



ROWAN COUNTY COMMISSION AGENDA
May 4, 2020 - 3:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
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Or join by phone:
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Webinar ID: 939 7169 5927
Password: 05042020

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: March 30, 2020 and April 20, 2020

1 Consider Approval of Consent Agenda

- A. Blanche & Julian Robertson Family Foundation 2020 Grant Award
- B. Juvenile Crime Prevention (JCPC) FY 20-21 Funding Recommendation
- C. Family and Youth Services Bureau Grant
- D. Detention Center Food Service Contract
- E. Contract: CSS Environmental
- F. Airport Advisory Board Bylaw updates
- G. Proposed New Policy 9.20 Communicable Disease Policy

- H. Proposed Revision: 10.3 Emergency Leave, Hiring Freeze, Furlough, and Reduction in Force
- I. Talbert, Bright & Ellington Fee Estimate for Taxiway Rehabilitation Project
- J. Proposed New Policy 6.23 - New Employee Relocation Assistance
- K. Request for Public Hearing for 'Project Lake'
- L. Schedule Public Hearing for May 18, 2020 RE: 2020-21 HOME Action Plan

- 2 Public Comment Period
- 3 Public Hearing for Financing of Capital Projects
- 4 Proclamation - Shield-A-Badge With Prayer
- 5 Proclamation - Law Enforcement Week
- 6 Recommendation to Implement a Hiring Freeze
- 7 Budget Amendments
- 8 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: April 24, 2020
SUBJECT: Consider Approval of the Minutes: March 30, 2020 and April 20, 2020

ATTACHMENTS:

Description	Upload Date	Type
March 30, 2020 Minutes	4/24/2020	Cover Memo
April 20, 2020 Minutes	4/24/2020	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

MINUTES OF THE SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS March 30, 2020 – 3:00 PM

**PLEASE NOTE: DUE TO THE CORONAVIRUS PANDEMIC
THE MEETING WAS HELD BY REMOTE PARTICIPATION FOR THE BOARD OF
COMMISSIONERS, STAFF AND THE PUBLIC**

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Commissioners Participating:

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 also participated.

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

Chaplain Michael Taylor provided the Invocation via remote participation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a discussion requested by the County Manager for Designation of Essential Personnel in accordance with Section C.6 of Executive Order 121: Stay at Home Order and Strategic Direction for North Carolina in Response to COVID-19. The issue was added as agenda item #1a.

CONSIDER APPROVAL OF THE AGENDA

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

1. DISCUSSION REGARDING eFMLA AND FAMILIES FIRST SICK LEAVE ACT

Human Resources Director Kelly Natoli presented the information for The Families First Coronavirus Response Act (Act), which covered two (2) different temporary policies. Ms. Natoli explained that on March 18, 2020 the Act was passed and employers were required to come into compliance by April 1, 2020.

According to Ms. Natoli, there were two (2) components to the Act. One was the emergency paid sick leave (eSick) and the other was an expansion to the Family Medical Leave Act (FMLA) known as the Emergency Family Medical Leave Act (eFMLA). Ms. Natoli continued by explaining both were part of a response to the COVID-19 outbreak and the ability for employees to be able to stay home to take care of the illnesses of immediate family members, or themselves, if ordered to isolate or quarantine. There were also provisions for childcare concerning the closings of licensed childcare facilities, or elementary or secondary schools, that might result in employees needing to stay home to care for children.

Ms. Natoli said the first act, eSick, was effective immediately and applied to both fulltime and part-time employees. This eSick applied to employees who could not work or telework, due to either a quarantine or isolation order. Ms. Natoli highlighted the applicable reasons allowed under eSick and said the pay was proportional for fulltime employees. Ms. Natoli recommended paying fulltime employees at 100% for the majority of the reasons outlined although law did not require paying employees at 100% in every situation. Ms. Natoli also recommended part-time employees be paid at 100% coverage in certain situations, which were listed in agenda packet. Ms. Natoli said the provisions applied to the first ten (10) days. Ms. Natoli felt the intent was to encourage employees to stay home if they became ill so they would not have to worry about payment during that time period, as well as childcare.

Commissioner Greene asked if employees would be taxed on the payments. Ms. Natoli said the social security portion of the 2/3 pay was not applicable to either the employee or employer but other taxes did apply (state and federal).

Commissioner Klusman asked Ms. Natoli to review the length of time for the new temporary policy for eSick. Ms. Natoli said the law only covered employees for ten (10) days and would expire December 31, 2020. Ms. Natoli pointed out the majority of the County's employees would be covered for reasons as listed with the exception of item C under the Leave Rules in the agenda packet.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the eSick under the Families First Corona Virus Response Act for Rowan County passed unanimously.

1a. ADDITION

Designation of Essential Personnel in accordance with Section C.6 of Executive Order 121: Stay at Home Order and Strategic Direction for North Carolina in Response to COVID-19.

County Manager Aaron Church read a portion of Executive Order #121 issued March 27, 2020 as follows: Essential Governmental Operations means all services provided by the State or any municipality, township, county, political subdivision, board, commission or agency or government and needed to ensure the continuing operations of the government agencies or to provide for or support the health, safety and welfare of the public, and including contractors performing Essential Governmental Operations. Each government body shall determine its Essential Governmental Operations and identify employees and/or contractors necessary to the performance of those functions.

Mr. Church said he had email Norma Houston with the School of Government to ask if the Board could delegate to the County Manager what operations and employees are essential. Ms. Houston's reply was, "Yes, and arguably the Manager's statutory authority over control of employees already grants this authority. It may be wise for the Manager to consult with the Board in taking action under his or her own authority. If in doubt, the Board can grant a clear delegation of authority."

The second question Mr. Church had posed to Ms. Houston was, "Is there anything prohibiting the Board from stating, "All government operations are essentials and all permanent full-time and part-time benefited employees are essential"? Ms. Houston's reply was, "No. In my view, nothing in EO121 prohibits the Board from doing so. EO121 leaves to the determination of local officials what is and is not essential except for those governmental functions already deemed essential in the EO itself. If deemed essential in the EO, those functions must continue. If not deemed essential in the EO, the unit can make its own determination, including that all governmental functions/employees are essential and therefore must continue to perform their respective duties, services, and functions."

Chairman Edds said a lot of the discussion surrounding the issue was whether the Commissioners felt comfortable defining the parameters for each job function in the County, or, agreeing to give the County Manager the authority to act on the Board's behalf. Chairman Edds said with the Commissioners not knowing the inner workings of each department, it might be a good idea to delegate the authority to the County Manager.

Commissioner Greene noted the Board had just granted employees ten (10) days to take care someone sick and the County would have a lot of employees out. Commissioner Greene said the Board needed to give the County Manager the authority to move people around as necessary.

Commissioner Klusman agreed the County Manager should have the authority.

Commissioner Pierce asked how the policy would affect an employee if the employee was deemed non-essential personnel. Commissioner Pierce asked if the employee would get laid off. Mr. Church responded by saying Commissioner Pierce had asked a good question. Mr. Church said conversations had been held and the County would deem all operations essential including all fulltime and part-time benefitted employees. Mr. Church said the problem therein was with the employees who were temporary or part-time without benefits. Mr. Church said the County had a lot of part-time employees that did not receive benefits but were crucial to operations. Mr. Church said if it was left up to him, he would say all employees were essential.

At this point, Mr. Church yielded to Ms. Natoli to talk about the employees who were part-time without benefits that might possibly no longer have work to do to do and if there were no other duties for those employees. Ms. Natoli said if the position was part-time position we would not call it a layoff, it would be a furlough. Ms. Natoli said the employees would not necessarily be eligible for any payment under this law. Ms. Natoli noted the Board needed to go back to agenda item #1 because the Commissioners only discussed one (1) portion of the policy presented. Ms. Natoli said the part-time employees would need to contact the Employment Security System (ESC) to determine their eligibility for benefits.

Commissioner Pierce felt the Board should know before anyone was furloughed and whether they were eligible to receive unemployment benefits.

Ms. Natoli said additional legislation had been passed regarding the new stimulus package, which provided additional benefits. Ms. Natoli discussed what she felt was the intent behind the changes. Ms. Natoli said she was uncertain as to whether the Department of Labor had issued guidance on the changes.

Chairman Edds asked Mr. Church his thoughts on the issue of furloughs and asked if the County was talking about furloughing employees. Mr. Church said the only people who could potentially be furloughed were the employees who were not fulltime or part-time benefitted. Mr. Church provided an example of a department slowing down to the point the County would need to transfer some fulltime or part-time benefitted employees to other departments in order to give them enough work. In this example there may not be a need to keep the employees who were part-time and unbenefitted.

Commissioner Klusman expressed concern for the potential of increased clients at the Department of Social Services (DSS) and the Health Department during the pandemic. Commissioner Klusman asked if employees could be moved to these two (2) Departments to help with the caseload as opposed to being furloughed or laid off. Mr. Church said the County could certainly look into the request and that it would depend on the job.

Commissioner Caskey asked how many employees were being discussed in the total County workforce. Ms. Natoli said the County had approximately eighteen (18) part-time benefitted employees, less than two-hundred (200) part-time employees, and over eight-hundred (800) fulltime employees.

Commissioner Caskey asked if the two-hundred (200) were the employees being discussed (part-time and no benefits) and Ms. Natoli said correct. Ms. Natoli said the number was on the books but did not necessarily mean all two-hundred (200) employees were active employees.

Commissioner Caskey asked if a number of the employees were EMT's. Ms. Natoli said the County had a lot of part-time EMT's.

Commissioner Caskey asked how the policy would affect the Sheriff and his part-time employees and whether the Sheriff would have funds to put those employees in other places. Commissioner Caskey questioned whether Mr. Church could lay people off (or furlough) in the Sheriff's Department or whether that would be the Sheriff's responsibility. Mr. Church said if there were furloughs, it would not be across the board and would be considered by each department and after consulting with the director.

Commissioner Klusman said both DSS and the Health Department were considered essential and had part-time non-benefitted employees. Commissioner Klusman wanted to know if those employees would be furloughed. Mr. Church responded it would depend on the department director and the workload.

Ms. Heidrick said in DSS she did not see any part-time non-benefitted employees. In the Health Department, Ms. Heidrick said in the last two (2) years the County had spent approximately \$11,000 to \$12,000 for the year on part-time benefitted employees. Ms. Heidrick said the Health Department was not utilizing that type of position very often and Commissioner Klusman added, "as of yet."

Ms. Natoli asked Ms. Heidrick if DSS had temporary part-time employees. Ms. Heidrick said DSS had temporary but most of them were not paid as part-time and they were not considered part-time employees.

Commissioner Klusman asked if those employees were considered contract employees and Ms. Natoli said they might be hired through an agency.

Commissioner Klusman stated both departments had brought people in to help when the workload had been high. Using the example of DSS employees who respond to child abuse cases, Commissioner Klusman asked what would happen if three (3) of the four (4) workers came down with COVID-19 and whether the County had funds to help pay for these folks. Ms. Heidrick explained that services would continue and the DSS Director would look to bring in contract or temporary workers to help fill the void.

Chairman Edds said at this point on the agenda, the Board was trying to determine if the Commissioners wanted to understand every position in the County and determine which ones were essential, or, whether the Board would like to give that authority to the County Manager.

Commissioner Klusman said she understood and agreed with Chairman Edds and she made the motion to allow the County Manager to make those decisions. The motion was seconded by Commissioner Greene.

Commissioner Klusman expressed to Mr. Church that she did not want to see DSS or the Health Department become short-staffed. Commissioner Klusman stressed the employees of these two (2) departments were essential personnel and in thinking ahead, even more would be needed in the Health Department.

Chairman Edds said he understood Mr. Church to be saying all fulltime and part-time benefitted employees were considered essential. Chairman Edds said the question came in concerning the part-time non-benefitted employees.

Commissioner Pierce reiterated that he would like to get Ms. Natoli involved so the Board would be aware of what benefit packages were available to anyone furloughed. Ms. Natoli said she would need to do more research, especially with the new stimulus package.

Commissioner Caskey agreed the County Manager and department heads would be more informed about which employees were needed; however, Commissioner Caskey said his concern was he did not want the Commissioners to be able to use the policy as a crutch. Commissioner Caskey continued by saying the Commissioners should be involved if employees were to be furloughed. Commissioner Caskey said the decision was of great importance and if the County Manager came back and said the County needed to furlough two-hundred (200) people, he wanted the Board to be part of that process instead of leaving it to the County Manager.

Chairman Edds asked Mr. Church how the Board would account for the decision and Mr. Church said he did not know how he could tell the Board what the number of furloughs would be as of now.

