual	-112,157.23	2016 Orig Budget	-97,539.00
2012 Actual	.00	2016 Revsd Budget	-97,539.00
2011 Actual	.00		
2010 Actual	.00	2018	0.00
2009 Actual	.00	2017	0.00
		2016	0.00

FUTURE YEAR AMOUNTS		
PER	2020 BUDGET	BUDGET
00	.00	.00
01	.00	.00
02	.00	.00
03	.00	.00
04	.00	.00
05	.00	.00
06	.00	.00
07	.00	.00
08	.00	.00
09	.00	.00
10	.00	.00
11	.00	.00
12	.00	.00
13	.00	.00
Tot:	.00	.00

ACCOUNT NOTES

LIEAP and CIP Administration cont.

AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	5,526.00	5,526.00	0.00	0.00	5,526.00	5,526.00
49	IREDELL	73,818.00	73,818.00	0.00	0.00	73,818.00	73,818.00
50	JACKSON	30,987.00	30,987.00	0.00	0.00	30,987.00	30,987.00
51	JOHNSTON	125,770.00	125,770.00	0.00	0.00	125,770.00	125,770.00
52	JONES	11,476.00	11,476.00	0.00	0.00	11,476.00	11,476.00
53	LEE	49,960.00	49,960.00	0.00	0.00	49,960.00	49,960.00
54	LENOIR	71,899.00	71,899.00	0.00	0.00	71,899.00	71,899.00
55	LINCOLN	46,974.00	46,974.00	0.00	0.00	46,974.00	46,974.00
56	MACON	24,845.00	24,845.00	0.00	0.00	24,845.00	24,845.00
57	MADISON	16,403.00	16,403.00	0.00	0.00	16,403.00	16,403.00
58	MARTIN	28,452.00	28,452.00	0.00	0.00	28,452.00	28,452.00
59	MCDOWELL	39,600.00	39,600.00	0.00	0.00	39,600.00	39,600.00
60	MECKLENBURG	606,001.00	606,001.00	0.00	0.00	606,001.00	606,001.00
61	MITCHELL	11,374.00	11,374.00	0.00	0.00	11,374.00	11,374.00
62	MONTGOMERY	23,648.00	23,648.00	0.00	0.00	23,648.00	23,648.00
63	MOORE	49,719.00	49,719.00	0.00	0.00	49,719.00	49,719.00
64	NASH	80,634.00	80,634.00	0.00	0.00	80,634.00	80,634.00
65	NEW HANOVER	153,122.00	153,122.00	0.00	0.00	153,122.00	153,122.00
66	NORTHAMPTON	26,707.00	26,707.00	0.00	0.00	26,707.00	26,707.00
67	ONslow	109,422.00	109,422.00	0.00	0.00	109,422.00	109,422.00
68	ORANGE	65,795.00	65,795.00	0.00	0.00	65,795.00	65,795.00
69	PAMLICO	9,809.00	9,809.00	0.00	0.00	9,809.00	9,809.00
70	PASQUOTANK	34,339.00	34,339.00	0.00	0.00	34,339.00	34,339.00
71	PENDER	44,320.00	44,320.00	0.00	0.00	44,320.00	44,320.00
72	PERQUIMANS	11,568.00	11,568.00	0.00	0.00	11,568.00	11,568.00
73	PERSON	30,937.00	30,937.00	0.00	0.00	30,937.00	30,937.00
74	PITT	169,829.00	169,829.00	0.00	0.00	169,829.00	169,829.00
75	POLK	12,228.00	12,228.00	0.00	0.00	12,228.00	12,228.00
76	RANDOLPH	97,463.00	97,463.00	0.00	0.00	97,463.00	97,463.00
77	RICHMOND	64,127.00	64,127.00	0.00	0.00	64,127.00	64,127.00
78	ROBESON	199,624.00	199,624.00	0.00	0.00	199,624.00	199,624.00
79	ROCKINGHAM	76,354.00	76,354.00	0.00	0.00	76,354.00	76,354.00
80	ROWAN	104,444.00	104,444.00	0.00	0.00	104,444.00	104,444.00
81	RUTHERFORD	58,951.00	58,951.00	0.00	0.00	58,951.00	58,951.00
82	SAMPSON	66,100.00	66,100.00	0.00	0.00	66,100.00	66,100.00
83	SCOTLAND	50,940.00	50,940.00	0.00	0.00	50,940.00	50,940.00
84	STANLY	38,096.00	38,096.00	0.00	0.00	38,096.00	38,096.00
85	STOKES	27,345.00	27,345.00	0.00	0.00	27,345.00	27,345.00
86	SURRY	58,203.00	58,203.00	0.00	0.00	58,203.00	58,203.00
87	SWAIN	10,475.00	10,475.00	0.00	0.00	10,475.00	10,475.00
88	TRANSYLVANIA	23,801.00	23,801.00	0.00	0.00	23,801.00	23,801.00
89	TYRRELL	4,879.00	4,879.00	0.00	0.00	4,879.00	4,879.00
90	UNION	90,783.00	90,783.00	0.00	0.00	90,783.00	90,783.00
91	VANCE	56,508.00	56,508.00	0.00	0.00	56,508.00	56,508.00
92	WAKE	409,946.00	409,946.00	0.00	0.00	409,946.00	409,946.00
93	WARREN	23,439.00	23,439.00	0.00	0.00	23,439.00	23,439.00
94	WASHINGTON	16,133.00	16,133.00	0.00	0.00	16,133.00	16,133.00
95	WATAUGA	35,340.00	35,340.00	0.00	0.00	35,340.00	35,340.00
96	WAYNE	126,438.00	126,438.00	0.00	0.00	126,438.00	126,438.00
97	WILKES	56,393.00	56,393.00	0.00	0.00	56,393.00	56,393.00
98	WILSON	83,302.00	83,302.00	0.00	0.00	83,302.00	83,302.00
99	YADKIN	23,089.00	23,089.00	0.00	0.00	23,089.00	23,089.00
100	YANCEY	15,618.00	15,618.00	0.00	0.00	15,618.00	15,618.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
Total		\$ 7,223,378.00	\$ 7,223,378.00	\$ -	\$ -	\$ 7,223,378.00	\$ 7,223,378.00

