ROWAN COUNTY COMMISSION AGENDA
June 1, 2020 - 3:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc0601
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Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 955 1821 6748

Password: 06012020

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 May 18, 2020 Minutes

1 Consider Approval of Consent Agenda

A. Transit Vehicle Decals
B. Resolution to Adopt Iredell-Rowan Hazard Mitigation Plan
C. Detention Center Food Service Contract
D. Request to Extend the Due Date for Annual Performance Evaluations
E. Salisbury-Rowan Community Action Agency, Inc. Intent to Apply for Community Service Block Grant CARES NC Act Supplemental Funding for

FY 2020-22

F. Kannapolis City Schools - Equipment Lease 2020

G. WT Group Proposal and Agreement - ADA Self-Evaluation and Transition Plan

H. Purchase of Vehicle for the Rowan County Sheriff's Office

I. Schedule Public Hearing for Z 01-20 for June 15, 2020

2 Public Comment Period

3 Consider SNIA 01-20

4 Construction Bid and BA for the Dan Nicholas Park Concession Stand Project

5 Consider Approval of Board Appointments

6 6:00 P.M. Public Hearing For Proposed FY 2020-21 Operating Budget

7 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: May 20, 2020
SUBJECT: Consider Approval of the May 18, 2020 Minutes

ATTACHMENTS:

Description	Upload Date	Type
May 18, 2020 Minutes	5/26/2020	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 MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS
May 18, 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
Judy Klusman, Member
Craig Pierce, Member
Mike Caskey, Member

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

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
Chairman Edds added an Emergency Management Performance Grant Supplemental Application to the Consent Agenda as Item H.

CONSIDER DELETIONS FROM THE AGENDA
There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA
Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda as amended passed unanimously.

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CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the May 4, 2020 Commission Meeting carried unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA
Commissioner Klusman moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Greene and passed unanimously.

The Consent Agenda consisted of the following:

A. White Goods Grant Equipment
B. Tax Refunds for Approval
C. LSTA COVID-19 Response Mini-Grant
D. PORT Program Funding Grant
E. Woodson Foundation Grant Award for ROCOC
F. FY 2020 Vehicles Financing
G. Point of Contact for Annual Population Survey Estimates
H. Emergency Management Performance Grant Supplemental Application (addition to the Consent Agenda)

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 LAKE'
Scott Shelton, Vice President of the Economic Development Commission (EDC), presented the economic impact analysis for the potential location of Project Lake (Project) in Rowan County.

Mr. Shelton reported the company behind the Project was a pharmaceutical manufacturer interested in reactivating the former Ei Solutions facility located at 2865 North Cannon Boulevard in Kannapolis.

The company would initially use the facility to manufacture hand sanitizer and eventually transition to producing various generic drugs that would be available both over-the-counter and by prescription.

Mr. Shelton stated that if Rowan County was chosen, the company would create 388 new jobs over the next four (4) years. Some of the proposed job categories were Filling Team Members, Lab Technicians, Sales and Marketing Staff, and Facilities Technicians.

DRAFT

The company planned to invest approximately $14.1 million into the property through improvements to the facility and major equipment upgrades. The majority of the improvements would be completed by the end of 2021.

The company was also considering sites in South Carolina, Georgia and Virginia. Mr. Shelton reviewed the company's request for a Level 1 Grant under the County's Investment Grant Program and he also illustrated the projected revenue returns over a 10-year period. It was estimated the County would collect an estimated $824,505; disburse a $270,276 grant and retain an estimated $553,779 of new revenue.

Mr. Shelton said on May 26, 2020, the City of Kannapolis would also consider assistance for the Project through its Industrial Development Grant Program.

According to Mr. Shelton, the Company was seeking a One NC Grant and if approved, the Grant would be awarded to the County to disburse the funds as long as the Company met the job creation and wage requirements. The Board would also need to authorize the submission of a One NC Grant application to the State at a future meeting.

In addition, Mr. Shelton said a Building Reuse Grant was being pursued from the State for the Project. The Building Reuse Grant would help the Company with a variety of improvements to the building. Like the One NC Grant, the Board would also need to authorize submission of the Building Reuse Grant application at a future meeting. Mr. Shelton said the EDC would also request the County consider hiring a professional grant administrator at an estimated cost of no more than $12,500.

Commissioner Pierce inquired as to the salary ranges for the jobs and Mr. Shelton responded the average salary was $44,039 and above average.

Commissioner Caskey inquired as to the condition of the building. Mr. Shelton said the facility had been vacant since around 2018. The Company officials had seen the building and most improvements would be more along the line of upgrades.

In response to an inquiry from Commissioner Greene, Mr. Shelton discussed how the grant process would work if the Company did not fulfill its obligations as a grant recipient.

Chairman Edds referred to the new rulings from the legislature and Governor with regards to virtual meetings being held during the Pandemic. Chairman Edds said the Board would conduct the public hearing and leave it open for an additional twenty-four (24) hours to give citizens the opportunity to provide input. Chairman Edds said the Board would take a vote; however, it would be contingent on any additional comments that might be received. Barring any comments in the upcoming the 24-hour period, the Board would grant final approval at the Special Meeting to occur on May 27, 2020.

Chairman Edds opened the public hearing to receive citizen input regarding Project Lake. 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 approval of the investment grant as requested for Project Lake subject to the 24-hour additional period and final approval via the Consent Agenda on May 27, 2020. The motion was seconded by Commissioner Klusman and passed unanimously.

4. PUBLIC HEARING

Planning Director Ed Muire said the Commissioners had adopted the 2020-21 Funding Action Plan at its March 5, 2020 meeting with a goal to rehabilitate at least five (5) owner occupied single-family homes with funding allocated by the Consortium. After submittal of its Plan, the County received notice from the Consortium that funding had been reduced from the anticipated amount of $192,081 to $178,260.

Regardless of the funding reduction, Staff opinion was the scope of the FY 20-21 program would still allow for five (5) units to be rehabilitated. The Board approved the Salisbury Community Development Corporation (CDC) to administer the County's program.

Chairman Edds opened the public hearing to receive citizen input regarding the 2020-21 HOME Funding. With no callers wishing to address the Board, and no one having submitted concerns via email, Chairman Edds closed the public hearing.

Chairman Edds moved to approve the FY 2020-21 HOME Funding action plan; authorize the County Manager to sign the application as the Certifying Official; authorize the County Manager to sign all administrative documents associated with the program; authorize the County Manger to enter into a contract with the Salisbury CDC to administer the County's HOME Program for FY 2020-21. The motion was followed by a second from Commissioner Greene and carried unanimously.

Commissioner Greene expressed appreciation to Mr. Muire for his work with on HOME Program each year.

Chairman Edds said the vote would be subject to any comments received in the 24-hour period following the public hearing and final approval via the Consent Agenda on May 27, 2020.

5. PROCLAMATION – MENTAL HEALTH MONTH

Commissioner Klusman said she had placed the Proclamation for Mental Health Month on the agenda to create awareness of the importance of being mentally healthy, especially during this time of Pandemic.

Commissioner Klusman read the Proclamation as follows:

WHEREAS, mental health is an important part of overall health and well-being; and

WHEREAS, mental health includes our emotional, psychological, and social well-being, and affecting how we think, feel and act; and

WHEREAS, mental health determines how we handle stress, relate to others, and make healthy choices; and

WHEREAS, mental health is important at every state of life, from childhood and adolescence through adulthood.

NOW, THEREFORE, the Rowan County Board of Commissioners, does hereby proclaim the month of May as Mental Health Month and furthermore, encourages leaders of Rowan County and its citizens to learn more about mental illness so we may support those struggling with this illness, understand and learn how to help those as they try to live a safe and healthy life contributing to our community.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the Proclamation for Mental Health Month as read passed unanimously.

Chairman Edds said he had learned this week was the 46th Annual National EMS Week. Chairman Edds said in 1974 President Gerald Ford had authorized EMS Week to celebrate EMS practitioners and to recognize the importance of their duties. Chairman Edds praised all EMS workers, including Lennie Cooper, EMS Division Chief and Chris Soliz, Chief of Emergency Services, stating how much the citizens appreciated the work performed daily by all EMS staff.

6. REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECT TO DESIGN COVID-19 WORK/CITIZEN ENVIRONMENTS

County Manager Aaron Church said the purpose of the agenda item was to authorize the County Manager to release a Request for Qualifications (RFQ) for Architectural Services to design work environments that minimize as much as possible the transmission of COVID-19 between coworkers and citizens. Government Employees provide essential services that require frequent interaction with the public.

The RFQ will request that an architect submit qualifications to design, bid and manage construction. The renovations may include by will not be limited to installing safety glass, partitions, intercom systems and possibly drive through facilities. We expect that these services and subsequent construction action would be paid for with funding from the Coronavirus Relief Fund (CRF) established under the CARES Act.

Mr. Church confirmed to Commissioner Klusman that funds from the Act had to be spent specifically for COVID-19. Commissioner Klusman asked if funds could also be used for testing and Personal Protective Equipment (PPE) and Mr. Church said yes. Mr. Church said the funds were required to be obligated in December of this year.

Commissioner Pierce questioned if the architectural fees would come from the grant and Mr. Church responded it was anticipated the fees would be an allowable expense.

Commissioner Caskey referred to the different options, such as intercoms and putting glass between citizens and employees, and he asked if it was possible some of the

options could work dually for both COVID-19 and physical violence protection. Mr. Church said the architect would be tasked with minimizing the transmission of COVID-19.

Commissioner Pierce asked if the RFQ would be just for county office buildings or if it could also be for the schools. Mr. Church said the RFQ could potentially include municipalities if they were interested. Mr. Church asked Assistant County Manager/Chief Information Officer Randy Cress if he knew what the schools had received from the CARES Act.

Mr. Cress said he was aware the schools had received funding for technology but he did not have the exact details.

Commissioner Pierce asked if the funds were to be used for technology or for safety. Mr. Cress said the funds he was aware of were for technology but he could find out about the details for the other areas.

Commissioner Pierce said it would be helpful for the architect to know the scope of work before starting. Mr. Church explained the RFQ would address the design and renovation of government facilities. The scope would not be limited in the RFQ.

Commissioner Pierce moved to approve an RFQ for an architect to design COVID-19 work/citizen environments. The motion was seconded by Commissioner Klusman and passed unanimously.

7. SCHEDULE SPECIAL MEETING FOR MAY 27, 2020 AT 3:00 P.M.

According to the information in the agenda packet, the County received a letter from the North Carolina State Budget Director, which provided information about the Coronavirus Relief Fund (CRF). According to the letter Rowan County would receive $2,561,818.

Chairman Edds said the County Manager had requested the Board schedule a Special Meeting on May 27, 2020 at 3:00 p.m. to discuss and adopt a plan to be submitted to State by June 1, 2020. Chairman Edds said the Board would also need to add two (2) items to the Consent Agenda as discussed earlier in the meeting. The first item was to ratify the Board's approval of the Investment Grant for Project Lake. The second item was to ratify the Board's approval of the FY 2020-21 HOME Funding Plan.