Commissioner Caskey reiterated he did not want the Commissioners to give up all the responsibility and he wanted the Board to be part of the process if furloughs were to be made.

Commissioner Pierce suggested any furloughs be placed on the Consent Agenda in order to keep the Board informed and part of what was taking place. County Attorney Jay Dees said Mr. Church could certainly provide recommendations on the agenda but it might delay being able to implement a plan quickly. In conclusion, Mr. Dees said he

did understand the concerns of Commissioner Caskey and the Board played a role in making the decisions.

Ms. Natoli added that in looking at the new stimulus package, it did provide for unemployment for part-time employees and was an expansion of current unemployment benefits. Ms. Natoli said the package also provided for a \$600 payment per week to unemployed individuals called the Federal Pandemic Unemployment Compensation. Ms. Natoli said employees would receive the \$600 per week on top of State benefits that are allotted for unemployment.

In response to an inquiry from Commissioner Caskey, Ms. Natoli agreed it was possible that employees who were furloughed might make more money than if they were still employed with the County.

Mr. Church said if the County did end up furloughing employees by the end of the week, he could provide the Board with a list of positions that needed to be furloughed, or, if the Board preferred, he could wait until the next County Commission meeting.

Commissioner Caskey referred to the part-time unbenefited employees and asked if there would be weeks the County would inform them there was no work for them. Commissioner Caskey asked how the County would layoff or furlough a part-time or temporary employee. Mr. Church said there could be part-time people who had been working for the County a long time that did not work enough hours (999) to become benefitted.

Commissioner Caskey asked if the main benefit from the furlough would be to obtain the paperwork to take to the ESC to receive unemployment benefits. Mr. Church responded by providing examples of the types of cases the Board might see in furloughs.

Commissioner Pierce called the question and upon being put to a vote the motion on the floor passed unanimously.

Please note, at this point in the meeting, the Board reverted back to agenda item #1 to discuss the second portion of the new laws that had gone into effect.

Ms. Natoli said the second part of the Act was called the Emergency Family Medical Leave (eFMLA). Ms. Natoli said traditional family medical leave was only available to an employee who had worked for the equivalent of fulltime hours in a year. Ms. Natoli said eFMLA did not provide for payment but provided job protection. Ms. Natoli said the bill significantly expanded both protection and payment under the FMLA expansion for emergencies. This is a supplement to paid sick leave. The first ten (10) days of this particular Act are not paid to an employee and there is an unpaid waiting period. Employees must be able to utilize their leave time during the unpaid period. The bill provides for up to twelve (12) weeks of leave specifically for childcare. The facility must

be a licensed child care provider or secondary school that can no longer provide services due to the COVID-19 Pandemic. The employee has to be unable to work or telework in order to be able to receive the benefit. The employees must have been employed with the County for at least thirty (30) days before they would be eligible and applies to both fulltime and part-time employees. The Act provides for 2/3 of an employee's pay for up to twelve (12) weeks whether taken consecutively or taken intermittently. Ms. Natoli said for this particular Act, First Responders are exempted under the County's policy, as they are needed during this critical period.

Chairman Edds summarized Ms. Natoli's outline by stating if an employee had been with the County for a minimum of thirty (30) days and had children that were in a licensed childcare facility that was no longer available, the County would provide up to twelve (12) weeks of 2/3 pay with the first 10 days being excluded.

Ms. Natoli repeated the first ten (10) days were unpaid; however, the employees could use leave balances for those first ten (10) days. The remaining payment after the initial ten (10) days would be at 2/3 of the employee's pay for a maximum of twelve (12) weeks. Ms. Natoli added if the eFMLA was combined with the regular FMLA already being taken, that between the two (2) there was a limit to a maximum of twelve (12) weeks per calendar year (and not twenty-four [24] weeks).

Commissioner Pierce moved to approve eFMLA as presented. The motion was seconded by Commissioner Caskey and passed unanimously.

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:51 p.m. The motion was seconded by Chairman Edds and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

**MINUTES OF THE MEETING OF THE
ROWAN COUNTY BOARD OF COMMISSIONERS
April 20, 2020 – 6:00 PM**

**PLEASE NOTE: DUE TO THE CORONAVIRUS PANDEMIC
THE MEETING WAS HELD BY REMOTE PARTICIPATION FOR THE BOARD OF
COMMISSIONERS, STAFF AND THE PUBLIC**

.....

Commissioners Participating:

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 also participated.

Chairman Edds convened the meeting at 6:00 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

Chairman Edds removed agenda item #4 (Final Report of Development Review Evaluation – Matrix Consulting Group) from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the April 6, 2020 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Proclamation for Motorcycle Safety and Awareness Month
- B. Tax Refunds for Approval
- C. Set Public Hearing to Consider Financing for KCS and DNP Capital Projects

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens who had either called in or submitted an email request to address the Board via electronic means. With no one wishing to provide comments, Chairman Edds closed the Public Comment Period.

3. PUBLIC HEARING & SUMMARY PRESENTATION – EDC “PROJECT GAUGE”

Via remote participation, Scott Shelton, Vice President of the Economic Development Commission, presented the incentive request for Project Gauge (Project). Mr. Shelton said Company behind the Project sought to acquire an existing employer's facility in Rowan County. The Company planned to retain the forty (40) current employees at the facility, as well as create forty-six (46) new jobs over the next four (4) years. The Company estimated it would also invest approximately \$5.1 million in building improvements and new equipment. The Company was also considering a site in Ohio; however, Mr. Shelton said the Company liked the workforce available in Rowan County.

The Company and the Rowan EDC requested the Board consider awarding a “Level 1” tax incentive grant as a show of support for the Project. The company was also eligible for a similar grant from the City of Salisbury (City) but would likely wait until later in the summer to submit its request to the City. Delaying the request should allow the company to also become eligible for a Rural Building Reuse Grant from the State of North Carolina.

In closing, Mr. Shelton reviewed the projected revenue the Project would create.

In response to inquiries from Chairman Edds and Commissioner Klusman, Mr. Shelton said the average salary would be a little over \$44,000/year. The low end of the wages would be around \$39,000.

Mr. Shelton anticipated the Company would make its decision around mid-August.

Commissioner Greene questioned the number of manufacturing employees and Mr. Shelton said the vast majority of the jobs were in manufacturing.

Chairman Edds opened the public hearing to receive citizen input regarding the incentive request for Project Gauge. With no callers wishing to address the Board, and no one having submitted concerns via email, Chairman Edds closed the public hearing.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the incentive request for Project Gauge passed unanimously.

4. FINAL REPORT OF DEVELOPMENT REVIEW EVALUATION – MATRIX CONSULTING GROUP

This item was removed from the agenda at the beginning of the meeting.

5. FINANCIAL REPORTS

Assistant County Manager/Finance presented several financial graphs depicting the following information:

- Annual Cumulative Current Year Property Tax Comparisons as of February 2020 – \$83,265,803
- Annual Cumulative Sales Tax Comparisons as of December in FY '20 - \$14,088,022
- Annual Cumulative Revenue Comparisons as of March 2020 - \$121,878,760
- Annual Cumulative Expenditure Comparisons as of March 2020 - \$106,721,006

Commissioner Greene asked how much of the budget the County was anticipated to spend and Ms. Heidrick estimated 93% to 95% which she said was typical of Rowan County Government.

Commissioner Caskey wondered if citizens would spend more once the Governor's Executive Orders were lifted. Ms. Heidrick noted many people had been out of work as a result of the COVID-19 Pandemic and it would take awhile for the economy to recover.

6. CONSIDER APPROVAL OF BUDGET AMENDMENTS

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

- Sheriff – Recognize excess revenue in Federal Asset Forfeiture Funds Account (11444162-432033) and budget to the proper expense account - \$18,094
- Sheriff – Recognize excess revenue in State Asset Forfeiture Funds Account (11444165-435033) and budget to the proper expense account - \$14,750
- Social Services – Revised expenditures and/or revenues based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount received and may increase or decrease the original budget estimate - \$8,000

- Emergency Services – Transfer of funds from Miscellaneous Donations to Donation Expenditures \$200

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

7. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:26 p.m. The motion was seconded by Commissioner Greene 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: Donna F. Fayko, Director of Social Services
DATE: April 14, 2020
SUBJECT: Blanche & Julian Robertson Family Foundation 2020 Grant Award

Rowan County Department of Social Services and Rowan One Church One Child are seeking permission to accept The Blanche & Julian Robertson Family Foundation grant in the amount of \$5,000.00 in support of Protection First - New Beds and Car Seats for Abused and Neglected Kids in Rowan County.

No county match is required.

We appreciate your consideration of this request.

ATTACHMENTS:

Description	Upload Date	Type
Award Notice	4/14/2020	Cover Memo

From: Application Administrator[Do Not Reply] [<mailto:admin@communityforce.com>]
Sent: Friday, April 10, 2020 12:07 PM
To: Hunter, Jon
Subject: BJRFF 2020 Award Notification

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.

**PLEASE READ CAREFULLY - FUNDS WILL NOT BE DISBURSED
IF DIRECTIONS ARE NOT FOLLOWED CORRECTLY**

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 Protection First - New Beds and 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 2021, all Grant Status Reports must be turned in by December 31, 2020.
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,

Bret R. Busby
Chairman of the Board

<https://blanchejulianrobertsonfamilyfoundation.communityforce.com>

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Elizabeth Garcia, JCPC Administrator
DATE: 04/22/2020
SUBJECT: Juvenile Crime Prevention (JCPC) FY 20-21 Funding Recommendation

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	4/22/2020	Cover Memo
FY 20-21 Funding Worksheet	4/22/2020	Cover Memo

Memorandum

On Friday, April 17, 2020 the Funding/Allocations Committee (Committee), a subcommittee of the Juvenile Crime Prevention Council (JCPC), met virtually to discuss funding for FY 20-21 program applicants. During the meeting, program applicants were given the opportunity to review their respective programs and to answer questions from the Committee. At the conclusion of the presentations, the Committee was agreeable as to which programs should be recommended to the full JCPC for consideration.

The JCPC was provided with the minutes from the Committee's meeting and on Wednesday, April 22, 2020, the JCPC met virtually to discuss the recommendations. The JCPC agreed with the Committee's recommendations and voted unanimously to submit to the Board of County Commissioners (BOCC) for approval.

The JCPC respectfully requests approval of the Funding Worksheet attached. The Funding Plan will require signatures from the BOCC Chairman, JCPC Chair and County Finance Director.

Rowan County Worksheet FY 2020-2021
JCPC Funding Allocation Worksheet

Available Funds: \$ 413,591

Local Match Rate: 30%

#	PROGRAM	JCPC Funding for FY 2019-20	Recommendations				FINAL COMMITTEE RECOMMENDATION
			Requested Amount for FY 2020-21	Type of Service	#1	#2	
1	JCPC Administration	\$15,500	\$15,500	N/A	\$15,500		\$15,500
2	RCYSB - Teen Court	\$64,374	\$75,906	Teen Court	\$75,906		\$75,906
3	RCYSB - Sex Offender Evaluations and Treatment	\$8,316	\$7,898	Assessments	\$7,898		\$7,898
4				Sexual Offender Treatment			
5	RCYSB - Community Service/Restitution	\$79,886	\$73,785	Restitution / Community Service	\$73,785		\$73,785
6	RCYSB - Botvin Lifeskills	\$3,942	\$2,400	Interpersonal Skills	\$0		\$0
7	TYM - SHIFT Mentoring	\$48,000	\$59,797	Mentoring	\$48,000		\$48,000
8	TYM - Get Hired	\$55,099	\$59,794	Vocational Skills	\$55,099		\$55,099
9	Families First - Strengthening Families	\$30,678	\$87,267	Parent/Family Skills	\$60,911		\$60,911
10	Happy's Farm - Discovering Yourself	\$28,158	\$34,893	Interpersonal Skills	\$34,893		\$34,893
11	Aspire Youth & Family-Kids at Work!	\$41,599	\$51,774	Interpersonal Skills	\$41,599		\$41,599
12	YDI-Family Life Skills Academy	NEW	\$55,346	Parent/Family Skills	\$0		\$0
13	YDI-Afterschool Academy	NEW	\$63,072	Interpersonal Skills	\$0		\$0
14	DASH Mentoring Learning Comm.	NEW	\$51,060	Vocational Skills	\$0		\$0
	TOTALS	\$375,552	\$638,492		\$413,591	\$0	\$413,591

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: Nina Oliver, Public Health Director
DATE: 4-23-2020
SUBJECT: Family and Youth Services Bureau Grant

The Rowan County Health Department seeks funding for gaps in services to improve the health of all citizens. The federal grant opportunity from the Family and Youth Services Bureau will allow us to bring up to \$1.35 million over three years to help our youth, especially those at high risk of poor outcomes, achieve optimal health.