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget additional Airport fuel revenue and expense

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fuel Revenue	E	6344560-453045	40,000	
Fuel Expense	E	6354560-561056	40,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____✓_____		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: 4/01/19		Date: _____	Posted by: _____	
Signature: L. Heidrich		Signature:	Approved by: _____	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Donna F. Fayko, Director
DATE: April 8, 2019
SUBJECT: Community Child Protection Team Annual Report

Please find the 2018 Annual Report of the Rowan County Community Child Protection Team for your review and approval. It is submitted by Co-Chair Cynthia Dry.

We appreciate your continued support to educate our community and bring awareness to the issue of Child Abuse and Neglect.

ATTACHMENTS:

Description	Upload Date	Type
CCPT Annual Report 2018	4/8/2019	Cover Memo

**Rowan County Community Child Protection Team
Annual Report
2018**

I. Authority

Community Child Protection Teams (CCPT) were established as a way for state and local communities to form partnerships that strengthen child protection efforts. The teams were established in response to Executive Order 142 in May 1991. CCPT duties and responsibilities were adopted as North Carolina Administrative Code 411.0400. The original purpose and composition of the teams were further formalized and expanded by G.S.7B.1408, effective July 1, 1993.

II. Responsibilities and Purpose

Federal and State laws require that a citizen review panel be established to review certain cases receiving child welfare services. In North Carolina, the CCPT has been designated as the citizen review panel. The CCPT is an interdisciplinary group of community representatives who meet regularly to review child welfare cases. Case reviews are conducted to:

- Identify gaps and deficiencies in the community child protection system which impact the incidence of abuse, neglect, dependency, or child fatalities;
- Increase public awareness about conditions that have an impact on child protection within the community;
- Advocate for system changes by promoting collaboration among agencies in the creation or improvement of resources for children;
- Assist the DSS in the protection of children living in the family whose case is being reviewed;
- Inform the Board of Commissioners about actions needed to address gaps and deficiencies in services.

III. Members

Membership is mandated by law and includes but is not limited to the following:

- Community Representatives
- County Department of Social Services Director
- County Board of Social Services Member
- County Health Department Director
- Health Care Provider
- Local Community Action Agency Executive Director
- School Superintendent
- Attorney for the District Attorney's Office
- Guardian ad Litem Representative
- Law Enforcement Officer
- Mental Health Professional
- Parent Consumer