Commissioner Klusman moved to schedule a Special Meeting on May 27, 2020 at 3:00 pm for the purposes outlined (as stated by Chairman Edds above). The motion was seconded by Commissioner Pierce and passed unanimously.

8. FINANCIAL REPORT

Assistant County Manager/Finance Director Leslie Heidrick highlighted several financial graphs depicting the following information:

- Annual Cumulative Current Year Property Tax Comparisons as of March 2020 – $84,576,418
- Annual Cumulative Sales Tax Comparisons as of January in FY '20 - $16,158,967
- Annual Cumulative Revenue Comparisons as of April 2020 - $127,826,108
- Annual Cumulative Expenditure Comparisons as of April 2020 - $122,695,118

9. PRESENTATION OF FY 2020-21 BUDGET AND SCHEDULING OF PUBLIC HEARING FOR PROPOSED BUDGET

County Manager Aaron Church presented the FY 2020-21 proposed budget. Mr. Church described the proposed budget as tight and conservative.

Mr. Church provided a power point highlighting the following information:

FY 2021 BUDGET

FUND 101	General Fund	$153,521,214
FUND 201	Fire District Fund	$6,608,824

NO TAX INCREASE RECOMMENDED

FUND 202	Emergency Telephone	$547,782
FUND 501	Risk Management Fund	$1,392,800
FUND 601	Landfill Fund	$9,612,166
FUND 603	Airport Fund	$4,581,965
FUND 605	Water Fund	$136,000
TOTAL		$176,400,751

Mr. Church discussed the budget requests that had been submitted versus what was recommended. The recommendation was a 4% reduction from last year.

FY 2020 Budget	$159,883,238
FY 2021 Requested	$215,839,302
FY 2021 Recommended	$153,521,214
FY 2021 Reduction	$6,362,024

With regards to revenue, Mr. Church and Assistant County Manager/Finance Director Leslie Hedrick addressed the following:

Property Tax Base	$13,760,000,000
Increase over last year	3.38%
Collection Rate DECREASE by	**-1.25%**
Recommended Tax Rate	65.75 Cents
Sales Tax	**-$2,500,000** or **-9.5%**

Mr. Church reported the recommended tax rate remained at 65.75 cents. Mr. Church said sales tax revenue projections were estimated to decrease 9.5% from last year's budgeted amount and a loss in revenue of $2.5 million.

Continuing with the power point, Mr. Church reviewed the following:

FY 21 CONTINUATION BUDGET HIGHLIGHTS

WEST END PLAZA

FY 2019 Balance	$1,532,998
FY 2020 Transfer	1,299,820
FY 2021 Transfer	1,440,160
Total of Transfers	$4,272,978

FY 2021 EXPANSION HIGHLIGHTS

Position Request	39
Requested Cost	$1,997,273
Positions Recommended	2
Recommended Cost	$111,320
COLA	$0
Health Insurance Adjustment	$752,378
Energov Assist Complete	$30,000
Eagle View Pictometry	$40,000
Independent Validation of EMS	$13,500
74 Streamlight Pro Tac Railmount	$7,992
NATO Ballistic Shields	$8,442
Two Annual Summer Camps	$3,000
RFID Security Gate	$14,811
Two RFID Work Stations	$2,710
Woodleaf Park Master Plan	$100,000

FY 2021 School Funding Current Expense

Rowan Salisbury Schools	-$363,918
Kannapolis City Schools	-24,105
Charter Schools	$747,694
Total Increase	$359,671

FY 2021 School Funding Capital Outlay

Local Option Sales Tax estimated decrease for Article 40 & 42

Rowan Salisbury Schools	-$421,022
Kannapolis City Schools	-$28,978
Total	-$450,000

FY 2021 School Funding New Debt Service

DRAFT

The budget did not include any additional debt commitments for Rowan Salisbury Schools, Kannapolis City Schools or Rowan Cabarrus Community College. All plans to build any new school facilities will be suspended if this budget is adopted. This includes all architectural and engineering designs.

In closing, Mr. Church repeated the budget was tight and conservative. Mr. Church said if the projected sales tax revenue was over-stated, a property tax rate increase would be required in FY 2022 to maintain the current services recommended in this budget. Mr. Church said the County's hiring freeze would remain in place until it was known whether the economy would improve.

The Commissioners expressed appreciation for the Department Directors, Finance Department Staff and Mr. Church for their work on the budget.

Chairman Edds said he would work with the Clerk to the Board on scheduling the public hearing and a work session for the Commissioners.

10. LITTER REPORT

Chairman Edds reported that Environmental Management Staff had removed 12,250 pounds of roadside bulk debris and litter from the two-week period beginning April 20, 2020 through May 1, 2020.

Chairman Edds said Rowan County law enforcement initiated twenty-four (24) case reports while investigating littering calls.

Commissioner Klusman encouraged citizens who were staying home during the COVID-19 Pandemic, to help clean up the litter in their respective neighborhoods.

11. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:31 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport and Transit Director
DATE: 5/12/2020
SUBJECT: Transit Vehicle Decals

Requesting review of the updated logo and decals for use on vehicles.

Approve for installation going forward as new and/or replacement decals.

ATTACHMENTS:

Description	Upload Date	Type
Proof of proposed decals	5/12/2020	Cover Memo

ROWAN TRANSIT SYSTEM
704-216-8899
www.rowantransit.com
SEAL OF ROWAN COUNTY
APRIL 12, 1753

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Chris Soliz
DATE: 5/18/20
SUBJECT: Resolution to Adopt Iredell-Rowan Hazard Mitigation Plan

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First adopted in 2010, the Iredell-Rowan Hazard Mitigation Plan is a key component of preparedness for emergency response to disasters from natural hazards. This plan provides historical context, current risk, and recommended actions for the county and municipalities within. The Plan is required to be renewed and adopted every 5 years in order to maintain eligibility for certain types of federal funding intended to help the county recover from disaster. Funded by North Carolina Emergency Management, the Plan is now due for renewal and requires formal adoption by the Board of Commissioners.

Rowan County Emergency Services respectfully requests the Board of Commissioners adopt the 2020 Iredell-Rowan Hazard Mitigation Plan and the Chairman of the Board of Commissioners sign the formal Resolution indicating the adoption.

ATTACHMENTS:

Description	Upload Date	Type
Recommendation for Adoption of 2020 Iredell-Rowan Hazard Mitigation Plan	5/18/2020	Cover Memo
Resolution Draft_Adoption of Iredell-Rowan Hazard Mitigatrion Plan	5/18/2020	Exhibit

ROWAN COUNTY EMERGENCY SERVICES
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 [f] 704-216-8921

To: Rowan County Board of Commissioners
From: Chris Soliz, Emergency Services Chief
Date: May 8, 2020
Re: Adoption of Hazard Mitigation Plan

Background:

On February 5, 2015 the Rowan County Board of Commissioners formally adopted the Iredell-Rowan Hazard Mitigation Plan. This plan provides comprehensive risk analysis and mitigation strategies for natural hazards expected to affect each county. Historical context, current risk, and recommended actions are provided for the county and municipalities within. The Plan is now due for renewal and adoption by the Board of Commissioners.

Discussion:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act requires state, local, tribal, and territorial governments to develop and adopt FEMA approved hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance.
2. Federal funding dependent on this adoption includes: Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Project Grant, Rehabilitation of High Hazard Potential Dam (HHPD) Grant Program, and certain Public Assistance opportunities.
3. Jurisdictions must update their hazard mitigation plans and re-submit them for FEMA approval every five years to maintain eligibility.
4. This 2020 update of the Iredell-Rowan Hazard Mitigation Plan has been completed in accordance with requirements in 44CFR Part 201; Mitigation Planning.
5. 44CFR, Part 201.6, iii(5) states, "Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted."

Recommendation:

Rowan County Emergency Services respectfully recommends adoption of the Iredell-Rowan Hazard Mitigation Plan in order to support the preparation and protection of this community against natural hazards.

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 OF ADOPTION

ROWAN COUNTY
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Rowan County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to thunderstorms, winter storms, hurricanes, tropical storms, drought, hazardous material incidents, dam/levee failure, wildfire, lightning, extreme heat, landslides, earthquakes, and erosion; *and*

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; *and*

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; *and*

WHEREAS, the Legislature of the State of North Carolina has in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214 --- Senate Bill 300 effective July 1, 2001), states therein in Item (a) (2) "For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after August 1, 2002, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act"; *and*

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; *and*

WHEREAS, the Rowan County Emergency Services Department has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; *and*

WHEREAS, it is the intent of the Board of Commissioners of Rowan to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Rowan County hereby:

1. Adopts the Iredell Rowan Hazard Mitigation Plan; *and*

2. Vests Rowan County Emergency Services with the responsibility, authority, and the means to:

   (a) Inform all concerned parties of this action.
   (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints the Rowan County Emergecy Services Department to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Board of Commissioners of Rowan County for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 1st day of June, 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: Finance Department
DATE: 5/22/2020
SUBJECT: Detention Center Food Service Contract

Please see the attached contract.

Please approve the attached contract with Trinity Services Group for food service at the Rowan County Detention Center.

ATTACHMENTS:

Description	Upload Date	Type
Trinity Services Contract - Detention Food Service 2020	5/26/2020	Backup Material

ROWAN COUNTY CONTRACT CONTROL FORM **Date:** _____

SECTION I - DEPARTMENT COMPLETES

Department: Sheriff's Office Account #: 1154420-533041 Amount: $1.40 per meal

Account #: _____ Amount: $ -

Total: $ -

Vendor name: Trinity Services Group Term Dates: 7/1/20 - 6/30/23

Contract description: Detention Center Food Service

POC name: Steve Sleigh Phone: 797-615-0517

POC email: steves@trinityservicesgroup.com

Vendor mail address: 477 Commerce Blvd., Oldsmar, FL 34677-3018 Vendor #: 15743

X New contract ___ Contract renewal Munis contract #: NA

___ Amendment to contract X Vendor signatures Munis BA #, if applicable: NA

Notes: _____

Department Head Initials: DS Date: 5/21/20

SECTION II - CONTRACT ADMINISTRATOR REVIEW

X Section I properly completed Y Requires Board approval (Y/N) 6/1/2020

___ Budgeted funds are available

Contract Administrator Initials: DS Date: 5/21/20

SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

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

IT Director Initials: NA Date: _____

SECTION IV - INSURANCE REVIEW

___ Hold contract pending receipt of Certificate of Insurance ___ Certificate attached and approved ___ No insurance required

Risk Manager Initials: _____ Date: _____

SECTION V - LEGAL REVIEW

___ Non-appropriation clause ___ Indemnity clause ___ Termination clause ___ E-verify clause

___ Approved as to form and sufficiency ___ If Board approval required, sent to Department for agenda item

Attorney Initials: _____ Date: _____

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

___ Budgeted funds are available ___ Contract has been pre-audited

Finance Director Initials: _____ Date: _____

SECTION VII - COUNTY MANAGER REVIEW

___ Contract has been properly signed by all parties

County Manager Initials: _____ Date: _____

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

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

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

Contract Administrator Initials: _____ Date: _____

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Rowan County, with principal offices located at 130 West Innes Street, Salisbury, NC 28144 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client has issued a Request for Proposal for Inmate Food Services at the Rowan County Main Detention Center and the Jail Annex ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to accept the Proposal and avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at Rowan County Main Detention Center and the Jail Annex (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the North Carolina Jail Standards regarding food service.