The RCHD respectfully requests the Board of Commissioners support the grant proposal to the Family and Youth Services Bureau for the SRAE grant program.

ATTACHMENTS:

Description	Upload Date	Type
Family and Youth Services Bureau Grant	4/23/2020	Cover Memo

SBAR-Q**To:** Rowan County Board of Commissioners**From:** Alyssa Smith, MPH, Community Health Manager**Date:** April 22, 2020**Re:** Administration of Children, Youth, and Families – Family and Youth Services Bureau – SRAE grant**Situation:**

The Rowan County Health Department seeks funding for gaps in services to improve the health of all citizens. The federal grant opportunity from the Family and Youth Services Bureau will allow us to bring up to \$1.35 million over three years to help our youth, especially those at high risk of poor outcomes, achieve optimal health. Youth in Rowan County are dealing with a multitude of issues including:

Increased substance use – tobacco and alcohol	Interpersonal violence
Gang activity	Increased teenage pregnancy rates
Lower graduation rates	Poor physical activity rates
Lower academic achievement	Increased sexually transmitted infections
Increased teen suicide and depression	Increased absenteeism and drop-out rates

Background:

Helping adolescents live healthy lives is a complex challenge that requires a comprehensive, multi-level approach with support from healthcare, non-profit, schools, and families working together to provide all the tools a child will need to be a successful citizen. The goals of SRAE are to empower participants to make healthy decisions and provide tools and resources to prevent youth engagement in risky behaviors. The grant aligns with Rowan County values as it promotes the benefits associated with self-regulation, success sequencing for poverty prevention, healthy relationships, goal setting, and resisting sexual coercion, avoiding sexual activity outside of marriage, preventing dating violence, and other youth risk behaviors, such as underage drinking or illicit drug use. The funding provides support for teachers for training and new curriculum. In addition, the funding allows us to focus on positive youth development activities and surrounding teens with support.

Assessment:

Programs will need to implement curricula and strategies with an evidence-based approach that aligns with our needs in Rowan County. RCHD staff will work closely with Rowan-Salisbury Schools, Prevent Child Abuse Rowan, Youth Substance Use Prevention Task Force, and Healthy Rowan coalition members to build the best safety net for youth. Programming will use the Parent-Child connectedness model and work to address social norms related to adolescent health, and put service learning into action for students. Our emphasis will be on building protective factors to help our future generations and citizens achieve optimal health mentally, physically, and socially.

Recommendation:

The RCHD respectfully requests the Board of Commissioners support the grant proposal to the Family and Youth Services Bureau for the SRAE grant program.

Questions?

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 24, 2020
SUBJECT: Detention Center Food Service Contract

Please see the attached information.

Please award a contract to Trinity Services Group for food service at the Rowan County Detention Center at costs of \$1.400, \$1.396 and \$1.424 for fiscal years 2021, 2022 and 2023, respectively, and approve the associated contract.

ATTACHMENTS:

Description	Upload Date	Type
Detention Center Food Service - Sheriff's Office Recommendation	4/24/2020	Cover Memo
BOC Memorandum - Detention Center Food Service	4/24/2020	Cover Memo

Food Service RFP for Rowan County Jail

4/24/2020

I have reviewed proposals for the food service received by David Sifford. These proposals were provided by Aramark, Trinity, Summit, and Skillet (Kimball's). The RFP set out specific guidelines for the companies to adhere to. There was a tour and question session available to them for clarification of our needs. There were also addendums that were sent with answers to their questions. The interested companies spanned from large and well established to small and relatively new to the industry.

During my review it appeared that all food safety, facility security, training, emergency plans, complaint procedures, and standards of quality were very comparable and none of them seemed any more extraordinary than any other one. The entire review came down to two significant differences. Cost and manpower were two of the factors which set them apart by slim margins. I looked at what actual service on a day to day basis we would get for our money. In addition to these two I looked at ease of transition, communication capabilities and convenience, as well as the serving procedure proposed by each company. Below I will describe my first and second choices for our Rowan County Jail contract. The proposal for Summit had no significant differences and only provided 15 – 20 more hours per week of on site employees. For very little difference the cost was significant. Their "per meal" price started at \$1.695 and went up with calorie count. After comparing their proposal to the others I stopped considering them and do not recommend our county hire them. After further review of Skillet Kitchen I stopped considering them as well due to several reasons and comparisons. Skillet's proposal only provided three employees for the entire operation for a total of 120 on site hours. I know from experience that this is not adequate for our operation. This lack of time on site will absolutely lead to short cuts in cleaning and maintenance of the kitchen. It will ultimately rely on our officers to complete incomplete or incorrect meals and to prepare meals after their employees have left the building. Their price was also higher than two of the other choices starting at \$1.429 per meal and going up. For these reasons, I believe we should not contract with them for their food service at this time.

Aramark and Trinity were very similar in both cost and on site employee time.

First Choice: Trinity Food Services

Trinity is our current vendor for inmate food service and they have been very responsive to our individual needs. They have been very convenient and easy to work with. The company is large enough to provide solutions to issues but not so large that they fail to provide individualized service to our jail. They have intimate knowledge of the main facility as well as the Annex facility. Their proposal provides for no less than 3 Trinity employees every day of the week totaling at least 200 hours. In the past they have been very willing to provide extra service at no cost to the county when necessary. Their initial cost per meal for the 2700 calorie diet is \$1.40 per meal. Trinity, however provides a projected slight discount on the price during the second year of the contract at \$1.396 and then in the third year it increases to \$1.424 per meal. With a projected cost of \$536,550 for the first year, \$550,303 for the

second year and \$576,933 in the third year. This indicates a discount in the second year of about \$.004 and an increase of \$.028 in the third year. Their proposed "bulk" delivery system is more beneficial as they will be able to provide meals closer to the correct temperature and more palatable than being "trayed" at the main then transported to the annex. This may seem unimportant but the negative affect of meals on inmate behavior is a large factor in officer time and safety. This proposal also provides that Trinity will purchase a new van for delivery of the bulk food to the Annex allowing the County to sell or otherwise dispose of the current van.

Second choice: Aramark

Aramark is a large company with varying opinions of their level of service. They have many contracts and methods for dealing with day to day issues. They would be a suitable replacement for the inmate food service and I believe we would be provided an adequate service. They have proposed an employee schedule that allows for 4 employees during the week for certain hours and three on the weekend days for certain hours. Their total of on site hours is approximately 210. However, their proposed "quitting time" is generally earlier than that of Trinity's proposal which will again lead to officers being required to prepare meals, detracting from their normal duties. The first year pricing is \$.004 lower than that of Trinity but increases the second year by \$.034 then again the third year by \$.035.

Again, either of these two will be an acceptable option. The Aramark proposal shows a cheaper total projected cost in the first year but a higher projected cost in the following two years of the contract. They are providing slightly more hours during the week on site however most of these hours in the first year will likely be learning this facility and trying to develop ways to work with our system and schedule. These proposed hours also are a shorter day than Trinity's proposal. Trinity already has the necessary systems and schedules in place and would allow for a very smooth transition into the new contract. My first choice is that our county remains with Trinity and signs this new contract. Thank you for your consideration.

Capt. G.M.Hannold

Jail Administrator

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
David Sifford, Purchasing Agent

RE: Approval of Contract for Food Service at the Rowan County Detention Center

DATE: April 24, 2020

After due advertisement, proposals for food service at the Rowan County Detention Center were received and opened by David Sifford, Purchasing Agent.

The Finance Department received proposals from four food service providers for a three-year service contract: Trinity Services Group, Aramark Correctional Services, Skillet Kitchen and Summit. Based on the pricing level for an average daily population of 360 inmates, the anticipated level from which the majority of the contract will be paid, Aramark Correctional Services submitted the lowest cost proposal for fiscal years 2021, 2022 and 2023 with a price of \$1.366, \$1.400 and \$1.435 per meal, respectively. This comes to an average of \$1.40 per meal. The next lowest cost proposal was from Trinity Services Group, our current provider, with pricing of \$1.400, \$1.396 and \$1.424 for each year. This comes to an average of \$1.406 per meal. Skillet Kitchen offered a first-year price of \$1.463 per meal and Summit offered a first-year price of \$1.695 per meal.

The Trinity Services Group proposal offers a better delivery system of meals to the Satellite Jail and longer staffing hours. This should provide a better meal for the inmates and keep detention officers from preparing meals, thus detracting from their normal duties. Trinity also proposes to purchase a new van for transporting meals to the Satellite Jail, which will allow the County to stop providing a van that is currently used for this purpose. The projected yearly cost of the Trinity proposal is \$536,550 for the first year, \$550,303 for the second year and \$576,933 in the third year. The current year budget is \$517,907.

Attached is the Trinity Services Group proposal and a memo from Captain Gregory Hannold, recommending that Trinity Services Group be chosen as the provider of Detention Center Food Services for fiscal years 2021, 2022, and 2023. The complete proposals 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 contract be awarded to Trinity Services Group to provide food service at the Rowan County Detention Center at a cost of \$1.400, \$1.396 and \$1.424 for fiscal years 2021, 2022 and 2023, respectively, and to approve the associated contract.

Equal Opportunity Employer



recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport and Transit Director
DATE: 3/6/2020
SUBJECT: Contract: CSS Environmental

CSS Environmental provides fence line, steep incline, and offsite mowing (ILS towers), debris removal and weed control. This contract is a renewal of the original scope of work, but adds additional services. The previous contract did not include scheduled off-site work, mowing to Airport Road, or mowing the steep incline. The initial fence line clearing totaled \$29,448. Previously, the monthly fence line mowing was the only item on the contract totaling \$11,000 (\$916.67 monthly) the new contract is \$21,300 (\$1,775.00 monthly).

Approve the contract for control process and signatures.

ATTACHMENTS:

Description	Upload Date	Type
Previous CSS Environmental Agreement for Services	3/9/2020	Backup Material
Proposed Contract for CSS_FY2021	4/27/2020	Exhibit
CSS Proposal	4/27/2020	Backup Material

AGREEMENT FOR SERVICES

THIS AGREEMENT for Services ("Agreement"), made and entered into this third day of April, 2017, by and between Rowan County ("County"), a body politic and corporate of the State of North Carolina, whose address is 130 West Innes Street, Salisbury, North Carolina 28144 and CCS - Environmental ("Contractor") whose address is 1016 Chickadee Lane, Woodleaf, NC 27054. The County and the Contractor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the County solicited proposals for the Services contracted for herein; and

WHEREAS, the Contractor has represented to the County that the Contractor possesses the requisite skill, experience and financial resource to provide the Services contracted for herein; and

WHEREAS, the County desires to procure the Services offered by the Contractor; and

WHEREAS, the Parties each desire to enter into an Agreement for the Services hereinafter described.

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

- 1) SCOPE OF SERVICE. The Contractor shall provide to the County the Services ("Services") set forth in the "Request for Bids for Landscaping and Grounds Maintenance Services" attached hereto as "Appendix 1" and the bid submitted by CCS - Environmental, attached hereto as "Appendix 2", which are both incorporated herein and made an integral part of this Agreement.
- 2) TERM. The Contractor shall commence providing the fence clearing services following execution of this Agreement and shall complete the provision of such services to the reasonable satisfaction of the County. Monthly maintenance services on the fence line shall begin on July 1, 2017 and continue through June 30, 2020.
- 3) COMPENSATION AND EXPENSES. As compensation for the Services to be provided under this Agreement, the County shall pay the Contractor the total sum of \$29,448 for the initial fence line clearing and \$916.67 for monthly maintenance on the fence line, payable as set forth in Appendix 1. Unless otherwise stated on Appendix 1, the foregoing amount is all inclusive and includes all expenses of every kind and nature, including but not limited to travel, lodging, copying, overhead, outside 'consultants' and other similar and dissimilar expenses and charges.
- 4) TERMINATION. The County reserves the right to terminate this Agreement upon thirty (30) days written notice for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement.

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In the event of termination for convenience, the County shall pay the Contractor those costs directly attributable to Services received by the County in compliance with this Agreement prior to termination. Provided, however, that no costs will be paid to the Contractor which are coverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, or any special, consequential, or other damages.

This Agreement may be terminated for cause as follows: If the Services provided by the Contractor under this Agreement are unsatisfactory or unacceptable, as determined by the County, this Agreement may be terminated for default.