IV. Local Operational Procedures

A. Members and Attendees of the Rowan County CCPT/CFPT

- Cynthia Dry, Rowan DSS Child Welfare Attorney and CCPT Chair effective July 11, 2017
- Rhonda Williams, Novant Health Rowan Medical Center
- Jeff Morris, Community Representative and CCPT/CFPT Vice Chair
- Donna Fayko, Rowan DSS Director
- Lisa Berger, Rowan DSS Social Work Services Program Administrator
- Nina Oliver, Rowan Health Department Director and CFPT Chair
- Tykeisha Carter, Rowan Health Department (through October 2018)
- May Pa Lee, Rowan Health Department (as of November 1, 2018)
- Renee Bradshaw or representative, Family Crisis Council Representative
- Beth McKeithan, Terrie Hess House Child Advocacy Center Director
- Brandy Cook, District Attorney
- Lissa Pence, Guardian ad Litem
- Kevin Auten, Rowan County Sheriff
- King Jones or Tressy McLean-Hickey, Cardinal Innovations Healthcare MCO
- Victor Martin or Tiffany Clark, NCDPS/DJJ
- Amy Brown, Smart Start
- Carol Ann Houpe, Rowan-Salisbury School System
- Amy Wagoner, Rowan DSS
- Lennie Cooper, Emergency Medical Services

B. Meetings

The CCPT merged with the Child Fatality Prevention Team (CFPT) in 2015. The purpose was to streamline work as both teams had overlap in membership. By merging the two teams, a broader scope of addressing mutual concerns of both groups could be encompassed while reducing the number of meetings that members were required to attend. The frequency of meetings changed from quarterly to every other month.

In 2018, CCPT/CFPT meetings were held on a designated Tuesday of every odd month except September (5 meetings total), at 12:30 p.m. in the Stanback Room of the Rowan Public Library, 201 West Fisher Street, Salisbury, NC. For 2018, meetings were held on January 9, March 20, May 22, July 17, and November 20.

C. Review of Cases

Cases reviewed by the CCPT/CFPT are based on local need and include children deemed to be at higher risk of injury or death as a result of child abuse, neglect, or dependency and child fatalities occurring in the calendar year. Any team member may bring a case for review. Guidance for selecting cases for review includes:

- Substantiated cases of abuse, including sexual abuse;
- Cases of neglect, especially when referral is made by a medical provider;
- Cases in which DSS has substantiated two reports within a specific period, regardless of the type of report or referral source;

- Other cases where there are indications that a child has been impacted by a deficiency in community services or resources;
- Cases where there has been a child fatality.

Total Number of Cases Reviewed	Fatalities	Active Child Welfare Cases			Other Cases
30	28	2			0
For non-fatality cases give the number of cases reviewed in each category from January 1 through December 31, 2018		Abuse	Neglect	Dependency	Other
		0	2	0	0

D. Outcome of Reviews / Recommendations

CCPT/CFPT reviewed a total of 30 cases in 2018. The majority were child deaths due to:

- prenatal issues/perinatal conditions
- unique health conditions/illness (e.g. genetic disorders)
- substance abuse, domestic violence, motor vehicle accidents and co- sleeping/SIDS.

The needs identified through these case reviews included early recognition of opioid addictions, timely and effective substance abuse treatment services, evidence-based mental health services with proven outcomes, increased availability of inpatient substance abuse services and community based mental health services, preventive parenting education (including specifically the dangers of cigarette smoking, opioid use, and consumption of alcohol during pregnancy), and regular and early prenatal care.

Additional community concerns identified by the team during case reviews include teen drug abuse, the long term use of legal methadone and sub Oxone by clients while using opioids, and the possible lack of adequate regulation of methadone clinics.

The team recommends the following to community agencies and policy makers through the submission of the fatality reports to the Department of Health and Human Services:

- Formulation of a state committee to study the effectiveness of methadone / sub Oxone clinics and their regulations
- Enhanced community training on the dangers of drug and alcohol abuse to babies in utero
- Formulation of a local committee to study the need for drug detox and inpatient treatment facilities in Rowan County

E. Actions taken by CCPT/CFPT

- The team, through the voluntary participation of several team members, engaged with DHHS and the State Division of Social Services to conduct three Rowan County child fatality reviews. These reviews involved three separate two-day meetings with the State, held in February and March 2018, in which the entire CPS case record and all corresponding records from other agencies that touched the family in question were reviewed. A timeline for each child was created for the five years preceding the child's death. The nine life domains (family, social life, education/vocation, emotional/psychological, physical health, legal issues, cultural/ethnic, safe place to live, safety crisis) were reviewed. Interviews with persons significant to the case were conducted. Findings of fact and recommendations were made as to system issues in our community that could impact the safety and well-being of children.
- Member Tykeisha Carter attended the State Child Fatality System Review Summit in Raleigh on April 9 and 10 and reported back to the group regarding the content of the meeting.
- Member and Fatality Prevention Team Chair Nina Oliver organized and held a community opioid forum in Rowan County on May 15, 2018. 185 people attended the forum. The keynote speaker was Sam Quinones, the author of *Dreamland: The True Tale of America's Opiate Epidemic*. Twenty Nar can kits were distributed at the forum. The forum sparked great discussion on the need for detox facilities and additional substance abuse treatment facilities in Rowan County.