2.2. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.4. Client will reimburse Trinity for all paper products used during lock down events.

3.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

3.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Trinity shall indemnify the Rowan County Commissioners, Rowan County Sheriff, the Rowan County Manager and Rowan County employees on the terms related to indemnification stated in the RFP.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity shall obtain and maintain insurance as required by the terms of the RFP.

5.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years beginning on July 1, 2020. Thereafter, upon mutual agreement of the parties, the term of this Agreement may be extended for additional one (1) year terms from year to year.

6.2. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

6.3 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.4. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal,

or because of riots, war, public disturbances, shortages, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement including the RFP and Proposal constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement including the RFP and Proposal supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Rowan County Finance Department
Attn:
130 West Innes Street, Suite 110-120
Salisbury, NC 28144

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
1260 Andes Boulevard
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys

and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 14. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of North Carolina.

SECTION 15. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

SECTION 16. NON-APPROPRIATION CLAUSE

Trinity acknowledges that Client is a governmental entity, and the Agreement 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 Client's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Client thirty (30) days after written notice to Trinity of the unavailability and non-appropriation of public funds. It is expressly agreed that Client shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, 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 Client's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Client's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Client upon written notice to Trinity of such limitation or change in Client's legal authority.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Rowan County

By: _____

Printed Name: _____

Title: _____

Date: _____

Trinity Services Group, Inc.

By: David M. Miller

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: 5/21/20

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of the Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home data published by the Bureau of Labor Statistics in the month of June.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in

operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

SCHEDULE 1
SCALE

TRINITY SERVICES GROUP									
Rowan County Main Detention Center and Jail Annex									
INMATE POPULATION									
FROM		TO		Year 1		Year 2		Year 3
140	-	159	$	2.320	$	2.366	$	2.413
160	-	179	$	2.124	$	2.167	$	2.210
180	-	199	$	1.972	$	2.012	$	2.052
200	-	219	$	1.851	$	1.888	$	1.925
220	-	239	$	1.751	$	1.786	$	1.822
240	-	259	$	1.668	$	1.702	$	1.736
260	-	279	$	1.598	$	1.630	$	1.663
280	-	299	$	1.538	$	1.569	$	1.600
300	-	319	$	1.486	$	1.516	$	1.546
320	-	339	$	1.440	$	1.469	$	1.498
340	-	359	$	1.400	$	1.428	$	1.457
360	-	379	$	1.368	$	1.396	$	1.424
380	-	399	$	1.340	$	1.367	$	1.394
400	-	419	$	1.314	$	1.341	$	1.367
420	-	439	$	1.291	$	1.317	$	1.343
440	-	459	$	1.270	$	1.295	$	1.321
460	-	479	$	1.251	$	1.276	$	1.301
480	-	499	$	1.233	$	1.258	$	1.283
500	-	519	$	1.217	$	1.241	$	1.266
520	-	539	$	1.202	$	1.226	$	1.251
540	-	And over	$	1.188	$	1.212	$	1.236

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: May 22, 2020
SUBJECT: Request to Extend the Due Date for Annual Performance Evaluations

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Rowan County Personnel Policy 10.1 Annual Performance Evaluations requires Department Directors to submit annual employee performance evaluations by June 15 each year. Due to the COVID-19 pandemic, an extension of this due date is requested.

Please extend the due date of the 2020 annual performance evaluations from June 15, 2020 to July 15, 2020.

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: Dione Adkins-Tate, Executive Director

DATE: May 27, 2020

SUBJECT: Salisbury-Rowan Community Action Agency, Inc. Intent to Apply for Community Service Block Grant CARES NC Act Supplemental Funding for FY 2020-22

ATTACHMENTS:

Description	Upload Date	Type
Notice of Intent to Apply and Application for the Community Service Block Grant CARES NC Act Supplemental Funding	5/27/2020	Cover Memo
Document Submission Form	5/27/2020	Cover Memo

Salisbury-Rowan COMMUNITY ACTION AGENCY, INC.
1300 W. Bank St. • Salisbury, NC 28144 • Phone: 704-633-6633 • Fax: 704-633-5570

May 21, 2020

Rowan County Board of Commissioners
Rowan County Administration Building
J. Newton Cohen Sr. Room, 2nd Floor
130 W Innes Street
Salisbury, NC 28144

Re: Notice of Intent to apply for the Community Service Block Grant CARES NC Act Supplemental Funding

Dear Board of Commissioners:

The Salisbury-Rowan Community Action Agency, Inc. intends to apply for the Community Service Block Grant CARES NC Act Supplemental Funding for fiscal year 2020-2022. The total amount of funding being requested is $701,028.00. Rowan County will receive $334,229.00 of the total funding amount.

The funds will be used to support the agency's COVID-19 response and recovery efforts. Through these efforts, services will be provided to individuals and families whose economic circumstances have been adversely impacted and who have immediate needs due to COVID-19.

As required by the Office of Economic Opportunity, Community Action Agencies receiving CARES NC funding must provide a completed copy of the Application for Funding to local boards of commission and submit documentation of delivery (return mail receipt, signature of county staff noting receipt, electronic mail acknowledging receipt) to the Office of Economic Opportunity. The purpose of the notice of intent is to inform the board of funding provided to the county by way of the Community Action Agency Network.

Respectfully,

Dione Adkins-Tate
Executive Director
Salisbury-Rowan Community Action Agency, Inc.

Community Services Block Grant Program

CARES NC Application

Agency Information			
Agency:	Salisbury-Rowan Community Action Agency, Inc.		
Agency:	Salisbury-Rowan Community Action Agency, Inc.		
Federal I.D.	560840196		
DUNS Number:	170667315		
Administrative Office Address:	1300 W. Bank Street Salisbury, NC 28144-3910		
Mailing Address (include the 4-digit zip code extension):	1300 W. Bank Street Salisbury, NC 28144-3910		
Telephone Number:	704-633-6633		
Fax Number:	704-633-5570		
Proposed Funding:	**CARES NC Funding Allocation $701,028**		
Application Period:	**Beginning:** July 1,2020	**Ending:** September 30, 2022	
Board Chairperson:	Wendell Fant		
Board Chairperson's Address: (where communications should be sent)	1300 W. Bank Street Salisbury, NC 28144-3910		
Board Chairperson's Term of Office (enter beginning and end dates):	Date Initially Seated – July, 2017 Current Term Expiration – July, 2020		
Executive Director:	Dione Adkins-Tate		
Executive Director Email Address:	dioneadkins@srcaa.com		
Agency Fiscal Officer:	Tanya Branch		
Fiscal Officer Email Address:	tanyabranch@srcaa.com		
CSBG Program Director:	Sherry M. Tillmon		
CSBG Program Director Email Address:	sherrytillmon@srcaa.org		
Counties Served with CARES NC funds:	Rowan County Cabarrus County		
Agency Operational Fiscal Year:	2020-2022		

CARES NC Program
Application for Funding
Certification and Assurances

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on _____ for the planning process for the CARES NC Program and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
May 13, 2020	Cabarrus County	May 19, 2020	Rowan County

Section 5: Project Identification

1. Project Name:	Community Services Block Grant (CSBG) NC CARES Supplemental Funding Project			
2. Objective Statement:	To provide support and comprehensive services to assist one-hundred sixty (160) new individuals/families whose circumstances have been adversely impacted by COVID-19 by September 30, 2022.			
3. CARES NC Funds Requested for this Project:	**$701,028**			
4. Project Period:	7/1/2020	To	9/30/2022	
5. Total Number Expected to Be Served: 160				

Section 6: Two-Year CSBG Program Objective and Activities

Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
Low-income participant families are in need of Community Action services and support	Provide supportive services, referrals and goal planning assistance to support low-income families and individuals	160 low-income families and individuals will be served by Community Action	7a, 7z.1	Director of Family Services, Case Manager
Homeless low-income participant families need to obtain standard housing	Provide supportive services, referrals and goal planning assistance to assist participant families with securing standard housing	10 low-income families or individuals will secure standard housing	4b, 4c, 4d	Director of Family Services, Case Managers
Low-income participant families need to emergency/crisis assistance	Provide supportive services, and referrals to provide participant families with emergency assistance	160 low-income individuals and families will be provided with emergency assistance	3a, 3b, 4a, 4e	Director of Family Services, Case Managers

Use the table below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CARES NC contract.

CSBG grantees administering CARES NC projects are required to enter program targets in Table 1. Grantees have the flexibility to enter specific program targets based upon the community needs assessment.

Table 1 **Outcome Measures for Project 1 (enter project name)**	
Measure	**Expected to Achieve the Outcome in Reporting Period (Target)**
The number of participant families served.	**160**
The number of low-income participant families rising above the poverty level.	
The number of participant families obtaining employment.	
The number of participant families who are employed and obtain better employment.	
The number of jobs with medical benefits obtained.	
The number of participant families completing education/training programs.	
The number of participant families securing standard housing.	**10**
The number of participant families provided emergency assistance.	**160**
The number of participant families provided employment supports.	
The number of participant families provided educational supports.	

COVID-19 Community Needs Assessment

Update Template & Data Resource Guide

Included within this document is a Community Needs Assessment template for use by local Community Action Agencies as an addendum to their full Community Needs Assessment in response to the COVID-19 global health pandemic. This document can serve as a foundation to the use of the special supplemental CSBG funding. Within the template is pre-filled text accompanied by places to insert local data and examples. Following the template is a data resource guide for easy access to data and resources to utilize within the template.

Initial Release Date 4/14/20. This document may be updated as the pandemic progresses. Please visit https://communityactionpartnership.com/guidance-and-resources-for-managing-coronavirus-risks/ for more information.

This publication was created by National Association of Community Action Agencies – Community Action Partnership in the performance of the U.S. Department of Human Services, Administration for Children and Families, Office of Community Services Grant Number 90ET0469. Any opinion, findings, and conclusions, or recommendations expressed in this material are those of the authors and do not necessarily reflect the views of the U.S. Department of Health and Human Services, Administration for Children and Families.

COVID-19 Community Assessment Update

April 2020

This update to the Salisbury-Rowan Community Action Agency Inc. Community Assessment was completed in April 2020 in response to the COVID-19 global pandemic.

I. Background

This Community Assessment Update is in response to a global health pandemic that has not only affected every community in the United States but has also led to the most significant economic disruption since the Great Depression. This assessment is an initial effort to capture some of the emerging needs in the community as well as to forecast how those needs may evolve over the coming weeks and months.

In December 2019, the novel coronavirus disease of 2019 (COVID-19) was discovered to be the causative agent for acute respiratory and flu-like symptoms and began infecting increasing numbers of people in the Wuhan Province of China. The first case in the United States was confirmed by the Centers for Disease Control and Prevention on January 22, 2020. Despite efforts to contain the virus, by March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. By March 17, 2020, all 50 US States had confirmed cases of the virus.