Grounds for termination for default shall include, but not be limited to:

- a) Failure to respond to all reasonable requests by the County to provide Services covered by this Agreement.
 - b) Failure to maintain any equipment required to provide the Services in accordance with the requirements of this Agreement and with all laws.
 - c) Lack of proper insurance as required under this Agreement.
 - d) Charging rates in excess of those listed in this Agreement and in Appendix 1.
 - e) Inefficient or unsafe practices in providing the Services.
 - f) Other actions which may impact unfavorably on the faithful performance of this Agreement.
- 5) **INSURANCE.** The Contractor shall maintain insurance policies at all times within minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory Limits
General / Professional Liability	\$100,000 / \$500,000 / \$100,000
Automobile Liability	\$250,000 / \$100,000

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina with an A.M. Best Company rating of not less than A. The Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to commencement of providing Services. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor from its liability and obligations under this Agreement.

- 6) **CONFIDENTIALITY.** All proprietary data and information, if any, furnished to the Contractor by the County shall be regarded as confidential, shall remain the sole property of the County, and shall be held in confidence and safekeeping by the Contractor for the sole use of the Parties under the terms of this Agreement. The Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or County's designated legal counsel, accountants, practice management consultants, any confidential information about the County. The Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.
- 7) **STATUS OF PARTIES.** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between the Contractor and the County. The Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
- 8) **HOLD HARMLESS AGREEMENT.** The Contractor agrees to indemnify and hold the County, its agents, servants and employees harmless from and against any and all claims, losses, liabilities, costs, expenses, charges, and damages arising from, or relating to, this Agreement, including but not limited to attorney's fees, with respect to any cause arising out of, resulting from, or in connections with (a) any breach by the Contractor of any clause, condition or provision of this Agreement; (b) any breach or violation by the Contractor of any applicable criminal or civil law; or (c) any other cause resulting from any act or failure to act by the Contractor in accordance with this Agreement. The Contractor shall promptly assume the defense of any claim, suit or action within the scope of this indemnification at its expense, upon being notified thereof.
- 9) **ASSIGNMENT AND SUBCONTRACTING.** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned or delegated by the Contractor without the prior written consent of the County, which consent may be withheld in the County's sole discretion.
- 10) **MODIFICATIONS.** This Agreement may be amended or modified by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
- 11) **NOTICES.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited with the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

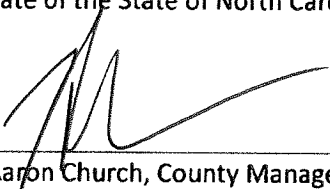
Rowan County Airport
Attn: Thad Howell, Airport Director
3670 Airport Loop
Salisbury, NC 28147

CCS - Environmental
Attn: Rodney Couch
1016 Chickadee Lane
Woodleaf, NC 27054

COPY

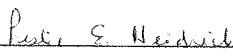
- 12) NO WAIVER. No waiver by either Party of any default by the other Party in the performance of any particular provision of this Agreement shall invalidate any other paragraph of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 13) SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 14) GOVERNING LAW. This Agreement shall be governed and construed in accordance of the laws of the State of North Carolina.

ROWAN COUNTY, NORTH CAROLINA, a body politic and corporate of the State of North Carolina

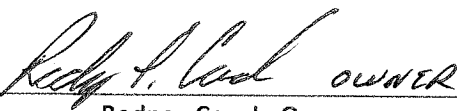
BY: 
Aaron Church, County Manager

DATE: 5-1-17

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


Leslie E. Heidrick
Assistant County Manager/Finance Director

CCS - ENVIRONMENTAL

BY:  OWNER
Rodney Couch, Owner

DATE: 4-27-17

This contract SHALL NOT EXCEED \$ + without prior written approval of the Rowan County Manager.



1. Upfront \$ 29,448.⁰⁰
2. Annual \$ 11,000.⁰⁴

COPY

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this 1st day of July, 2020 (“Effective Date”) between Rowan County, North Carolina (“County”) and CSS Environmental (Rodney Couch) (“Provider”), continuing through June 30, 2021.

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

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

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

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

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

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

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

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

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

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

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

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

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

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. 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.

15. 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.

16. 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.

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

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

19. 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: Rodney Couch

Title: Owner

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services to Be Performed by The Provider.

1) MONTHLY.

The following work is required to be completed at each scheduled visit: March, April, May, June, July, August, September, October, November

- a. Mow and weed control of perimeter fence.
 - i. Minimum of 6 ft outside of fence from the fence line.
 - ii. Minimum of 12 ft inside of fence from the fence-line.
- b. Mow and remove litter/debris from the fence-line to Airport Road.

2) TRIANNUALLY.

The following work is required to be completed at each scheduled visit: April, July, October

- a. Mow slope off the end of the runway to fence line.
- b. Mow and spray off-site ILS tower cages. This includes the ILS equipment off Rowan Mills Road and Down Yonder Road.

B. Term of the Agreement.

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

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

The County shall pay the Provider a total of \$21,300.00 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. The monthly invoice rate will be \$1,775.00.

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 \$500,000 per occurrence / \$1,000,000 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

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
aaron.church@rowancountync.gov
Telephone: 704-216-8180

THE PROVIDER

RODNEY COUCH
CSS ENVIRONMENTAL
1016 Chickadee Lane
Woodleaf, NC 27054
rodter@yadtel.net
Telephone: 336-399-1809

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)

Rodney Couch DBA

CCS Environmental

1016 Chickadee Lane

Woodleaf NC 27054

Date 2-21-20

Mid Carolinas Airport

Proposed New contract prices for all work at airport and airport property located offsite.

Current work being performed mow and weed control of perimeter fence mow 6 ft outside of fence and 12 ft inside of fence. And all this for the current amount of. \$ 916.67

New scope of work to be performed and also quarterly work to be performed to offsite locations. Bringing all work related to the airport properties into one monthly contract amount.

(Work performed during growing season approx. from March thru November)

Airport perimeter fence mow 6 ft outside of fence and 12 ft inside and weed control on fence line. (Also mow along fence area to airport road and provide trash pickup in this area 1 time per month this was not part of our past contract requirements but is now being requested to be part of our work requirements. The 1 time visit per month proposed cost for this work is \$ 1150.00

Quarterly work to be performed. Mow at end of runway on hillside

Offsite Areas - Rowan Mills Road areas along both sides of road at creek

Mow grass areas and spray grass killer along and inside of tower cages.

Down Yonder Road – Mow Grass areas and spray along and inside of cage and tower areas. The work for these areas will start in April then July and October. There should not be any need for a winter visit to these areas due to lack of vegetation growth in cold weather. So there will be 3 visits and work performed 3 times per calendar year. The amount for all the work listed as quarterly will be. \$ 2500.00 per Quarter.

Work performed from March through November.

Total yearly airport road cost	\$ 13,800.00
Quarterly x 3 visits total	\$ 7500.00
Total amount for all maintenance yearly is	\$ 21,300.00
Total amount Divided by 12 monthly payments	\$ 1,775.00
Monthly payment would be	\$ 1,775.00

This is a proposal for the upcoming contract renewal of the vegetation control for all properties onsite and offsite to Mid Carolinas Airport.

Any questions please feel free to call or email thanks.

Rodney Couch CCS Environmental.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 4/27/2020
SUBJECT: Airport Advisory Board Bylaw updates

The Airport Advisory Board unanimously approved changes to the bylaws to address the re-branding and a implement a new meeting schedule.

Proposed changes in the attachment are shown in RED for ease of review.

Approve the proposed changes for implementation

ATTACHMENTS:

Description	Upload Date	Type
AAB Bylaws - DRAFT FOR APPROVAL	4/27/2020	Exhibit

**BYLAWS OF THE
MID-CAROLINA REGIONAL AIRPORT ADVISORY BOARD**

ARTICLE I AUTHORITY

The **MID-CAROLINA REGIONAL** Airport Advisory Board, hereinafter referred to as the Board, has been established by the Rowan County Board of Commissioners by action taken at a regular meeting on February 16, 2009.

ARTICLE II PURPOSE AND INTENT

The County of Rowan operates the **MID-CAROLINA REGIONAL** Airport for the benefit of all residents, business owners, and visitors of the County. The Rowan County Board of Commissioners seeks to ensure that the **MID-CAROLINA REGIONAL** Airport is maintained and developed in such a manner that it will continue to be a high-quality aviation facility for its users and a good neighbor in the community, recognizing that both the users and community may change as Rowan County continues to grow and develop. The **MID-CAROLINA REGIONAL** Airport Advisory Board has been established to assist and advise the Board of Commissioners and County officials in the implementation of these objectives.

ARTICLE III POWERS AND DUTIES

The powers and duties of the Board are:

1. Advise and make recommendations to the Airport **Director**, County Manager and the Board of Commissioners on policy matters pertaining to the operation and management of the **MID-CAROLINA REGIONAL** Airport, the uses of property adjacent to the Airport if such uses may impact operations at the Airport, and any other matters as the Board may from time to time request relating to the **MID-CAROLINA REGIONAL** Airport.
2. Review and make recommendations regarding plans and policies for airport safety.

3. Review and assist in the preparation of the airport master plan, airport business plan, airport capital improvement plan, and other related plans and documents.
4. Review and develop (1) consistent lease agreements with tenants, including renewals thereof, (2) policies for development of hangars, and (3) policies that create economic development opportunities.
5. Submit to the Board of Commissioners an annual report relations to activities of the Airport and the Board of Commissioners an annual report relating to activities of the Airport and the Board.

ARTICLE IV MEMBERSHIP

The Board shall consist of **five** (5) members and shall be appointed by the Board of Commissioners.

1. In order to include a diversity of backgrounds and perspectives on the Board, the members of the Board should be appointed based on the following qualifications:
 - (a) **Pilots/Tenants** -Two (2) members should be either active pilots and/or current tenants in good standing of the airport.
 - (b) **Business Owners** - Three (3) should be local business owners with an interest in airport related issues.
 - (c) **Rowan County Commissioner-** One (1) should be a current elected Rowan County Commissioner, who will serve as a non-voting liaison.
2. Members of the Board shall reside within Rowan County and be representative of the geographical diversity of the County.
3. All members of the Board shall be appointed by the Board of Commissioners and shall serve at the pleasure of the Commissioners without compensation. The terms of office for each Board member shall be three (3) years, ending on June 30. The terms of the original members shall be staggered so that the terms of no more than three (3) members expire in any one (1) year.
4. Should a vacancy occur in a Board position, the Board of Commissioners shall appoint a replacement member to fill only the unexpired term of the vacant position(s).
5. If the Board of Commissioners does not appoint a new member, or reappoint an existing member, on or before the expiration of a member's term, that member may hold over on a month to month basis until such time as the member is either reappointed or a new person has been appointed to the position.

6. The failure of a member to attend 75% of the regular meetings of the Board within one year (July through June), shall constitute a tender of resignation by that member, which tender can be accepted by the Board without further notice. The Airport Manager shall promptly notify the Board of Commissioners of such resignation and resulting vacancy.

ARTICLE V SUBCOMMITTEES

The Board may form standing or ad hoc subcommittees, as needed, and the Chairman shall appoint board members to serve on each.

ARTICLE VI OFFICERS

1. The officers of the Board shall be the Chair and Vice Chair.
2. The Board shall elect from its members, at its regular meeting in July of each year, a Chair and Vice Chair. The Chair and Vice Chair should not serve more than two consecutive one-year terms. The new elected officers shall take office upon election. A vacancy in either position shall be promptly filled by the Board, and such replacement officer shall serve out the remainder of the term.
3. It shall be the duty of the Chair to preside over all meetings of the Board, to appoint chairs of any standing or ad hoc subcommittees, and to exercise such other powers and Perform such other duties as may be prescribed by the Board.
4. It shall be the duty of the Vice Chair to assist the Chair in the execution of that office, to preside at meetings in the event of the absence of the Chair, and to exercise such other powers and perform such other duties as may be delegated by the Chair or as may be prescribed by the Board.
5. The Airport **Director** shall serve as Secretary to the Board and ex-officio member, but shall not be a voting member of the Board. It shall be the duty of the Secretary to maintain the minutes and other records of the Board, and to receive communications and correspondence addressed to the Board.

ARTICLE VII MEETINGS OF THE BOARD

1. Regular meetings of the Board shall be held quarterly, in January, April, July, and October, at 10:00 a.m. on the **second Tuesday** of the month, **OR as otherwise set by the Chairman with the input of the members of the Board**. Meetings shall be held in the **MID-CAROLINA REGIONAL** Airport Conference Room.
2. The regular meeting may adjourn and reconvene at any specified time and place, within the County of Rowan, upon a majority vote of the Board.
3. Special meetings may be called at the discretion of the Chair or by a majority of members.
4. A regular meeting may be canceled by the Chair, or by the Vice Chair in the absence of the Chair, not less than forty-eight (48) hours in advance of the meeting, due to an expected lack of a quorum or lack of business. A regular or special meeting may be canceled by the Chair or Vice Chair at any time due to an emergency. The reason for cancellation shall be noted in the minutes.
5. Agendas for meetings shall be prepared by **MID-CAROLINA REGIONAL** Airport staff and mailed at least five days prior to a meeting to all Board members and to others on the approved agenda mailing list. Public notice of all meetings shall be given pursuant to the North Carolina Open Meetings laws as applied for regular and special meetings.
6. All meetings and record keeping of the Board shall comply with the North Carolina Open Meetings and Public Records laws.
7. Unless otherwise addressed by these Bylaws, the conduct of the affairs of the Board and its subcommittees shall proceed in accordance with Rules of Order and Procedure as may be adopted by the Board, or in the absence thereof, in accordance with the provisions of Robert's Rules of Order.