F. Identified areas of potential training for the community and/or team

- Correlation between trauma and opioid abuse
- Opioid crisis and Federal Response
- Human Trafficking
- Motor vehicle safety
- Operations and effectiveness of Methadone and Sub Oxone clinics
- Operations of the Medical Examiner's Office
- Prematurity and perinatal issues
- Child death scene investigations
- Child suicide prevention

V. Community Factors

Community factors that impact the well-being of children in Rowan County are:

- The Rowan Board of Commissioners annually proclaims April as Child Abuse Prevention Month.

- The *Rowan County Community Protocol for Child Abuse Prevention* is a living document that provides clear expectations of DSS, law enforcement, the Child Advocacy Center, the school system, the hospital, and all residents in making reports of child abuse and neglect. It further provides guidelines for conducting investigations of alleged child abuse and neglect and for collaboration between agencies. Roles and responsibilities of community agencies are identified. The *Community Protocol* is accessible to the community through the DSS website.
- Any changes to the *Community Protocol* are referred to the CCPT/CFPT for review and approval to assure there is close adherence to procedures and to maintain the integrity and spirit of collaboration set forth by the original protocol. Changes were made to the Protocol this year to incorporate new state policy regarding substance affected infants and the plan of safe care.
- There are regular meetings among community partners in which child protection is addressed. These meetings include (1) Quarterly meetings of the Law Enforcement Protocol Committee, (2) Bi-monthly meetings of the Community Child Protection and Fatality Prevention Team, (3) Rowan County System of Care Collaborative meetings, (4) Meetings between the Department of Juvenile Justice/Delinquency Prevention and DSS, (5) Multi-disciplinary team meetings at CAC, and (6) Annual meeting of DSS and Juvenile Court Judges.
- Training is provided by DSS to many organizations, the school system, law enforcement, hospital staff, and the general public related to recognizing and reporting abuse and neglect, accessing services that support families and children and Trauma 101.
- Prevent Child Abuse Rowan organizes community activities that bring the community's awareness to children who are abused and neglected.
- An annual Child Abuse Prevention event is held by Rowan DSS in April each year to raise awareness of child abuse prevention.

VI. Child Statistics for Rowan County

The estimated population for Rowan County in 2017 according to the United States Census Bureau was 140,644. Children make up approximately 25% of the population.

From January through December 2018, DSS received 2,750 child protective services reports and completed assessments on 2,014 cases. The majority of these reports alleged neglect of the victim children. An average of 122 children per month received in-home services (an increase of 37% over 2017) to address safety and risk factors while keeping the families together.

For calendar year 2018, there was an average of 158 children in DSS custody each month (an increase of 18% over 2017), with 231 total children served throughout the year, due to neglect, abuse, or dependency. The majority of those children were placed in family-like living situations. At any given time, approximately 30% were placed with relatives, 48% were in family foster homes, 18% were in

group settings, and 4% were in treatment, hospital, or detention settings. Rowan County had 26 licensed foster homes in the calendar year of 2018.

VII. Recommendations for the Rowan Board of Commissioners

The CCPT/CFPT requests that the Board of Commissioners:

- Provide on-going leadership efforts to prevent child abuse and neglect by urging local agency collaboration and support of the Community Protocol for Child Abuse Prevention and of the Multi-Disciplinary Team staffing at the Child Advocacy Center
- Appoint new members of the CCPT/CFPT for mandated member positions as vacancies occur and include at-large appointments to ensure that members of the community continue to be involved in the important work of protecting our children.
- Continue to issue a Proclamation declaring the month of April as Child Abuse Awareness month.
- Support the recommendation from the Rowan County Child Abuse Prevention Task Force, by consensus, that the annual meeting of the taskforce be held in conjunction with the Community Child Protection and Child Fatality Prevention Team meeting in March of each year. Annually, the Protocol will be reviewed and any changes to the document would be voted upon and signatures of involved agencies would be obtained.
- Encourage use of Evidence Based Practice models for agencies receiving county funding.
- Accept and approve this annual report presented in order to keep the Board informed of activities to date.