Because of the highly contagious nature of COVID-19, the alarmingly high rate of fatalities associated with it and the lack of a vaccine or treatment, the only effective way to prevent mass illness is through restricted travel, physical distancing, frequent hand washing, coughing in elbows, not touching the face, and staying at home. By mid-March 2020, with the virus clearly past the stage of effective isolation and contact tracing, local, state and federal public health officials recommend extreme measures to minimize a public health catastrophe: mass quarantine, physical distancing, and a virtual lockdown of all public gatherings and economic activity.

While all types of people are getting sick from the disease, older adults and people of any age who experience serious underlying medical conditions, many which are more prevalent in African American communities, and, to some extent, Latinx and Native American communities, are at increased risk for severe symptoms from COVID-19. Persons of color, immigrants, and women are also disproportionately impacted by underlying health conditions linked to poverty, face discrimination in medical care, and are more likely to work jobs that require them to leave their homes. Also, persons with disabilities or chronic conditions are more vulnerable to COVID-19 due to their inability to thoroughly isolate themselves (need for hands-on care), physical impairments, environmental barriers, or interrupted services. The following additional populations experience differential exposure and extensive corresponding implications as a result of the pandemic: frontline workers, persons

experiencing homelessness, gig-economy workers, low-income communities under quarantine, especially in urban settings, rural communities, tribal communities, incarcerated persons and returning citizens.

Children, families, individuals, and Community Action Agency staff may experience heightened stress, anxiety, and trauma as a result of the COVID-19 crisis. Loss of income, growing childcare needs, heightened food insecurity, housing and energy instability, lack of access to transportation, lack of basic supplies, and increased domestic violence are growing factors as the crisis unfolds.

Because of the urgent and widespread needs affecting all sectors of the community, this Community Assessment update is intended to provide some initial information to describe the scope of this crisis on our community and to support the many different responses that will be required to address emerging, evolving needs. It is likely that as needs evolve, some of those needs will not be captured in this update and therefore some necessary community responses may not connect to the needs identified in this document.

The *community* assessed in this document, related to the below information, is defined as the following:

Rowan County- located in the Piedmont region of North Carolina spans an area of 524 square miles. Other communities in the county include Spencer, East Spencer, China Grove, Bear Poplar, Mount Ulla, Millbridge, Faith, Craven, and part of Kannapolis, extending up from Cabarrus County. (rowancountync.gov)

16.8% of the population for whom poverty status is determined in Rowan County, NC (22.6k out of 135k people) live below the poverty line, a number that is higher than the national average of 13.1%. The largest demographic living in poverty are Females 25 - 34, followed by Females 35 - 44 and then Females 55 - 64. (datausa.com)

Cabarrus County- Located in South Central North Carolina, Cabarrus County spans an area of 364.39 square miles and is bordered by Stanly, Union, Mecklenburg, Iredell and Rowan counties. Cabarrus is largely urban, but includes a significant number of rural pockets across the county. Cities and towns in Cabarrus include Concord, Harrisburg, Kannapolis, Mount Pleasant, and Midland. (carolana.com/NC/Counties/cabarrus_county_nc.html)

11.5% of the population for whom poverty status is determined in Cabarrus County, NC (22.5k out of 195k people) live below the poverty line, a number that is lower than the national average of 13.1%. The largest demographic living in poverty are Females 25 - 34, followed by Females 18 - 24 and then Females 35 - 44. (datausa.com)

The issues that exist in both service areas are: The community lack employment opportunities, individuals lack education necessary to quality for better employment and job skills training is needed for an under skilled workforce.

The needs assessed will inform services to those affected by the crisis. It is significant to note that Congressional action will permit FY20 and special supplemental CSBG funding to serve families at or below 200% of the federal poverty level (as defined by the US Census Bureau). Specific programs or strategies will target the demographic groups most affected. Given persons of color are being disproportionately affected by both the health crisis and by the resulting economic disruption, an equity lens must be used to view current and emergent needs related to this crisis.

II. Local Public Health Response

On 3/3/20, the state of NC identifies is first case of Covid 19 (NCDHHS). On 3/27/20, Governor Roy Cooper ordered people in the state of North Carolina to stay at home for thirty days, until April 29, 2020, in another step

to slow the spread of the COVID-19 coronavirus. The Order directs people to stay at home except to visit essential businesses, to exercise outdoors or to help a family member. Specifically, the order bans gatherings of more than 10 people and directs everyone to physically stay at least six feet apart from others. The Order also provides for essential businesses to continue to operate while prioritizing social distancing measures. The Order has the force of law and will be enforced in all 100 counties statewide. (NCDHHS)

Cabarrus County:

On 3/12/20 Cabarrus County, N.C. Health officials announced their first positive COVID-19 case. Elected officials with Cabarrus County, the cities of Concord and Kannapolis, and the towns of Harrisburg, Midland and Mt. Pleasant announced a Stay-at-Home Proclamation for residents that took effect March 26 at 5 p.m. (Cabarrus Health Alliance). All public and private gatherings of more than 10 people are prohibited, except for the limited purposes permitted by this Proclamation. Nothing herein prohibits the gathering of members of a household or residence. (https://www.cabarruscounty.us/resources/emergency-stay-home-proclamation-2020-03-26)

- Cabarrus County- leaders implemented additional measures to help protect susceptible populations and employees from COVID-19. Effective Thursday at 5 p.m. on 3/15/20 and until further notice, the County closed the following facilities to members of the public who do not have appointments: Government Center, Human Services Center, Cooperative Extension Office, Board of Elections and Veterans Service offices, County parks will remain open for passive activities. The County closed its library and senior center facilities. (Cabarrus County.gov) A stay at home order was issued on 3/26/20 for the residents of Cabarrus County (FOX 46 Charlotte)

Rowan County:

Based on reports received from WCNC, on 3/18/20 Rowan County, N.C. Health officials announced their first positive COVID 19 case. As compared to neighboring Mecklenburg County who's first Covid 19 case was announced on 3/11/20. As of 3/28/20, Mecklenburg county Covid 19 cases were on the rise to 303 cases. (https://www.mecknc.gov/news/Pages/Data-for-Mecklenburg-County-COVID-19-Cases-Reported-as-of-March-28.aspx)

- Rowan County- Implemented the following measures to help protect populations from Covid 19: The Salisbury Customer Service Center lobby is CLOSED until further notice, All Parks and Recreation facilities, basketball courts, tennis courts, park shelters and playgrounds are CLOSED until further notice - parks and greenways still open, The Salisbury Police Department is closed to walk-in's but still providing services, City Hall is CLOSED. (SalisburyNC.gov)

As a result of this unprecedented public health crisis, Salisbury-Rowan Community Action Agency Inc. is updating its Community Assessment because there is currently a significant impact on the community, and a number of short-, intermediate- and longer-term impacts are expected.

III. Immediate impacts on the community

The immediate impacts of COVID-19 have been felt across all sectors of society. In particular, some of the greatest impacts relevant to the Community Action Network have been in the areas of health, education, employment, human services provision, and community resources. In this community, vulnerability is highest in the following areas:

Nationwide, early data suggest that the following groups have experienced disproportionately higher rates of infection and/or complications/death as a result the COVID-19 pandemic:

Cabarrus County:

Effective 4/22/20 total Covid 19 cases for Cabarrus County is 232 with 7 deaths (267 for the state of NC). (Cabarrus Health Alliance)

- Males- of the 232, 84 are male.
- Individuals 60+ years' old- 93 are over 60+.
- People of color, particularly African Americans- of the 232, 57 were African Americans and 46 were classified as other.
- As reported by WCCB of Charlotte, All deaths occurred among adults with underlying chronic illnesses. Almost all were among older adults (≥ 60 years) and hospitalized. Nearly 3 in 5 were male, and half were non-Hispanic Black. Individuals who have chronic illnesses like heart disease, respiratory illnesses, diabetes, and hypertension are more likely to experience severe complications and death due to COVID-19. Persisting disparities in rates of these chronic illnesses and adequate access to health resources among non-Hispanic.

The areas of vulnerability within Cabarrus County has a total population of 3,196 (211,342 population for Cabarrus County). 60.11 % of that population falls below the 200% poverty level. 35.5% of that population is African American. 10.19 % of that population is 65 and up per American Community Survey.

Cabarrus County's Covid 19 cases may appear small as compared to the identified cases in Mecklenburg County. However, due to the close proximity of the counties, it's very likely the case numbers could increase due to the geographical location. Cabarrus County boarders Mecklenburg County and many residents cross county lines daily for employment as well as many other reasons. As of 4/20/20, there were 1,231 Mecklenburg County residents diagnosed with COVID-19 with 31 related deaths. Twenty-nine deaths due to COVID-19 occurred among reported cases. All deaths occurred among adults with underlying chronic illnesses. Almost all were among older adults (≥ 60 years) and hospitalized. Nearly 3 in 5 were male, and half were non-Hispanic Black. (mecknc.gov) Total distance from Cabarrus County to North Charlotte-Mecklenburg County is 13.9 miles one way.

Rowan County:

Effective 4/22/20, total Covid 19 cases for Rowan County is 276 with 20 deaths. (Rowan CountyNC.gov)

- Males- of the 276 total count, 121 are male.
- Individuals 60+ years old- 128 cases are over 65
- People of color, particularly African Americans- of the 276 cases, 67 are African Americans and 33 are classified as other.
- As reported by WBTW of Charlotte, All deaths occurred among adults with underlying chronic illnesses. The majority of the deaths have occurred in congregate facilities such as area nursing homes. Almost all were among older adults (≥ 60 years) and hospitalized. Individuals who have chronic illnesses like heart disease, respiratory illnesses, diabetes, and hypertension are more likely to experience severe complications and death due to COVID-19.

The areas of vulnerability within Rowan County has a total population of 58,173 (396,510 total population for Rowan County). 14.88 % of that population falls below the 100% poverty level. 9.97% of that population is African American.18.1 % of that population is 65 and up per American Community Survey.

Rowan County's Covid 19 cases may appear small as compared to the identified cases in Mecklenburg County. However, due to the close proximity of the counties, it's very likely the case numbers could increase due to the geographical location. As of 4/20/20, there were 1,231 Mecklenburg county residents diagnosed with COVID-19) with 31 related deaths. Twenty-nine deaths due to COVID-19 occurred among reported cases. All deaths occurred among adults with underlying chronic illnesses. Almost all were among older adults (≥ 60 years) and hospitalized. Nearly 3 in 5 were male, and half were non-Hispanic Black. (mecknc.gov). Total distance from Rowan County to North Charlotte- Mecklenburg County is 39.23 miles one way.

The following outlines the variety of impacts to the local community thus far:

Health impacts:

- Individuals over 60, especially those with underlying health conditions have been shown to be at particular risk for severe health implications from COVID-19.