ARTICLE VIII QUORUM AND VOTING

1. The presence of any three members of the Board shall constitute a quorum for the transaction of all business duly presented at a meeting of the Board, even if one or more members must abstain from voting on a particular item of business. If the Board has one, or more unfilled vacancies, the presence of any three members of the Board shall constitute a quorum.
2. Each member of the Board shall have one vote, which shall be exercised by the

member, if present at a meeting, unless required to abstain due to an actual or perceived conflict of interest. Voting by proxy shall not be allowed.

3. A tie vote shall be a rejection of the approval sought for the agenda item; provided, however, if less than the full Board was present to vote on the item, the Chair may direct that the item be brought back for reconsideration at the next meeting of the Board.

ARTICLE IX CONFLICT OF INTEREST

Members of the Board shall comply with the terms and provisions of any existing policies or ordinances duly adopted by the Rowan County Board of Commissioners regarding Conflict of Interest, and shall abstain from acting on matters as therein required.

ARTICLE X AMENDMENTS TO BYLAWS

These Bylaws may be amended, repealed, or altered, in whole or in part, by a majority vote of the board members present at any duly organized meeting of the Board, provided that a copy of any amendment proposed for consideration shall be mailed to the last recorded address of each member at least thirty days prior to the date of the meeting. These Bylaws, and any amendments to these Bylaws, shall take effect only upon approval or ratification by the Board of Commissioners.

ARTICLE XI SEVERABILITY

If any provision of these Bylaws, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of these Bylaws.

Adopted February 16, 2009

Amended March 2, 2009

Amended January "X", 2020

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, HR Director
DATE: 04-27-20
SUBJECT: Proposed New Policy 9.20 Communicable Disease Policy

Please approve the attached proposed new Policy 9.20 Communicable Disease Policy.

ATTACHMENTS:

Description	Upload Date	Type
Proposed New Policy 9.20 Communicable Disease	4/28/2020	Cover Memo

Proposed New Policy 9.20: Communicable Disease Policy

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. The purpose of this policy is to outline provisions covering human resource areas in case of a communicable disease (e.g. pandemic influenza) or other serious public health threat that is declared by the State Public Health Director or the Governor to be a public health emergency.

C. Responsibility for Disease Control Measures

1. The State Health Director or the Governor has authority to declare a public health emergency. In case of a public health emergency, the Governor has broad powers to issue an emergency order to protect the public health. The Governor may close all schools, community colleges, universities, childcare and adult day care facilities and order that no public events shall be held where large numbers of people are gathered in one physical location. The Governor may also close all non-mandatory services and order mandatory services to remain operational.
2. In the absence of such an order, the County Board of Commissioners shall consult with local/State Public Health officials to determine the severity of the individual situation and to determine what actions shall be taken (including the closure of County operations). The public health authority rests with the State Health Director and each Local Health Director per [GS130A-145](#). The County will likewise adhere to any communicable disease orders of the State or County Public Health Director to prevent transmission of a communicable disease, including but not limited to isolation, quarantine, and/or other disease control measures.
3. Management shall inform employees and employees shall inform management of any evidence of a communicable disease that could seriously endanger the health of others in the workplace. Management shall immediately notify the Director of Public Health.

D. Social Distancing

In order to minimize transmission from person to person, the County Manager may mandate social distancing between employees. Social distancing is designed to limit the spread of a disease by reducing the opportunities for close contact between people. It can be accomplished by administrative and engineering controls. Examples include but are not limited to:

1. reducing face-to-face exposure by using conference calls and video conferencing;
2. avoiding unnecessary travel;
3. canceling meetings, workshops, training sessions and scheduled events;
4. requiring employees to work from home to reduce exposure in the workplace;
5. establishing flexible working hours to avoid mass transportation, at least during peak hours;

Proposed New Policy 9.20: Communicable Disease Policy

6. installing protective barriers between workstations or increasing space between workers;
 7. reinforcing hand washing and requiring the use of protective equipment such as hand sanitizers and masks provided by the County;
 8. scheduling employees in shifts;
 9. controlling access to buildings;
 10. requiring asymptomatic individuals traveling to affected countries/areas not to return to work until one incubation period has passed after returning home;
 11. assigning employees to alternate worksites or teleworking; or
 12. mandating that certain employees report to work while sending others home.
- E. Quarantine and Isolation
- When an employee is quarantined by a Public Health Official, or if the County believes that an employee has symptoms associated with a communicable disease, management may require the employee not to report to work and to use any available comp time, floating holiday, sick leave, and/or vacation leave.
- F. Employees Who Become Ill
1. If the employee becomes ill and it is determined to be work related in accordance with the Workers' Compensation Act, the Workers' Compensation Policy applies. If the employee is isolated or becomes ill as a result of off-the-job exposure, the Sick Leave policy applies. The provisions of the Family and Medical Leave Policy shall also apply.
 2. Should an employee not have sufficient leave balances available, the County may work with the employee to advance a reasonable amount of leave or make arrangements for the employee to make up the time if the County determines that the work situation will allow it.
- G. Verification
1. Employees who have symptoms of a communicable disease and are required to stay home or who are ill with the communicable disease should be cautioned not to return to work until they are sure that they are fully recovered.
 2. Human Resources may require certification of fitness to work from a health care provider. If quarantined, it is the employee's responsibility to provide the County with a written verification from a Public Health official if requested by Human Resources.
- H. Emergency Furlough
- An emergency furlough may be declared if the County remains fully closed or partially closed for an indefinite period due to the public health emergency in accordance with policy 10.3 Emergency Leave, Hiring Freeze, Furlough, and Reduction in Force.
- I. Hiring
1. During the communicable disease outbreak emergency, if new hires are needed to cover emergency operations, the County Manager is authorized to execute the immediate hiring of an individual who is determined to be qualified and able to do the work by:
 - a) waiving the posting policy,
 - b) waiving the minimum qualifications policy, and
 - c) waiving the Hiring of Relatives Policy.

Proposed New Policy 9.20: Communicable Disease Policy

2. Employees hired under these conditions should be given a temporary or time-limited appointment.
3. The County Manager is authorized to offer competitive salaries for the duration of the emergency.
4. The County Manager is authorized to institute a hiring freeze during the emergency in accordance with 10.3 Emergency Leave, Hiring Freeze, Furlough, and Reduction in Force.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, HR Director
DATE: 04-27-20
SUBJECT: Proposed Revision: 10.3 Emergency Leave, Hiring Freeze, Furlough, and Reduction in Force

Please approve the attached proposed revisions to Policy 10.3 Emergency Leave, Hiring Freeze, Furlough, and Reduction in Force.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Revised Policy 10.3 Emergency Leave Hiring Freeze Furlough and Reduction in Force	4/28/2020	Cover Memo

Proposed Revision: 10.3 Emergency Leave, Hiring Freeze, Furlough, and Reduction in Force

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Definitions

1. Emergency Leave - a type of paid leave that may be granted to some or all employees, at the sole discretion of the County Commissioners, as a result of an emergency closure of part or all of the County facilities or operations.
2. Hiring Freeze - a temporary halt on filling vacant positions.
3. Partial Furlough - a temporary, partial separation from payroll. If the County partially furloughs employees, it requires them to work fewer hours or to take a certain amount of unpaid time off. Individuals involved in a partial furlough are still considered County employees, although a partial furlough may turn into a reduction in force at some point.
4. Full Furlough- a temporary, full separation from payroll. The amount of time the employee(s) will be furloughed may or may not be known in advance, however, the County believes that this condition will change and intends to recall the employee(s) when work and/or funds again become available. Individuals involved in a full furlough are still considered County employees, although a furlough may turn into a reduction in force at some point.
5. Reduction In Force (RIF): a permanent and full separation from employment. A RIF occurs when a position is eliminated without the intention of replacing it and involves a permanent cut in one or more positions. Individuals involved in a reduction in force are no longer employees of the County.

C. Emergency Leave

The County Commissioners, at their sole discretion, may elect to grant a special allotment of paid emergency leave to some or all employees. This may occur as a result of the closure of one or more County buildings and/or a reduction in (or stoppage of) some or all County operations due to an emergency (such as a pandemic, natural disaster, fire, etc.). This is not an entitlement for any employee(s). If granted, the amount of paid emergency leave shall:

1. be determined on an emergency-by-emergency basis,
2. take into account various factors such as the length of the emergency, budgetary constraints, or any other factors; and
3. be forfeited if not used by the end of the emergency.

D. Hiring Freeze

1. The County Manager may elect to implement a hiring freeze of any vacant positions at any time.
2. Reasons to freeze hiring include but are not limited to: budgetary short-falls,

emergency reasons, and/or a lack or reduction of work.

3. Exceptions to the hiring freeze will be considered for positions that are critical to citizen and employee personal health and safety; compliance with federal, State and local laws and regulations; and delivery of essential County services.
4. Department heads may request an exception to a hiring freeze by submitting a Hiring Freeze Exception Request Form. The County Manager shall have the authority to grant or deny the request.

E. Furlough

1. The County Commissioners, at their sole discretion, have the authority to declare a partial and/or full furlough for some or all employees.
2. Reasons to furlough employees include but are not limited to: budgetary short-falls, emergency reasons, and/or a lack or reduction of work.
3. How a furlough will be implemented will be determined on a case-by-case basis depending upon the circumstances that necessitate the furlough. Some examples of types of furlough include but are not limited to:
 - a) employees are partially furloughed and required to take unpaid days, work only partial days, work reduced hours, etc.
 - b) employees are fully furloughed and do not work at all for a temporary period of time; however, they still remain employees of the County.
4. The reduction of hours for employees during a furlough is permissible by law, including the partial reduction of hours for exempt employees in accordance with 29 CFR 541.710(b).
5. During a furlough, employee benefits will be administered in accordance with applicable County policies and carrier eligibility requirements.
6. Whether or not an employee may remain in a paid status for some or all of a furlough period by utilizing granted emergency paid leave (as defined in Section C), or by utilizing accrued leave balances, shall be determined on a case-by-case basis depending upon the circumstances that necessitate the furlough and what is included in the furlough declaration by the County Commissioners.
7. During a furlough, benefited employees will only continue to accrue applicable leave while in a paid status in accordance with County leave policies.
8. During a furlough, employees will only continue to accrue retirement system service credit while in a paid status in accordance with County retirement policies and retirement system regulations.
9. The decision as to whether an employee will be eligible for unemployment benefits during a furlough can only be made by the Employment Security Commission.
10. The decision to implement a furlough is not eligible for appeal by employees.

F. Reduction In Force (RIF)

1. The County Commissioners, at their sole discretion, have the authority to declare a reduction in force. The County Manager shall be charged with administration of the reduction in force.
2. Separation of employees through a reduction in force should not occur until management has evaluated alternatives. ~~Therefore a reduction in force decision should be reached only after measures such as a hiring freeze on vacant positions, limits on purchasing and travel, retirement options, and work schedule alternatives have been reviewed.~~ Therefore, management should consider such cost savings

measures as a hiring freeze on vacant positions, work schedule alternatives, and limits on purchasing and travel before a reduction in force decision is reached. However none of these cost saving measures are required to be implemented prior to a reduction in force.