  Cabarrus County

  The Charlotte Observer reported several deaths occurred at a skilled nursing and rehab center in Cabarrus County along with many other ill patients at several nursing facilities within the county. The average age of those who perished was 88. As reported in the Independent Tribune, Atrium Health continues to implement plans for the increased impact COVID-19 will have on the community. They are also coordinating and working with every hospital in their system to prepare for the anticipated influx of COVID-19 patients in the weeks ahead. This includes decreasing non-essential appointments and procedures early on, our emphasis on virtual health visits and identifying extra available space for patients.

  Rowan County

  WSOC TV-Charlotte have reported several deaths occurred at a skilled nursing facility and a Veteran's home in addition to many other confirmed cases at the facilities. All patients were in the high risk category due to age and underlying medical conditions. The number of patients going through the Emergency Department has dropped by 25 percent in recent weeks, and one-third of in-patient beds are empty to prepare for a possible surge in COVID-19 patients as reported by WRAL-5.
- Community health resources will be stretched thin as resources devoted to those sick with COVID-19 will limit resources available to others.
- Nurses and nursing assistants in affected areas will be offered needed temporary positions at the health system's hospitals. As the number of COVID-19 patient's increase, the health system anticipates a temporary increased need for staffing in a multitude of areas across the health system as reported by WRAL
- Mental health resources will need to be available in new and increased ways to deal with the many different stressors/traumas caused by the pandemic, especially its impact over an extended time period.

- The North Carolina Department of Health and Human Services has two new mental health resources to support all North Carolinians throughout the COVID-19 crisis.
- The Hope4NC Helpline connects North Carolinians to additional mental health and resilience supports that help them cope and build resilience during times of crisis. Hope4NC is now available 24 hours per day, seven days a week to speak to a live person.
- The Hope4Healers Helpline provides mental health and resilience supports for health care professionals, emergency medical specialists, first responders, other staff who work in health care settings and their families throughout the state who are experiencing stress from being on the front lines of the state's COVID-19 response. Hope4Healers is also available 24 hours per day, seven days a week for people to reach out for support. (Rowan County Public Health)
- Cardinal Innovations Healthcare – Services are available to help people with mental and behavioral needs get the services and supports they need to be well throughout this Pandemic crisis. They are able to provides services to all residents in Cabarrus and Rowan counties and available 24/7 Access and Crisis call center. (DHHS.org)
- Due to the recent and rapid approach of Covid 19 in the service areas, there is no data to indicate the impacts of Covid 19 and Mental Health and its resources. Governor Cooper has developed a research partnership with several universities within NC to assess changes in COVID-19 prevalence in Cabarrus counties as well as other counties within NC. To gain a better understanding of peoples' symptoms, the researchers plan to conduct a survey every two weeks – over the next several months – that will ask participants about a wide variety of topics, ranging from their social distancing behaviors and illnesses in their family to the economic and mental health impacts of the COVID-19 pandemic. https://wcti12.com/news/state-news/nc-health-officials-report-almost-400-new-covid-19-cases-19-additional-deaths
    - Nutrition for school-aged children previously accessing free/reduced breakfast, lunch, and snacks is impacted as many are now removed from that food source due to school closures.
- Many families throughout the county rely on schools to provide free or low-cost meals. With the school closings, this is no longer available to children which has resulted in many underprivileged children not getting school meals, Effective Monday, March 16, 2020 all meals have been prepared for Head Start and Early Head Start children in the Rowan and Davidson counties and are being delivered by the Head Start/Early Head Start transportation and nutrition staff.
- School systems within the service area Nutrition Program is providing meals to children ages 1-18 during school closure. The meals are available at sites throughout both Cabarrus and Rowan communities. (www.cabarrus.k12.nc.us.)
- In Rowan County, Meal delivery to children began on March 17th, via yellow school buses following daily routes - on a 3-hour late start schedule. Car-rider lines are open for drive through pick up. This service is available Monday-Friday for children 18 and under. Children receive lunch along with a breakfast for the next morning. Meals are free of charge. (rssed.org). As reported by WBTV 3, Rowan-Salisbury School system have decreased the daily meal deliveries in order to limit exposure to COVID-19. Effective April 13, Wednesday and Friday has been removed from the schedule and there will be no increase to the number of meals being served on the remaining three days. Two breakfasts and two lunches will no longer be served to students. (wbtv.com)

- Employment impacts:

- Individuals in the health care field are at high-risk of exposure to COVID-19 and are under tremendous stress due to additional work hours and challenging work conditions. In particular many of those workers with close, frequent contact with vulnerable individuals are lower-wage individuals.
- To maintain the safety of frontline emergency workers and the community, Cabarrus County has implemented the following measures: 911 dispatchers ask callers if they exhibit symptoms so responders can properly prepare with personal protective equipment (PPE), Masks are used for responders and patients on all other calls. Responders receive daily temperature screens and symptom checks, Cabarrus County EMS has an adequate supply of PPE, including N-95 masks and gowns, for the projected numbers of cases in the County. The County's Emergency Management department is working to secure additional PPE for ongoing needs related to the pandemic. Cabarrus County Board of Commissioners unanimously approved support for employees who need time off to manage health consequences related to COVID-19 transmission through County business. The support goes beyond measures outlined in the Families First Coronavirus Response Act, including: 80 hours of emergency sick pay to cover an employee's first quarantine period, Discretionary pay to cover subsequent quarantine periods, County Manager authority to review and approve quarantine pay for employees who are not first responders, but are exposed through the course of their work. (CabarrusCounty.Us)

  N.C. Rep. Wayne Sasser, whose territory extends into Rowan believes the COVID 19 situation is constantly changing, but the counties are prepared as stated in the Salisbury Post. Rowan County Health Department will continue to work in collaboration with Novant Hospital in compliance with all State and Federal rules, regulations and laws to ensure all first responders are safe and protected. Rowan-Cabarrus Community College Donated medical masks, gloves and other PPE to Atrium Health, Novant Health and the W.G. "Bill" Hefner VA Medical Center. (RCCC.edu) There is no other relevant data at this time indicating health care challenges within the service areas.

- Individuals in the educational field – especially teachers and assistants in Head Start and Early Head Start as well as other early childhood care settings – are working remotely due to school shutdowns. Lower-wage workers in these fields are more vulnerable to layoffs and/or may lack the technology resources in their home to work remotely.

- On 3/18/20 Head Start Lead Teachers and Center Managers were required to work at home up to 4 hours daily calling program participants, and documenting needs and barriers in data bases in preparation to carry out the aftermath follow up plan. The teachers will prepare and send supplemental activities to parents for the students. Effective 3/16/20, Nutrition and Transportation staff as well as custodial staff who have committed to prepare and assist with meal delivery will report to work during scheduled delivery and preparation times.

- Individuals in many sectors of the economy – but particularly the service sector, the retail sectors, gig economy, and others most affected by quarantine policies – are currently

experiencing sudden and unexpected unemployment. Some are unaware of resources available to them and their families as they are experiencing unemployment for the first time.

- Since the onset of the Coronavirus pandemic in the local service areas as well as the world, there has been an increase in business closures with the exception of essential businesses. To reduce the spread of coronavirus disease 2019 (COVID-19), nearly all states have issued stay-at-home orders and shut down establishments deemed nonessential. (bls.gov) Many businesses have been forced to furlough and layoff their employees because of the closings.

  As highlighted in The Employment Situation news release, total nonfarm payroll employment fell sharply in March (-701,000), reflecting the effects of the coronavirus and efforts to contain it. About two-thirds of the drop occurred in leisure and hospitality, mainly in food services and drinking places. Notable employment declines also occurred in health care and social assistance, professional and business services, retail trade, and construction. The average workweek fell by 0.2 hour to 34.2 hours in March. The decline in the workweek was most pronounced in leisure and hospitality, where average weekly hours dropped by 1.4 hours. https://www.bls.gov/news.release/empsit.nr0.htm

  Since the Coronavirus pandemic, the Department of Labor has received unemployment claims from 288,665 individuals. $652, 391, 890 have been paid in unemployment claims for the state of NC. From March 13th- April 23rd, there has been 733,917 (des.nc.gov)

  As stated in the Independent Tribune, the impact to the county's hospitality industry has been noticeable due to the COVID-19 pandemic. Many of the restaurants in the service areas are offering curbside pickup, takeout and delivery options. Some of the caterers have gone to preparing pickup family meals for those who don't want to cook.

- Educational impacts:
  - Closings of public schools in the Community Assessment area are having an immediate impact on children's education. Children with less access to resources (broadband internet, computers/tablets, technology expertise, language barriers, etc.) are most at-risk for suffering learning loss during a potentially protracted period of school closure.
  - On March 15, 2020 Governor Roy Coopers ordered a closure of K-12 public schools statewide for in-person instruction through May 15.
  - Cabarrus County schools are providing opportunities for their employees to continue working. They are doing that in a number of ways – offering staggered schedules, alternative work locations to comply with social distancing guidelines, working from home (where applicable) and teleconferencing/virtual meetings. (www.cabarrus.k12.nc.us.)
  - In Rowan County, K-2 were provided additional take home reading materials and packets with activity assignments. As a part of the preparation, schools were encouraged to send home packets of books and other essential learning materials. E-learning began for students on March 19th. Included in this framework are learning opportunities specifically designed for the special needs students (EC-Exceptional Children) and as well as the EL-English Language Learners. Students in grades 3-12 are able to take their electronic devices home to complete all school work. With the support of partnerships throughout the county, the staff is exploring off-

campus connectivity options through various different means such as hotspots and even the option to open up WiFi at school facilities during specific times during the day. Rowan County Schools have a grant that can provide internet hotspots for all of the 9-12 grade students who do not have access to internet in their homes. The WiFi accessibility at schools will allow families to travel to schools, remain in their vehicles and connect to the internet. (rssed.org)

- On March 30th, Cabarrus County, teachers and students begin practicing how to teach and learn in a virtual environment. The service area school systems are offering students opportunities to supplement their learning while they are at home. Information can be assessed from the school's district website. To ensure that students without access to technology at home received a Chromebook. (www.cabarrus.k12.nc.us.)
- Caregivers of school-age children must secure day care arrangements for their children or sacrifice employment to care for their children. These same caregivers are also expected to be primary teachers for their children during the period of the closure. Parents with limited resources face numerous challenges as a result of this situation.

- Impacts on human services provision:
  - Services to vulnerable populations are being curtailed or drastically changed. Some service providers are not operating, leaving gaps in services to the community. Other service providers have had to alter their service provision in significant ways, leaving some family needs unmet. Finally, for those service providers continuing to operate, the changed circumstances have required significant, immediate adaptations that will require additional resources to support over a longer period of time:

- Rowan County- Duke Energy, The City of Salisbury, and Piedmont Natural Gas have made the decision to temporarily suspend all utility disconnections. Rowan Helping Ministries are available to assist families that are at risk of eviction as well as providing food pantry services. To help families' access food during the COVID-19 pandemic, the North Carolina Department of Health and Human Services is temporarily increasing benefits for March 2020 and April 2020 to current Food and Nutrition Services (FNS) recipients in North Carolina. (rowancountync.gov) Salisbury Transit has suspended bus services on until further notice, starting 3/28/2020. Beginning Tuesday, March 24, 2020 at 8 AM, access to the Health Department will be limited to the badge access only doors on the side of the building. Rowan County Health Department staff will start performing COVID -19 screening for each staff member reporting to work and each client for an appointment. No walk-in appointments for WIC or dental clinic. Care Management staff will continue services via phone communication only. (rowancountync.gov)

- Cabarrus County- Department of Human Services provides services to the public through the vestibule that's open to pick up applications and obtain information from the virtual greeter. Customers can still apply for Emergency Assistance or Crisis Intervention and can assess those services by calling the DSS and submit an application for services. Interviews will be conducted by phone once the applications are received the completed application has been returned by mail. Customers can also apply for food and nutrition services on line as well as other needed services. Contact information and processes are listed on the cabarruscounty.us website. Business leaders and government officials in both service areas are exploring ways to support employees while continuing to deliver excellent service to the community. This includes working remotely where applicable, virtual training and staff development. Technology

allows staff to meet, share information and video conference with colleagues and citizens in real-time. (CabarrusCounty.Us.) (Rowancountync.gov)

- Rowan-Salisbury Community Action Agency closed its doors to the public effective 3/16/20 in the efforts of decreasing the spread of Covid 19. The Family Development staff began to work remotely to assess the needs of consumers enrolled in the program all while preparing to assist in meeting the needs of the community once the county is back open and agency services resume. Currently an application for services is listed on the agency's website to initiate the process for eligibility determination for consumers seeking services.

- Community resource impacts:
  - The impacts of COVID-19 on community resources are numerous and include a reduction in the availability of resources (access to group activities, commercial services), a scarcity of some resources (health care, food and emergency supplies) and/or needs for resources that have not previously been required in this community in any significant capacity.

    Rowan County- Per the Salisbury Post, Meals on Wheels Rowan provides a nutritious meal delivered by volunteers who offer a friendly greeting and provide an informal safety check to homebound seniors and disabled citizens of Rowan County. Rowan Helping Ministries are available to assist families that are at risk of eviction as well as providing food pantry services.

- Lunch Plus, a program that provides meals for seniors are still providing lunch services, however, with a modified schedule. Currently, drive thru, pick up services are offered for the meals as reported by the Independent Tribune. On March 16, Cabarrus County closed its senior center facilities, located throughout the county and to the public.
- As reported by the Salisbury Post, The Rufty-Holmes Senior Center is closed to the public due to the pandemic, there are continuing services of weekly meals for adults over 60, errand services, caregiver support and supplies and group socialization phone calls. The organization is also helping to coordinate Daily Safety Check in phone calls and Medicare paperwork assistance via the phone.

  Cabarrus County- During the Stay at home order, Corporate Christian Ministries will continue to operate a drive thru panty with pre-bagged food items. (cabarruscounty.us) Corner Field Market continues to provide food to households by offering a drive through distribution every Tuesday and Thursday during the Covid-19 crisis, as stated in Cabarrus Magazine.

  - The broad impacts of COVID-19 on this community have created an even more urgent need for coordination and collaboration of resources among the public sector, the public health sector, first responders, educators, the business community, the faith community and many others. Salisbury-Rowan Community Action plays an important role convening organizations, people and resources to support families.
  - Presently, SRCAA is in the process of compiling the results of their Community Needs Assessments to better assist the agency in identifying the needs of the community and the low income population in which it serves. The agency continues to partner with local businesses as well as the Workforce Development alliances in the service areas to identify ways in which all

committee members can provide input on leveraging services to meet the needs of all consumers.

IV. Anticipated near- and long-term impacts

The needs above are already established through initial data and anecdotal reports from customers, staff, board members and community stakeholders. Based on these already-observed events, it is likely that there will be near-term (1-3 months) and longer-term (greater than 3 months) impacts that require immediate planning. A partial, but not complete, list of the anticipated impacts includes:

- *Prolonged service disruptions*
  The disruptions in service delivery to customers are expected to continue for a substantial time. This is likely to lead to ancillary challenges for customers that may become long-term issues.
- Many people within the service areas of Rowan and Cabarrus County are employed doing low-wage occupations. Most of these occupations are service sector occupations. Some of these occupations include: Restaurant staff; retail salespeople; childcare workers; teachers assistants; housekeepers; security guards; and home health aides. These are also jobs that typically pay hourly, require in-person. attendance, and lack benefits like paid family or sick leave. The workers that hold these job and their families will be harmed most by a slow in the economy. Our services would benefit these individuals the most if they are connected. Such programs will assist consumers with knowledge and expertise on budgeting and saving so when/if an economy crisis does occur, the consumer may have additional resources to assist with the failing economy.
  https://prosperitynow.org/sites/default/files/PDFs/Scorecard%202020/Unequal_Impact_of_COVID-19.pdf
- *Prolonged employment issues*
  Sudden layoffs and other employment disruptions are being addressed by emergency response measures; however, it is anticipated that long-term recovery efforts will be required to help customers reconnect to the workforce, particularly those for whom employment assistance has not previously been required.
- Training for new skill trades or to upskill current trades- The upskill training will assist with other employment opportunities. Training can consist of a virtual training tool. The training can also assist with any skills gap that may be present or needed to move into a new career. As more workers lose their jobs in the wake of the Covid 19 pandemic, it's imperative they are able to reenter the job market armed with the skills employers are looking for. According to the World Economic Forum's Future of Jobs report, at least 54% of all employees will need reskilling and upskilling by 2022. (cnbc.com) 1 in 3 Americans (34%) believe they would need more education or training to replace a lost job with one that pays a similar wage or salary. Workforce training may might play in helping Americans weather the storm.
- Food Resources- Food resources are needed due to layoffs as a result of Covid 19. For consumers who are not SNAP eligible or in the process of assessing those benefits, it may be beneficial to assist customers with food vouchers that can come in the form of debit cards/cash cards to assist with food or other essential needed items temporarily while things are returning to normal. For Example: Assistance with diapers, formula, or other needed household necessities.
- Utility Assistance- Currently utility disconnections, evictions and foreclosures are currently suspended due to the impact of COVID 19. However, once that ban is lifted, there will be an overabundance of back

debt for utility assistance. Assisting consumers with utility assistance will assist them in getting back on track and focus their energies in other ways to be on the way back to self-sufficiency.

- Providing assistance with rent/mortgage payments- With so many people suffering sudden income loss, making rent or mortgage payments may be difficult for many. Even though the president halted foreclosures and evictions, others may still need additional time for those that have lost their jobs or decreased wages in the wake of the virus. (vox.com)
- *Prolonged agency capacity issues*
  Policies limiting in-person staff/customer interactions may be in place for an extended period of time and agencies will need to maintain remote work and remote customer-interaction infrastructure to be responsive to these needs in a more sustainable capacity.

  Due to the impacts of COVID-19 on SRCAA, Inc.'s service delivery. The agency has an increased need for laptop computers and mobile hotspots to accommodate staff who work remotely. Additionally, mobile printers, and scanners would be of great assistance for efficient remote work.

- *Prolonged community resource/coordination issues*
  The short-term community coordination needs cited in this Assessment are presumed to continue into the long-term. Current conditions may persist for an extended period; recovery efforts will require coordination; ongoing community preparedness to guard against a future outbreak will also require ongoing convening and new community readiness strategies based on what is shown to be effective during the current crisis.

- The coronavirus outbreak has made life more complicated for many Americans with limited resources. With the closing of schools throughout the country as well as in our local service areas, nearly 300 million school children are at home now. Not only are children missing out on instructional time but also depriving children of needed nutrition. In this country, more than two-thirds of 31 million school children are dependent on the meal. (Civileats.com) Being able to provide meals to the Head Start/Early Head Start children will continue to assist the families by meeting the their children's nutritional needs.

V. Addressing Equity Implications

Though immediate data may not yet be easily obtained regarding the demographics of those most impacted by the COVID-19 epidemic, previous Community Assessments, as well as countless government and academic studies have established that structural racism, xenophobia, sexism, stigmatization and othering persist – and are often exacerbated – in times of crisis. Community Action recognizes the obligation to ensure that the barriers of structural race, gender, and other inequities are addressed during this time of crisis and beyond. Therefore, it is with this lens that communities are invited to use the equity lens and the question, "why", to understand the specific needs of the diverse populations served.

Support for low income individuals and African American individuals/homeowners could be a priority to ensure that these families do not lose their assets and resources. That kind of support could include protection from bankruptcy, insolvency, and eviction, all of which will disproportionately affect low income and minority individuals as part of the pandemic's fallout. Institutions could also support equity in compensation and career progression. These types of assistance speak less to protection and more to providing the opportunities and stability required to help families build a resilient economic foundation.

https://www.mckinsey.com/industries/public-sector/our-insights/covid-19-investing-in-black-lives-and-livelihoods)

VI. Conclusion

A COVID 19 Community Needs Assessment's purpose is to identify the underserved populations need within the community and guide community partners in the prioritization of resources. The assessment captured the voices of the residents of several populations of individuals. The categories of individuals who participated in the survey were: Low income residents of the community, Private Sector businesses, Public Sector, Public officials, Education sector, Faith Based organizations and community based organizations. The participants provided input through a Community Needs Assessment, which took place March 2020- April 2020. A total of 266 individuals participated in the survey from both Rowan and Cabarrus counties.

Several focus groups were held between May 6 – May 20. The data gathered was beneficial in identifying what services have been most effective in meeting the needs of the community, as well as identifying if the needs and wants of the community have change. When quantifying the data received, the following needs were determined to be highest within SRCAA, Inc.'s service counties:

Need 1: 41% of respondents reported that opportunities for job skills training is needed for low-income individuals to obtain skills necessary to qualify for employment.

Need 2: 34% of respondents reported the need for crisis assistance, specifically in the areas of food and housing assistance.

Need 3: 19% of respondents reported the need for standard housing.

Need 4: 17% of respondents reported the need for childcare.

The Salisbury-Rowan Community Action Agency, Inc. will continue to take both a proactive and continued active role in ensuring that services offered are designed and provided to combat the issues of poverty.

CARES NC Program
Documentation of Submission to County Commissioners

Community Action Agencies receiving CARES NC funding must provide a completed copy of the Application for Funding to local boards of commission and submit documentation of delivery (return mail receipt, signature of county staff noting receipt, electronic mail acknowledging receipt) to the Office of Economic Opportunity.

Agency Name: _____

County: _____

Date of Application Submission: _____

____ The agency submitted a complete application for funding to local Board(s) of Commission.

____ CAA attached documentation confirming local Board(s) of Commission received CARES NC Application for Funding.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: May 26, 2020
SUBJECT: Kannapolis City Schools - Equipment Lease 2020

Please see the attached lease.

Please approve the attached lease with the Kannapolis City Board of Education. The County intends to finance equipment, pledge it as collateral and lease such equipment to the School Board. The loan is scheduled to close on June 11, 2020.