3. In determining which positions will be subject to a reduction in force, temporary and non-benefited part-time employees in the areas of the reduction in force may be separated from employment prior to the effective date of the reduction in force. These employees would not be considered part of the reduction in force.
4. A reduction in force necessarily compels a thorough evaluation of the accomplishments of specific programs, the need for particular positions, and the relative value of specific employees so that a department can provide the highest level of service possible with a reduced work force. The determination as to the retention or separation of a particular employee should include an evaluation of length of service, skills, education, experience, work performance, and organizational needs.
5. Guidelines for reduction in force would include, in addition to or in lieu of other factors, the following criteria:
 - a) determination of the number of positions that must be deleted to meet the established goal;
 - b) the feasibility of eliminating entire programs or parts of programs;.
 - c) identification of areas where the number of positions must be reduced or eliminated;
 - d) identification of the classification of positions to be eliminated to determine whether personnel can be interchanged with other work units;
 - e) the needs of the department to deliver services;
 - ~~f) exploration of measures that would avoid the involuntary separation of employees;~~
 - f) documentation of steps followed in a reduction of force; and/or
 - g) an impact analysis of proposed reduction in force on the department's workforce demographics.
6. Following the County Manager's **implementation** decision, Human Resources will inform the affected employees in writing of their impending dismissal due to a reduction in force including the scheduled date of separation, benefits, instructions regarding scheduling an exit interview, and their appeal rights.
7. Employees affected by the reduction in force will receive a thirty (30) calendar-day notice plus four (4) weeks of severance pay. The Department Director and/or their designee may request the thirty (30) day notice be waived and the employee paid for that period of time. If the employee is currently on the health care insurance program ~~they~~ **he/she** will continue to receive the same benefit for a maximum of ninety (90) calendar days from the date of termination. Employees will receive their accumulated vacation leave. Sick leave will be reinstated if re-employed in any County department within three (3) years or the employee may elect to transfer sick leave within the three (3) year period to another governmental entity who has agreed to accept the transfer of unused sick leave. Employees may also utilize the [Employee Assistance Program \(EAP\)](#) for a period of time following their separation.

8. Human Resources may provide assistance to separated employees who wish to seek employment in the private sector. Such assistance will typically include resume preparation **resources**, interviewing skills **resources**, and coordination with the [Employment Security Commission](#).
9. Dismissals of regular employees as a result of a reduction in force are eligible for appeal in accordance with [10.5 Employee Grievance/Appeal Policy \(Non-DSS and Health Department Employees\)](#) or [10.6 Employee Grievance/Appeal Policy \(DSS and Health Department Employees\)](#).

Approved 11-4-19

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:


FROM: Finance Department
DATE: April 24, 2020
SUBJECT: Talbert, Bright & Ellington Fee Estimate for Taxiway Rehabilitation Project

Please see the attached information.

Please approve the attached Man-Hour/Fee Estimate in the amount of \$30,890.88 with Talbert, Bright & Ellington for bidding of the Taxiway Rehabilitation Project at the Mid-Carolina Regional Airport.

ATTACHMENTS:

Description	Upload Date	Type
TBE Fee Estimate for Taxiway Rehabilitation	4/28/2020	Backup Material

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE		 DIVISION OF AVIATION <small>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION</small>
	MID-CAROLINA REGIONAL AIRPORT		
	BIDDING OF TAXIWAY REHABILITATION		
GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.			
BASIC AND SPECIAL SERVICES: LABOR SUMMARY			
MAJOR TASK:	MAJOR TASK DESCRIPTION:	COST:	
TASK A - LABOR	(A-104) DESIGN	\$16,643.73	
TASK B - LABOR	(A-104) BIDDING	\$11,748.85	
TASK C - LABOR		\$0.00	
TASK D - LABOR		\$0.00	
TASK E - LABOR		\$0.00	
TASK F - LABOR		\$0.00	
TASK G - LABOR		\$0.00	
TASK H - LABOR		\$0.00	
TASK I - LABOR		\$0.00	
TASK J - LABOR		\$0.00	
TASK K - LABOR		\$0.00	
SUBTOTAL LABOR:		\$28,392.58	
BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST			
TASK A - EXPENSES	(A-104) DESIGN - PG 1	\$591.30	
TASK B - EXPENSES	(A-104) BIDDING	\$1,907.00	
TASK C - EXPENSES		\$0.00	
TASK D - EXPENSES		\$0.00	
TASK E - EXPENSES		\$0.00	
TASK F - EXPENSES		\$0.00	
TASK G - EXPENSES		\$0.00	
TASK H - EXPENSES		\$0.00	
TASK I - EXPENSES		\$0.00	
TASK J - EXPENSES		\$0.00	
TASK K - EXPENSES		\$0.00	
SUBTOTAL NON-SALARY DIRECT COSTS:		\$2,498.30	
SUBCONSULTANTS OR SUBCONTRACTORS			
	PROVIDED BY:		
	PROVIDED BY:		
	PROVIDED BY:		
	PROVIDED BY:		
	PROVIDED BY:		
	PROVIDED BY:		
	PROVIDED BY:		
	PROVIDED BY:		
	PROVIDED BY:		
SUBTOTAL OF SUBCONSULTANTS:		\$0.00	
TOTAL FEE:		\$30,890.88	
PREPARED BY:	J. ANDREW SHOOK, P.E.	SPONSOR:	AARON CHURCH
TITLE:	PROJECT MANAGER	TITLE:	ROWAN COUNTY MANAGER
REPRESENTING:	TALBERT, BRIGHT & ELLINGTON, INC.	WBS NUMBER:	TBD
DATE:	4/22/2020	SIGNATURE:	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, HR Director
DATE: 04-27-20
SUBJECT: Proposed New Policy 6.23 - New Employee Relocation Assistance

Please approve the attached proposed new policy 6.23 New Employee Relocation Assistance.

Please approve the attached policy.

ATTACHMENTS:

Description	Upload Date	Type
Proposed New Policy 6.23 - New Employee Relocation Assistance	4/28/2020	Cover Memo

Proposed New Policy: 6.23 New Employee Relocation Assistance

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. When it is in the best interest of Rowan County to relocate an employee, the County will provide relocation assistance to the employee under the provisions of this policy.
- C. Limited relocation assistance may be provided on a case-by-case basis to employees and will require the approval of the County Board of Commissioners.
- D. Any assistance provided will be provided within nine (9) months of the date the employee is hired.
- E. If the employee voluntarily leaves the County within eighteen (18) months of relocation, the employee must agree to reimburse the County for any relocation assistance received.
- F. The County will maintain a record of cumulative relocation expenses and will provide the appropriate tax forms to the employee for personal federal and state income tax filings in the appropriate year.
- G. The following categories of expenses will be provided by Rowan County, up to a maximum amount to be determined on a case-by-case basis by the County Board of Commissioners. The maximum amount allowed shall be included in the employee's offer letter. The employee shall maintain records for eligible expenses and will submit them for reimbursement. Eligible expenses include:
1. Pre-Employment Site Visit
The employee may submit receipts related to a site and local area visit. This may include transportation and lodging allowances for the employee and spouse.
 2. Temporary Living Expenses
The employee may submit receipts for travel expenses to begin employment and temporary lodging for a maximum of four (4) months from the date of hire.
 3. Relocation of Household Goods
The employee may submit receipts related to the movement of household goods, including professional moving services or rental of moving equipment.

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, Vice President, Economic Development Commission
DATE: April 28, 2020
SUBJECT: Request for Public Hearing for 'Project Lake'

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for May 18, 2020 to consider an incentive request from 'Project Lake.'

The company would be a new employer in Rowan County that would create 388 jobs over the next five years.

The company also estimates that it will invest approximately \$14.1 million dollars in new construction and equipment.

ATTACHMENTS:

Description	Upload Date	Type
Request for Public Hearing	4/28/2020	Cover Memo



Be an original.

Date: April 28, 2020
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentives for 'Project Lake'*

Dear Chairman Edds,

With cautious optimism, I respectfully request that the Board of Commissioners schedule a public hearing for May 18, 2020 to consider an incentive request from 'Project Lake.' The Company would be a new employer in Rowan County that would create 388 jobs over the next five years. While these numbers are preliminary, the Company estimates that it will invest approximately \$14.1 million dollars in new construction and equipment.

I look forward to providing you detailed information regarding this request and this project in the coming days. Please do not hesitate to contact me with any questions you may have, and thank you for considering this matter.

Yours truly,

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: April 28, 2020
SUBJECT: Schedule Public Hearing for May 18, 2020 RE: 2020-21 HOME Action Plan

BACKGROUND

The Commission held a public hearing on March 2, 2020 to adopt its FY 2020-21 HOME Action Plan. The anticipated funding amount allocated to the County based on the Consortium's direction was \$192,081, but once HUD funding was received by the Consortium the actual amount to be distributed to the County is \$178,260.

Staff has updated the County's application to reflect the corrected funding amount.

RECOMMENDATION

Schedule Public Hearing for the updated 2020-21 HOME Action Plan at the May 18, 2020 Commission meeting.

ATTACHMENTS:

Description	Upload Date	Type
2020-21 HOME Action Plan	4/28/2020	Backup Material
Jurisdictional Map	4/28/2020	Backup Material

CABARRUS-IREDELL-ROWAN HOME CONSORTIUM

2020-2021 HOME FUNDING ACTION PLAN



APPLICATIONS DUE MARCH 6, 2020

Submit application to:

City of Concord
Attn: Pepper Bego
Planning & Neighborhood Development Department
P.O. Box 308
Concord, NC 28026
704-920-5133
begop@concordnc.gov

SECTION I
APPLICATION INFORMATION

Full Legal Name of Applicant: Rowan County

Applying as: ☒ Consortium HOME Subrecipient
☐ CHDO

Address: 402 N. Main Street Suite 204

City/State/Zip: Salisbury, NC 28144

Telephone Number: 704-216-8599

Contact Person: Ed Muire

Title: Planning Director

Telephone Number: 704-216-8599 E-Mail: ed.muire@rowancountync.gov

Name of Project: Rowan County HOME Program

Total funds requested: \$178,260.00

(DO NOT include Admin funds in total)

To the best of my knowledge and belief all data in this application are true and current. The document has been duly authorized by the governing board of the applicant.

Signature: _____
Certifying Official

Date

SECTION II

PROJECT DESCRIPTION

Project/Program Title: Rowan County HOME Program

Project/Program Location: Scattered sites

II (a) Type of Activity (check one)

- ☐ New construction for Homeownership ☐ New construction for rental
☒ Owner-Occupied Rehabilitation ☐ Rental Rehabilitation
☐ Acquisition/Rehab/Resale ☐ Down Payment Assistance
☐ Other (specify): _____

II (b) Goals and Objectives *(Provide a written description of your goals and objectives. Also provide a copy of your Needs Assessment hearing minutes and notice.)*

The goal and objective for Rowan County's HOME Program is to provide housing rehabilitation assistance to eligible low and moderate income homeowners residing in non-entitlement areas of Rowan County.

PLEASE PLACE A CHECK MARK BESIDE YOUR OBJECTIVE AND A CHECK MARK BY THE INTENDED OUTCOME.

Objective and Outcome			
Objective (check one)		Outcome (check one)	
(1) Create suitable living environment	X	(1) Availability/accessibility	X
(2) Provide decent affordable housing		(2) Affordability	
		(3) Sustainability	

II (c) Short Description. One or two sentences stating the number and type of housing or other units expected to result from this project and the targeted client group. State both total number of units in project and number to be assisted with HOME. Also explain how this project will benefit low and very low income individuals and how this will be documented.

The program will provide rehabilitation assistance for five (5) single-family homes of individuals/families with household income at or below 80% of the area median income. Rehabilitation will correct minimum housing violations and other unsafe conditions brought on by age of the structure and deferred maintenance. These families will have improved living conditions and lower energy costs to help them remain in their homes for the long term.

II (d) Project Description. Please provide a **detailed narrative description** of the project below (or on an attached page), addressing all of the following questions. Please check each box below to show that you have addressed the question, and insert information directly in blank space below question. Where the question is not applicable or no information is available, insert N/A.

The 2020-21 HOME program allocation will be used to provide housing rehabilitation assistance to five (5) households within Rowan County limits, excluding the Salisbury and Kannapolis entitlement areas (see attached program service area map). Individuals or families whose incomes are 80% or less of the area median income are eligible for assistance. The program will be administered by Salisbury Community Development Corporation (SCDC), a 501(c)3 non-profit HUD-certified housing agency, under contract with Rowan County.

All Rowan County homeowners in the non-entitlement areas of Rowan County will be encouraged to apply for assistance. Applications will be accepted on a first-come-first-served basis. Applicants must meet program and HUD income guidelines to be eligible. Qualified owner-occupied homes will be inspected to determine feasibility for the program and to assess needed improvements related to livability, health and safety, and energy efficiency. Priorities include repairs that address immediate needs, such as leaking roofs or inadequate systems, to ensure a safe living environment, in addition to improvements that will reduce ongoing utility costs and keep the home affordable over the longer term.

For all eligible projects, a work write-up will be prepared by a qualified rehabilitation specialist and the work will be competitively bid. Section 8 contractors and women/minority-owned firms will be encouraged to bid on projects. Homes built prior to 1978 will be assessed for lead-based hazards, and where indicated by positive test results, lead abatement or removal will be completed only by certified lead abatement contractors.