ATTACHMENTS:

Description	Upload Date	Type
Kannapolis City Schools - Equipment Lease 2020	5/26/2020	Backup Material

STATE OF NORTH CAROLINA)
)
ROWAN COUNTY)

LEASE

THIS LEASE is dated the 11th day of June, 2020, and is entered into by and between **ROWAN COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina, as lessor (the "County"), and the **KANNAPOLIS CITY BOARD OF EDUCATION**, as lessee (the "School Board").

WITNESSETH:

The County and the School Board have previously agreed to cooperate in a plan for the acquisition of computers and other technology equipment for Kannapolis City School ("KCS"), including approximately 1,003 ipads, 40 televisions, 7 promethean boards and a camera system (the "Equipment"). The County intends to finance such Equipment and pledge it as collateral, and then to lease such Equipment to the School Board.

As part of such plan of financing, the County has entered into a Master Tax-Exempt Installment Purchase Agreement dated June 27, 2013 (the "Master Agreement"), together with Property Schedule No. 3 dated June 11, 2020 in the aggregate principal amount of $1,600,000.00 (collectively, the "Financing Contract") with U.S. Bancorp Government Leasing and Finance, Inc. (the "Bank"), a portion of which will be used to purchase the Equipment.

NOW THEREFORE, for and in consideration of the mutual promises contained in this Lease, the parties agree as follows:

ARTICLE I

DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined shall have the meanings assigned to them in the Financing Contract, unless the context clearly requires otherwise. In addition, the following terms shall have the meanings specified below, unless the context clearly requires otherwise:

"Event of Default" means one or more events of default as defined in Section 11.1.

"Lease" means this Lease, as it may be duly amended.

"Lease Term" means the term of this Lease as determined pursuant to Article IV.

"School Board Representative" means the School Board's Superintendent or chief financial officer or any other person or persons at the time designated, by a written certificate furnished to the County Manager and signed on the School Board's behalf by its Chairman, to act on the School Board's behalf for the purpose of performing any act (or any specified act) under this Lease.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the School Board each represent, covenant and warrant for the other's benefit as follows:

(a) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Lease, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(b) To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such party's rights to execute or deliver this Lease or to comply with its obligations under this Lease. Neither party's execution and delivery of this Lease, nor its compliance with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

DEMISE; PRIORITY OF FINANCING AGREEMENT

3.1 **Purchase of Equipment; Demise**. The School Board has previously obtained a purchase order for the purchase of the Equipment. The County will purchase the Equipment with the proceeds of the Financing Contract, and once purchased, will lease it to the School Board. The County hereby leases the Equipment to the School Board, and the School Board hereby leases the Equipment from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term, subject to the provisions of Sections 3.2.

3.2 **Priority of Financing Contract. Notwithstanding anything in this Lease to the contrary, the School Board's rights to possession of the Equipment, its rights to purchase the Equipment under Section 5.2 hereof and all its other rights under this Lease are subordinate to the rights of the Bank (and its assigns) as beneficiary under the Financing Contract. Any possession of the Equipment by the Bank or judicial sale of the Equipment pursuant to the Financing Contract shall terminate all the School Board's rights under this Lease.**

ARTICLE IV

LEASE TERM

4.1 **Commencement**. The Lease Term shall commence on the closing date for the financing of the Project, on or about the 11th day of June, 2020, and shall continue for five (5) years from the date hereof, unless earlier terminated as provided herein.

4.2 **Termination**. The Lease Term shall terminate upon the earliest of the following:

(a) Repossession or judicial sale of the Equipment under the Financing Contract, as described in Section 3.2 hereof;

(b) The occurrence of an Event of Default under this Lease and subsequent termination by the County pursuant to Article XI; or

(c) The date that is 30 days after termination of the Financing Contract, except that the Lease Term shall end immediately upon the termination of the Financing Contract if the Financing Contract is terminated following an Event of Default by the County under the Financing Contract.

Termination of the Lease Term shall terminate all the County's obligations under this Lease, and shall terminate the School Board's rights of possession under this Lease; but all other provisions of this Lease, including the receipt and disbursement of funds, shall continue until the Financing Contract is discharged as provided therein.

ARTICLE V

QUIET ENJOYMENT; PURCHASE OPTION

5.1 **Quiet Enjoyment**. The County hereby covenants that the School Board shall, during the Lease Term and subject to Section 5.2 hereof, peaceably and quietly have and hold and enjoy the Equipment without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the School Board's quiet use and enjoyment of the Equipment during the Lease Term. The County shall, at the School Board's request and the County's cost, join and cooperate fully in any legal action in which the School Board asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Equipment. In addition, the School Board may at its own expense join in any legal action affecting its possession and enjoyment of the Equipment and shall be joined (to the extent legally possible and at the School Board's expense) in any action affecting its liabilities under this Lease.

The provisions of this Article shall be subject to rights to inspect the Equipment granted to parties under the Financing Contract.

5.2 **Purchase Option**.

(a) Subject to the provisions of subsection (b), the School Board shall have the option to purchase the Equipment, in whole but not in part, at any time during the two-year period beginning upon the date the Financing Contract terminates (other than a termination following an Event of Default under the Financing Contract or a termination in connection with the County's refinancing its obligations under the Financing Contract) upon payment to the County of a purchase option price of Ten Dollars. The County shall notify the School Board of the termination of the Financing Contract promptly but, in any event, within 45 days of termination. The School Board shall notify the County of its exercising of this option during such option period, and within 45 days of the receipt of such notice the County shall execute and deliver all necessary documents

conveying to the School Board good and marketable title to the Equipment, subject only to any encumbrance or imperfection caused by or attributable to the School Board.

(b) The School Board's purchase option is subordinate to the rights of the Bank under the Financing Contract, as described in Section 3.2 hereof.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1 **Use for School Board's Purposes; Assumption of Obligations**. In partial consideration for its acquisition of rights to use the Equipment during the Lease Term, the School Board hereby agrees to use the Equipment for administration of public education in fulfillment of its obligation, shared by the County, to provide for educational services in the County. In addition, in consideration of its rights under this Lease, the School Board undertakes the obligations imposed on it under this Lease, including those imposed by Section 7.1 hereof.

6.2 **Payments**. In partial consideration for its acquisition of rights to use the Equipment during the Lease Term and its option to purchase the Equipment, the School Board hereby agrees to pay to the County total rent for the Lease Term in the amount of $1.00, payable in advance on the Closing Date, receipt of which the County hereby acknowledges. The County and the School Board acknowledge their understanding that although the County's financing of the Equipment, and providing it to the School Board for use, is of substantial value to the School Board, any payment by the School Board of a market value rent would represent simply an accounting transaction, because the School Board's funding is partially provided through the County.

ARTICLE VII

SCHOOL BOARD'S ASSUMPTION OF COUNTY'S OBLIGATIONS

7.1 **Assumption of Obligations**. The School Board hereby assumes the County's obligations under the Master Agreement contained in Section 8.01 (Maintenance of Property by Purchaser), 8.02 (Liens, Taxes, Other Governmental Charges and Utility Charges), and 10.03 (Use of the Property).

7.2 **School Board's General Tax Covenant**. The School Board covenants that it will not take any action, or fail to take any action if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the interest component of the payment obligations created by the Financing Contract under Section 103 of the Internal Revenue Code (the "Code"). The School Board will not directly or indirectly use or permit the use of any proceeds of any fund created under the Financing Contract or any funds of the County, or take or omit to take any action that would cause the obligation created by the Financing Contract to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The School Board further covenants that it will not take any action or fail to take any action that would cause the Financing Contract to be a "private activity bond" as defined in Section 141 of the Code.

7.3 **County's Cooperation**. The School Board shall cooperate fully with the County in filing any proof of loss or taking any other action under this Lease. In no event shall the County

or the School Board voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the other's written consent.

7.4 **Advances; Performance of Obligations**. If the School Board shall fail to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, the County may (but shall be under no obligation to) pay such amounts or perform such other obligations. The School Board agrees to reimburse the County for any such payments or for its costs incurred in connection with performing such other obligations, together with interest thereon at the Prime Rate.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

8.1 **Disclaimer of Warranties**. **THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE EQUIPMENT OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF.** In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided for herein.

8.2 **Further Assurances; Corrective Instruments**. The School Board and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased, or intended so to be, or for otherwise carrying out the intention of this Lease.

8.3 **School Board and County Representatives**. Whenever under the provisions hereof the approval of the School Board or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the School Board by the School Board Representative and for the County by the County Representative, and the School Board and the County shall be authorized to act on any such approval or request.

8.4 **Compliance with Requirements**. During the Lease Term, the School Board and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Equipment or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies writing policies covering the Equipment or any portion thereof.

ARTICLE IX

TITLE TO EQUIPMENT

Except for personal property purchased by the School Board at its own expense, title to the Equipment and any and all additions and modifications to or replacements of any portion of the

Equipment shall be held in the County's name until conveyed as provided in the Financing Contract, or the termination of the Financing Contract, notwithstanding (a) the occurrence of one or more events of default as defined in the Financing Contract; (b) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (c) the County's violation of any provision of this Lease.

The School Board shall have no right, title or interest in the Equipment or any additions and modifications to or replacements of any portion of the Equipment, except as expressly set forth in this Lease.

ARTICLE X

SUBLEASING, ASSIGNMENT, AND INDEMNIFICATION

10.1 **School Board's Subleasing and Assignment**. The School Board may not sublease the Equipment, in whole or in part, or assign any of its rights or obligations under this Lease, without the prior written consent of the County and the Bank.

10.2 **Indemnification**. To the extent permitted by law, the School Board shall and hereby agrees to indemnify and save the County and the Bank harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity, arising from the operation or management of the Equipment during the Lease Term, including any arising from: (a) any condition of the Equipment; or (b) any negligent act of the School Board or of any of its agents, contractors or employees or any violation of law by the School Board or breach of any covenant or warranty by the School Board under this Lease. The School Board shall, upon notice from the County or the Bank, defend or pay the cost of defending the County or the Bank, as the case may be, in any action or proceeding brought in connection with any claims arising out of circumstances described in (a) or (b) above.

ARTICLE XI

EVENTS OF DEFAULT

11.1 **Events of Default**. The following shall be "Events of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The School Board's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice specifying such failure and requesting that it be remedied shall have been given to the School Board by the County or the Bank, unless the County and the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, neither the County nor the Bank shall unreasonably withhold its consent to an extension of such time if corrective action is instituted by the School Board within the applicable period and diligently pursued until such failure is corrected; and further provided, that if by reason of Force Majeure the School Board is unable in whole or in

part to carry out any of its agreements contained herein, the School Board shall not be deemed in default during the continuance of such event or occurrence.

(b) The dissolution or liquidation of the School Board or the voluntary initiation by the School Board of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the School Board of any such proceeding which shall remain undismissed for 60 days, or the entry by the School Board into an agreement of composition with creditors or the School Board's failure generally to pay its debts as they become due.

11.2 **Remedies on Default**. Whenever any Event of Default shall be continuing, the County may terminate this Lease in which event the School Board shall immediately surrender possession of the Equipment to the County.

11.3 **No Remedy Exclusive**. No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Article XI, it shall not be necessary to give any notice, other than such notice as may be required in this Article XI.