The funding is provided by Rowan County at zero percent (0%) interest which will be forgiven at a rate of 12.5% per year, or eight (8) years from the loan closing date. No payments will be due as long as the owner continues to own and occupy the home as their primary residence. The homeowner may not sell, refinance, rent or change the ownership status of the home until the grant is forgiven unless repayment of the remaining balance is made.

****Attach a general location map showing the development site. Be sure to include waterways and railroads.***

Property Acquisition

- ☐ Has agency acquired real property in order to carry out the project, or is property acquisition planned? N/A
- ☐ Has property owner been informed of your intention to use federal funds for this project? If so, attach letter. N/A

- ☐ Is the property currently occupied? If so, state the number of tenants and describe in detail how you will determine relocation needs and help occupants to relocate in accordance with Uniform Relocation Act. Include the cost of this in your budget. If you have issued a General Information Notice to tenants informing them of their rights to relocation assistance, attach a copy.

N/A

- ☐ Is the property historically designated or in an historic district? N/A

Construction Information

- ☐ How many units will be

Newly constructed	_____	Rehabilitated	<u>5</u>	Provided DPA	_____
Acquired	_____	Demolished/Cleared	_____		

- ☐ Will the project participate in an externally monitored energy efficiency program (e.g. Energy Star, Advanced Energy)?

Yes: _____ (provide details). No: X

- ☐ Will any of the units have full ADA accessibility? If so, how many?

ADA accessibility will be provided as needed based on the needs of the family being assisted.

Lead-Based Paint (REHAB PROJECTS ONLY)

Describe in detail how you plan to address lead-based testing and abatement or hazard control on any property built before 1978.

All houses built before 1978, where rehabilitation involves disturbance of painted surfaces, will be tested for lead-based paint hazards. If such hazards exist, an assessment on how to effectively treat the hazards will be performed by the rehabilitation specialist and a certified lead-based paint Risk Assessor. If lead-based paint abatement is necessary, a state-certified lead abatement contractor will perform the abatement activity. In all cases where the unit was built before 1978 and the existence of lead-based paint is determined present, the unit will be "cleared" (inspected and tested for lead-based paint hazards) following lead hazard remediation.

II (e) Affordability, Marketing, & Supportive Services

- ☐ What are the proposed rents or sales prices for completed housing units? For rental units, also estimate utility costs. N/A
- ☐ What is your process for marketing to ensure an adequate pool of income-eligible renters or buyers? N/A
- ☐ What steps are planned to ensure long-term affordability of housing units, including subsidy recapture, equity sharing, buy-back options, long-term lease, etc.? N/A
- ☐ Do you require beneficiaries to attend homebuyer education classes? N/A

II (f) Fair Housing Activities

Please describe the Fair Housing activities you plan to undertake in the upcoming program year.

ACTIVITIES	DATES
Rowan County will begin development of its Section 504 Plan	July – September 2020
Rowan County will advertise and conduct a public hearing regarding its intent to adopt its updated Analysis of Impediments to Fair Housing Choice	October – December 2020
Rowan County will publish notice in the <i>Salisbury Post</i> regarding its Fair Housing complaint procedures	January – March 2021
Rowan County will distribute pamphlets to the Salisbury-Rowan Board of Realtors and community service based organizations outlining the rehabilitation, housing assistance and counseling services available thru the Salisbury Community Development Corporation.	April – June 2021

II (g) Project Team

Identify the project team by name, job title, and employment status (employee, independent contractor, or volunteer), and their specific responsibilities in this project. If the team is not yet assembled, then describe how you will select them. (*Attach additional pages if necessary.*)

The SCDC project team will include:

- Chanaka Yatawara, Executive Director, leads the organization and provides oversight on all project activities;
- Nickysa Brown, Intake Specialist (employee), coordinates SHPO reviews, interviews applicants, verifies income eligibility and compiles the necessary income documentation for the project file;
- Robbie Stevens, Housing Counselor & Project Manager (employee), is responsible for overseeing all steps of the rehabilitation process, prepares contracts and loan documents, and monitors the progress of work to ensure the timely completion of the project;
- Michael Kepley, Rehabilitation Specialist (contractor), will complete work write-ups, manage the bid process, and inspect the contractor's work;
- Janet Gapen, Planning & Community Development Administrator, will complete environmental reviews, annual HOME funding plans and CAPERs, and coordinate with Rowan County financial staff on IDIS payment requests, setup/closeout of projects;
- Ed Muire, Rowan County Planning Director, will monitor project activities to ensure compliance with County and Consolidated Plan goals.

For Rehab Projects Only: List all project staff who have completed training in Lead Safe Work Practices (with date) or have any more extensive training in Lead Based Paint hazard control.

Michael Kepley, Certified Rehabilitation Specialist

Training specific to lead-based paint hazards includes:

- Lead-Based Paint Hazards During Renovation, Remodeling, and Rehabilitation, sponsored by U. S. Department of Housing & Urban Development, August 2001
- Healthy Homes Specialist, National Center for Healthy Housing, December 2010
- Community Development Academy, N. C. Department of Commerce, April 2008
- Lead Safety for Renovation, Repair, and Painting, sponsored by Craven County Health Department, March 2010

II (h) Timetable.

Please complete a detailed and realistic timetable showing when each work task will be completed (e.g. planning, obtaining financing commitments, design, environmental review, bidding, loan closing, construction, final inspection, occupancy, etc.). The larger the project, the more detail we expect to see. You may add work tasks; where existing task does not apply, insert **N/A**.

Work Tasks	Date to be Completed
Planning	12/1/2020
Acquisition	N/A
Obtaining Financial Commitments	N/A
Design	N/A
Environmental Review	As needed per home
Construction	N/A
Rehabilitation	6/1/2021
Loan Closing	N/A
Occupancy	N/A

II (i) Client/Area Demographics. Please complete the following tables to the best of your ability. Show actual or estimated numbers of beneficiaries, **not percentages**, in each category. In general you should count **households** as the beneficiaries for housing programs and **persons** for non-housing programs.

Income Group	Number
<30% of area median income (AMI)	1
31-50% of AMI	2
51-80% of AMI	2
>80% of AMI*	
TOTAL	5

Special Needs Beneficiaries (if applicable)

Category	Number
Elderly (over 60)	Unknown at the present time
Disabled (not elderly)	Unknown at the present time
Homeless	N/A
People with HIV/AIDS	N/A

SECTION III

PROJECT BUDGET AND FUNDING

III (a) Budget

Show all funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		\$178,260.00
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)		
Bank Loans		
Other Cash Contributions		
Private Grants		
Total Funds Available*		\$178,260.00

* This total should be the same as your "Total Development Costs" total in the *Estimated Costs* table on page 7.

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

III (b) HOME Match (HOME funded projects only)

List the project revenues that will count as matching funds (non-federal funds that are permanently contributed to the project). Include any in-kind contributions of materials and labor, including sweat equity, at \$10 p.h. If in doubt whether funds will count as match, please call Pepper Bego at (704) 920-5133.

Revenue Source	Amount
Urgent Repair Program URP18 (NCHFA state-funded grant totaling \$100,000); donated property appraised at \$34,000	\$44,565.00

III (c) Estimated Costs

Be as detailed as possible. Add or amend categories as needed. The second column should cover total project costs (including those met from HOME). The third column shows how much of each line item is to be met from HOME. Totals must be consistent with the revenues shown in section IIIA.

Category (add/amend as needed)	Total Costs	This grant only
Down Payment Assistance	\$	\$
Acquisition	\$	\$
Relocation	\$	\$
Demolition/Clearance	\$	\$
Site improvements	\$	\$
Rehabilitation	\$178,260.00	\$178,260.00
New construction	\$	\$
Professional Fees (appraisal, architect, etc.)	\$	\$
Agency project delivery costs (10% maximum of total project cost)	\$	\$
Other	\$	\$
	\$	\$
*Total Development Costs	\$178,260.00	\$178,260.00

* The total in the "Total Cost" column should be the same as your "Total Funds Available" total in the **Project Revenue** table on page 6.

SECTION IV

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:

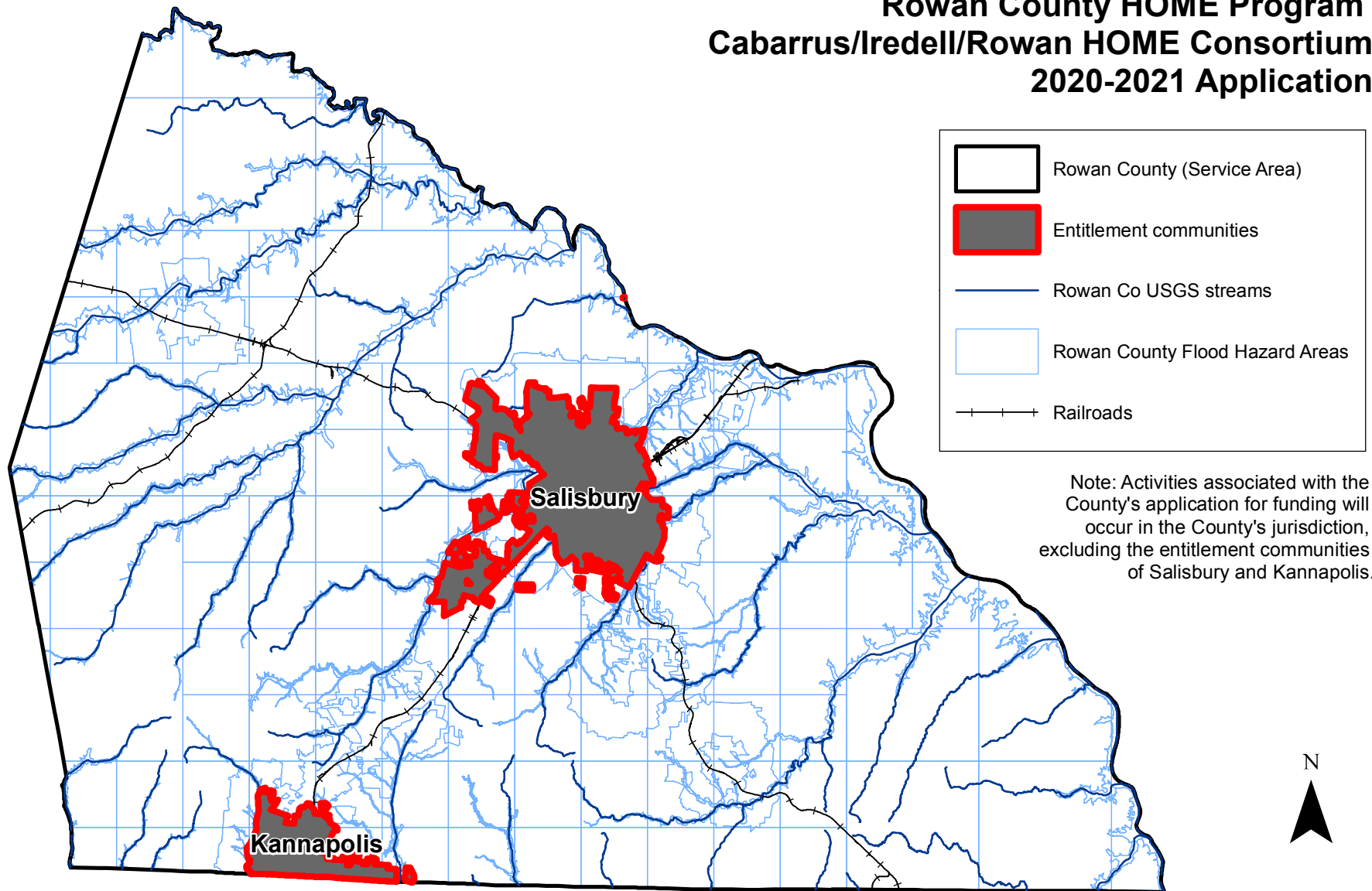
- a) Employees of or closely related to employees of your agency
or the member government through which this application is made: YES ____ NO X
- b) Members of or closely related to members of City Council
or Commission of the member government through which this
application is made: YES ____ NO X
- c) Current beneficiaries of the program for which funds are requested: YES ____ NO X
- d) Paid providers of goods or services to the program or having other
financial interest in the program: YES ____ NO X

If you have answered **YES** to any question, **please attach a full explanation**. The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

Signature of Certifying Official

Date

Rowan County HOME Program Cabarrus/Iredell/Rowan HOME Consortium 2020-2021 Application



Data Source: Rowan County GIS

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 27, 2020
SUBJECT: Public Hearing for Financing of Capital Projects

The County has received financing proposals for the acquisition of technology and capital improvements for the Kannapolis City School System and the construction of a concessions stand at Dan Nicholas Park. Please hold the public hearing, accept the low bid received from U.S. Bancorp Government Leasing and Finance, Inc., approve the attached Resolution, Declaration and budget amendment, and authorize the Assistant County Manager/Finance Director to establish an escrow account for the loan proceeds.

ATTACHMENTS:

Description	Upload Date	Type
Financing Proposals for KCS and DNP	4/28/2020	Backup Material



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

James M. Howden, CPA
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

MEMORANDUM

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

FROM: Leslie E. Heidrick, Assistant County Manager/Finance Director *LEH*

RE: Public Hearing to Consider Financing Proposals for Kannapolis City Schools and Dan Nicholas Park Projects

DATE: April 27, 2020

The Finance Department recently requested and received installment financing proposals for the acquisition of technology and capital improvements for Kannapolis City Schools and construction of a concession stand at Dan Nicholas Park. The amount to be financed is \$1,600,000. The term is approximately five years. The County received four bids, which are summarized on the attached sheet. Also attached is a summary of the Kannapolis City Schools' projects. The Finance Department recommends the County accept the low bid received from U.S. Bancorp Government Leasing and Finance, Inc., with an interest rate of 1.649%.

A public hearing has been scheduled by the Board for May 4, 2020 for consideration of this financing.

Staff Recommendation: The Finance Department requests that the public hearing be held, the associated Resolution, Declaration and budget amendment be approved, and authorization be granted to the Assistant County Manager/ Finance Director to establish an escrow account for the loan proceeds.

Equal Opportunity Employer



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ROWAN COUNTY
INSTALLMENT FINANCING PROPOSALS
KANNAPOLIS CITY SCHOOLS / DAN NICHOLAS PARK
SUMMARY OF COMPETITIVE BIDS
April 24, 2020

	<u>Estimated Total Cost</u>	<u>Interest Rate</u>
U.S. Bancorp Government Leasing and Finance, Inc.	\$ 1,665,847	1.649%
BB&T Governmental Finance	1,680,035	1.870%
First Bank	1,700,410	2.500%
First National Bank	1,725,276	3.160%

Kannapolis City Schools' Capital Projects

Technology:

Remaining CTE renovations	\$	123,114.00
iPad/Chromebook purchase	\$	403,890.00
Replace Camera System (A.L. Brown)	\$	140,000.00
Replace projectors	\$	66,500.00
Promethean Boards purchase	\$	20,000.00
Subtotal	\$	753,504.00

Flooring repairs and renovations:

Replace carpet with tile	\$	122,000.00
Replace ceramic with tile	\$	124,496.00
Subtotal	\$	246,496.00

Grand Total	\$	1,000,000.00
--------------------	-----------	---------------------

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



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

Rowan County Board of Commissioners

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

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING CONTRACT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20 AND AUTHORIZING EXECUTION AND DELIVERY OF THE FINANCING CONTRACT

WHEREAS, Rowan County, North Carolina (the "County") desires to finance the acquisition of technology and capital improvements for the Kannapolis City School System (the "Technology Project") and the construction of a concession stand at Dan Nicholas Park in the County (the "Park Project," and collectively with the Technology Project, the "Project"); and

WHEREAS, the County desires to finance the Project by the use of an installment financing contract authorized under North Carolina General Statutes Chapter 160A, Article 3, Section 20 ("NCGS 160A-20"); and

WHEREAS, the County sent out a request for proposals for installment financing in the amount of approximately \$1,600,000 to various banks relating to the installment financing contract; and

WHEREAS, U.S. Bancorp Government Leasing and Finance, Inc. ("US Bancorp") submitted a proposal dated April 22, 2020 (the "USB Proposal"), pursuant to which US Bancorp would enter into an installment financing contract with the County in the amount of approximately \$1,600,000 to finance the Project (the "Contract"), to be secured by a security interest in the Technology Project for the benefit of US Bancorp; and

WHEREAS, as required by NCGS 160A-20, the County caused a notice of public hearing to be published in *The Salisbury Post* on April 23, 2020, for a public hearing to be held May 4, 2020, with respect to the financing of the Project through an installment financing contract; and

WHEREAS, the Board of Commissioners has this day held such public hearing, as evidenced by the minutes of this meeting; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute Chapter 159, Article 8, Section 151 prior to approval of the proposed contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 4th day of May, 2020, declares as follows:

1. The Board of Commissioners has determined that the most advantageous manner of financing the Project is by an installment financing contract pursuant to NCGS 160A-20. In support of thereof, the Board hereby makes the following findings of fact:

Equal Opportunity Employer



recycled paper

- a) The proposed contract is necessary or expedient because the Project will provide needed technology equipment and improvements within the Kannapolis City School System and will provide a needed concession stand in Dan Nicholas Park.
 - b) The proposed contract is preferable to a bond issue for the same purpose because of low fixed costs and favorable interest rates offered through installment contract financing compared to a bond issue. The cost of the proposed undertaking is \$1,600,000 and exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.
 - c) The sums to fall due under the Contract are adequate and not excessive for the proposed purpose based upon estimated costs received from the Kannapolis City School System and the County's architects.
 - d) The County's debt management procedures and policies are good because they are managed in strict compliance with the law, there have been no defaults on debt service payments and the County is well below its legal debt margin.
 - e) No increase in property taxes will be necessary to meet the sums falling due under the proposed contract.
 - f) The County is not in default in any of its debt service obligations.
 - g) The attorney for the County has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.
2. Pursuant to NCGS 160A-20, the County is hereby authorized to finance the Project by entering into an installment financing contract and such other document as may be required to create a security interest in some or all of the property financed to secure repayment of the financing.
 3. The County Manager, the Assistant County Manager/Finance Director and other appropriate officers of the County are hereby authorized and directed to file an application with the Local Government Commission for its approval of the financing of the Project in the amount of \$1,600,000, and to work with the Kannapolis City School System and its staff as to the implementation of the Technology Project, and the actions of the County Manager, the Assistant County Manager/Finance Director and other officers of the County in connection therewith are hereby approved and confirmed.
 4. The Board hereby accepts the USB Proposal, and authorizes and directs the County Manager and the Assistant County Manager/Finance Director, or either of them, to execute, acknowledge and deliver the Contract on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of Rowan County, North Carolina to the Contract and to attest the same.

5. Each of the County Manager and the Assistant County Manager/Finance Director is authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution or the Contract.
6. All other acts of the Board and the officers of the County which are in conformity with the purposes and intent of this Resolution, and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.

This Resolution is effective upon its adoption this 4th day of May, 2020.

The motion to adopt this Resolution was made by Commissioner _____,
seconded by Commissioner _____ and passed by a vote of _____ to _____.

Gregory C. Edds
Chairman, Board of Commissioners

ATTEST:

This is to certify that this is a true and accurate copy of this Resolution adopted by the Rowan County Board of Commissioners on the 4th day of May, 2020.

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Date

(SEAL)

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



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

Rowan County Board of Commissioners

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

ROWAN COUNTY, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, Rowan County, North Carolina (the "County") intends to provide financing for certain capital improvements for the Kannapolis City School System, including but not limited to improvements to existing school facilities (the "School Project");

WHEREAS, the County intends to provide financing for certain capital improvements for the County's park facilities (the "Park Project");

WHEREAS, the County has advanced and/or will advance its own funds to pay expenditures relating to the School Project and the Park Project, may borrow funds on a short-term taxable or tax-exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the "Original Expenditures") prior to incurring indebtedness and to receive reimbursement for such Original Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 4th day of May, 2020, does hereby declare as follows:

1. The County intends to utilize the proceeds of tax-exempt indebtedness or to incur other debt, to pay the costs of the School Project in an amount not currently expected to exceed \$1,000,000.
2. The County intends to utilize the proceeds of tax-exempt indebtedness or to incur other debt, to pay the costs of the Park Project in an amount not currently expected to exceed \$600,000.
3. The County intends that the adoption of this resolution be its declaration of official intent pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Treasury Regulations which may be promulgated hereafter, and is intended to expressly declare the County's intention to reimburse itself for the Original Expenditures heretofore paid or to be paid by the County, such reimbursement to be made with the proceeds of indebtedness to be incurred by the County.
4. All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursements must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.
5. This resolution will take effect immediately upon its passage.

The motion to adopt this Resolution was made by Commissioner _____, seconded by Commissioner _____ and passed by a vote of _____ to _____.

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer



recycled paper

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget for capital improvements for Kannapolis City Schools and Dan Nicholas Park

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Chaplain Michael Taylor
DATE: April 23, 2020
SUBJECT: Proclamation - Shield-A-Badge With Prayer

ATTACHMENTS:

Description

Proclamation

Upload Date

4/23/2020

Type

Cover Memo

**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, 10,500 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 4th day of May 2020.

Gregory C. Edds, Chairman
Rowan County 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: Chaplain Michael Taylor
DATE: April 23, 2020
SUBJECT: Proclamation - Law Enforcement Week

ATTACHMENTS:

Description

Proclamation

Upload Date

4/23/2020

Type

Cover Memo

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 10-16 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 10-16, 2020 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 13, 2020 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 4th day of May 2020.

Gregory C. Edds, Chairman
Rowan County 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: Aaron Church, County Manager
DATE: April 24, 2020
SUBJECT: Recommendation to Implement a Hiring Freeze

Please approve the below recommendation.

In an effort to maintain a balance of satisfactory service to the citizens and employees of Rowan County in the face of the economic impact of COVID-19, I recommend the implementation of an immediate hiring freeze. Department Directors may petition for exceptions to the hiring freeze by submitting the completed *Hiring Freeze Exception Request Form* to the County Manager's Office. An exception to the hiring freeze will be considered for positions that are critical to: citizen and employee personal health and safety; compliance with federal, State and local laws and regulations; and delivery of essential County services.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: April 24, 2020
SUBJECT: Budget Amendments

Please see the attached budget amendments.

Please approve the attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

4/28/2020

Type

Budget Amendment

MENTAL REQUEST FOR BUDGET ACTION

To disperse finds awarded from Delta Dental.

Reviewed:

Nina Oliver, MS
Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991



Rowan County Health Department
1811 East Innes Street - Salisbury, NC 28146-6030

April 21, 2020

Memo

From: Charles Drake, Local Health Administrative Services Manager

To: Finance Department

The requested Budget Amendment is to move awarded funds from Delta Dental into the allocated accounts so that the funds can be spent.

Kind Regards,

A handwritten signature in black ink, appearing to read "Charles Drake".

Charles Drake
Local Health Administrative Services Manager



March 13, 2020

Ms. Vera Avery
Rowan County Health Department
1811 East Innes Street
Salisbury, NC 28146

Dear Ms. Avery,

Congratulations!

On behalf of the Delta Dental Foundation (DDF), an affiliate of Michigan, Ohio, Indiana and North Carolina, I am pleased to inform you that your organization was among those selected to receive a 2020 Smiles for Kids Grant.

We received a large number of proposals again this year and were extremely impressed with the quality and scope of your proposal. A check in the amount of \$5,000 is enclosed.

In an effort to measure the impact that the DDF grants are having on the communities we serve, you will be asked to complete a short funding report within one year of receiving this grant. The information you provide will help the DDF to become more strategic in our giving efforts. An electronic copy of the reporting form can be found on our website at www.deltadentalinc.com/DDF.

Keep in mind that we love to hear your stories! Please share narratives from those that were positively impacted by this program. **We will be asking for this information on your final report along with media such as photos, press clippings and videos.**

We commend your dedication to the improvement of oral health and are very proud to support your efforts through our Smiles for Kids Grant program.

Sincerely,

A handwritten signature in dark ink, appearing to read "Holli Seabury", written over a horizontal line.

Holli Seabury, EdD
Executive Director, Delta Dental Foundation

Enclosures

4100 Okemos Road • Okemos, MI 48864 • 517-347-5333
www.deltadentalmi.com • www.deltadentaloh.com • www.deltadentalin.com • www.deltadentalnc.com
A 501(c) 3 non-profit corporation affiliated with Delta Dental of Michigan, Ohio, Indiana, and North Carolina

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To budget Watershed Restoration Project funds offered to Rowan County Soil & Water, under the Hurricane Florence Emergency Response Act.

BUDGET INFORMATION:

[illegible]



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

February 13, 2020

Mr. Chris Sloop
Rowan SWCD
2727-C Old Concord Road
Salisbury, NC 28146

NOTIFICATION OF FUNDING OFFER

Dear Mr. Sloop

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that \$19,000.00 for your project, Watershed Restoration Project, was approved under the Hurricane Florence Emergency Response Act.

Two original contract packets must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Heather Reichert
NC Department of Agriculture & Consumer Services, Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to Heather.Reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Watershed Restoration Project for restoring drainage and securing streambanks following recent storms.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

cc: Tara Tyson, Grants & Contracts Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
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