11.4 **Waivers**. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease. A waiver of an Event of Default under the Financing Contract shall constitute a waiver of any corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or otherwise impair any right consequent thereon.

11.5 **Agreement To Pay Attorneys' Fees and Expenses**. If the School Board shall default under any Lease provision and the County or the Bank shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained in this Lease, the School Board agrees that, to the extent permitted by law, it shall pay on demand therefore to the County or the Bank, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

11.6 **Waiver of Appraisement, Valuation, Stay, Extension, and Redemption Laws**. The School Board and the County agree, to the extent permitted by law, that upon a termination of the Lease Term by reason of an Event of Default, neither the School Board nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Financing Contract or of any remedy provided under this Lease or under the Financing Contract; and the School Board and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XII

MISCELLANEOUS

12.1 **Notices**. All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

(a) If intended for the County, addressed as follows:

Rowan County Manager
Attn: Notice under School Lease
130 W. Innes Street
Salisbury, North Carolina 28144

(b) If intended for the School Board, addressed as follows:

Superintendent of Kannapolis City School System
Attention: Notice under School Lease
100 Denver Street
Kannapolis, North Carolina 28083

With Copy:

Schwartz & Shaw, PLLC
Kannapolis City Board of Education Attorney
19 West Hargett Street, Suite 1000
Raleigh, NC 27601

12.2 **Binding Effect**. This Lease shall inure to the benefit of and shall be binding upon the School Board and the County, and their respective successors and assigns, subject, however, to the limitations contained in Article X.

12.3 **Amendments, Changes and Modifications**. This Lease may not be amended without the Bank's written consent.

12.4 **Payments Due on Holidays**. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a Business Day, such payment shall be made or act performed or right exercised on the next preceding day that is a Business Day.

12.5 **Severability**. If any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Equipment, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.6 **Execution in Counterparts**. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.7 **Applicable Law**. The parties intend that this Lease shall be governed by and construed in accordance with State law.

12.8 **Captions**. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

12.9 **Third-Party Beneficiary**. The Bank and its successors or assigns as beneficiary under the Financing Contract are intended by the County and the School Board to be third-party beneficiaries of this Lease.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]
ATTEST

_____
Clerk, Board of Commissioners

ROWAN COUNTY, NORTH CAROLINA

_____
Chairman, Board of Commissioners

[SEAL]
ATTEST

_____
Secretary/Superintendent

KANNAPOLIS CITY BOARD OF EDUCATION

_____
Chair

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Leslie Heidrick, Finance Officer Rowan County, North Carolina
This instrument has been preaudited in the manner required by the Fiscal Control Act _____ Finance Officer Kannapolis City Schools

[Lease dated June 11, 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: Finance Department
DATE: May 21, 2020
SUBJECT: WT Group Proposal and Agreement - ADA Self-Evaluation and Transition Plan

---

Please see the attached information.

Please approve the attached Response and Proposal dated April 15, 2020 and the Agreement for Accessibility Consulting - June 2020 with The WT Group, LLC Accessibility Practice.

ATTACHMENTS:

Description	Upload Date	Type
Approval of Agreement for ADA Self-Evaluation and Transition Plan	5/26/2020	Backup Material
WT Group - Response and Proposal	5/26/2020	Backup Material
WT Group - Agreement for Accessibility Consulting	5/26/2020	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
David Sifford, Purchasing Agent DS

RE: Approval of Agreement for ADA Self-Evaluation and Transition Plan

DATE: May 21, 2020

After due advertisement, proposals to assist Rowan County with an ADA Self-Evaluation and Transition Plan were received and opened by David Sifford, Purchasing Agent. Rowan County is required by Title II of the Americans with Disabilities Act (ADA) to evaluate all existing sites for the accessibility of programs, opportunities and services provided therein. Title II of the ADA requires the County to establish a phased plan for the retrofit of access deficits identified in the access audit process.

The Finance Department received proposals from seven consulting firms: KMA, WT Group, Bureau Veritas, Disability Access Consultants, Carolina Specialty Engineering, Accessology and Tindale Oliver. Bids ranged from $71,300 to $316,128. A Selection Committee consisting of the Assistant County Manager/IT Director, Human Resources Director, Planning Director, Facilities Management Director, Environmental Management Director, Risk Manager and the Purchasing Agent reviewed and met to discuss the bids. The lowest bidder was KMA with a bid of $71,300. The Selection Committee is not recommending KMA due to its lack of relevant experience in the State of North Carolina. The WT Group submitted the second lowest bid of $74,495.

Attached is the certified bid tabulation and the WT Group Proposal and Agreement. The complete proposals are on file in the Purchasing Office.

Staff's Recommendation: It is the recommendation of the ADA Self-Evaluation and Transition Plan Selection Committee and the Finance Department that the Board of Commissioners accept the proposal from the WT Group to assist Rowan County with an ADA Self-Evaluation and Transition Plan at a cost not to exceed $74,495 and approve the associated Agreement. The cost is within the approved fiscal year 2020 budget.

Rowan County
RFP Bid Tabulation
ADA Self-Evalutation and Transition Plan
Fiscal Year 2020

Consulting Firm	Proposed Cost
KMA	$ 71,300.00
WT Group	$ 74,495.00
Bureau Veritas	$ 116,205.00
Disability Access Consultants	$ 128,875.00
Carolina Specialty Engineering	$ 233,680.00
Accessology	$ 274,037.00
Tindale Oliver	$ 316,128.00

David Sifford 5/21/20

Bid Certified By: David Sifford, Purchasing Agent

WT Group
Engineering • Design • Consulting

ROWAN COUNTY, NORTH CAROLINA
REQUEST FOR PROPOSALS
ADA SELF-EVALUATION
AND TRANSITION PLAN PROJECT

THE WT GROUP, LLC ACCESSIBILITY PRACTICE
RESPONSE AND PROPOSAL
April 15, 2020

OUR UNDERSTANDING OF THE PROJECT AND OUR UNIQUE CAPABILITIES

This portion of our response describes our firm, our unique capabilities in regard to the Scope of Work, our team, and our understanding of the project.

Our Firm

The WT Group (WTG) has served local governments since we formed in 1971. WTG is an accessibility firm, and a full service A/E firm, working with local counties and cities from North Carolina to Arizona, governments from Massachusetts to Oregon, and Texas to Florida.

In 2019, WTG created nearly 3,800 jobs, and carried over work on 1,900 other jobs. Our Accessibility Practice has never left, been suspended, or been disqualified from a job. While each county and its assets are different, there is not an asset we have not seen dozens if not hundreds of times. From courthouses to jails to parks, our qualified and efficient teams have audited those assets and know the pertinent standards well.

As noted earlier, WTG began in 1971, providing land survey, mechanical engineering, and structural engineering. As local government needs changed, we did too, adding other disciplines to serve counties. These were architecture, aquatics engineering, civil engineering, construction, electrical engineering, plumbing engineering, telecomm engineering, and lastly, in 2008, accessibility consulting.

WTG was recognized as 2017 Business of the Year in our suburban Chicago home. We are good corporate neighbors, contributing time and resources to nonprofits that serve people with disabilities or children who have been abused. Our greatest asset is our employees, and we strive to make the work we do both challenging and rewarding for each of them. We provide high quality service, pay our bills on time, and appreciate the work of our local government clients.

Our Unique Capabilities Regarding the Scope of Work

We formed for exactly the Rowan County Scope of Work, and our skills are unique. Three on our team (McGovern, Lapin, and Zuniga) have extensive career experience in local government. We know the challenges of complying with important policy

requirements, that are also unfunded mandates, from first-hand experience. We did so ourselves as local government administrators. That said, we are not Rowan County. We believe there is not a one-size-fits-all approach. We pledge to work with County staff to develop a compliant and realistic transition plan, that matches the resources and needs of the County.

Our qualifications are unique. There is no national professional access credential. Two states, Texas and California, created such a credential. Two of our staff have the Texas credential (Scheibe and Lapin) and one of our staff (Zuniga) has the California credential. The leader of our Accessibility Practice has more than 30 years of local government experience and a law degree. An active member of a national association of municipal employees, he was chosen to serve on the three US Access Board federal advisory committees that developed the 2010 Standards for Accessible Design. When the US Department of Justice (US DOJ) wanted to know more about how title II entities implement the ADA, he was invited to train enforcement staffs in Washington, D.C. Few if any respondents can match our experience.

Importantly, our Accessibility Practice has worked with jurisdictions on the many ways to approach a transition plan. Some have teamed with our staff to analyze programs and determine what facilities must be audited. Others have worked with us to conduct audits of sites, while we draft the transition plan. Some have asked us to consult in the transition plan process after other firms completed access audits that lacked sufficient detail. Some have asked our staff to team with agency staff in conducting the audits, and to then work together in drafting transition plans. We are open to approaches that work for the County.

We know the federal rulemaking underway better than most. Our Principal-in-Charge served on three federal advisory committees that developed recreation content for the 2010 Standards. He chaired each response by a national association to all emerging ADA guidelines. The current Administration suspended the completion of further work and will not issue standards for trails and other outdoor areas, or for websites. That said, the title II requirement must still be met, meaning that the Rowan County must make outdoor assets, ROW, and other assets such as picnic areas, accessible. Our knowledge of the standards-in-waiting is a great asset to the County.

We have **drafted more than 1,700,000 retrofit recommendations** since our inception in 2008, for more than 390 local governments. For each, we have applied the program access test, construction tolerances, equivalent facilitation, and other measures allowed by either title II or the 2010 Standards. We are well suited for this task.

We know accessibility risk management. We have worked for more than ten title II entities to implement DOJ Settlement Agreements, Department of Interior Settlement Agreements, state accessibility enforcement agreements in three states, and federal district court orders. We have served as experts in court. We know where the line is, and we know the smart practices that allow Rowan County to aim its resources where it believes they belong, without the duress of a court order.

We are recognized nationwide for our superior service. The National Recreation and Park Association (NRPA) has designated our firm as its preferred provider of accessibility consulting services for its more than 60,000 members, including Rowan County staffs. Our clients describe us as a partner, and we enjoy that role.

With more than 390 municipal clients, our career experience, our unmatched title II experience, engineering and architecture experience, and our credentials, bring a unique perspective on ADA compliance that will benefit the County. Our team has remarkable skills and that includes a comprehensive grasp of the 1991 Standards, the 2010 Standards, and smart practices.

Our Team

John N. McGovern, JD, is the Project Director. He is a WTG Partner and Principal-in-Charge of the Accessibility Practice, joining WTG in 2008. He has more than 30 years of experience as a local government administrator in New Mexico and Illinois, served as an ADA Coordinator, and is an attorney licensed in Illinois. His accessibility experience includes service on three US Access Board federal advisory committees developing the 2010 Standards for Accessible Design, chairing one of the committees, and that work was incorporated into 2012 TAS. Nationally known as a program access expert, he is an ideal match for the RFQ tasks. He wrote one of the first ADA compliance manuals for local governments in 1991, and today writes and speaks often (including next month in North Carolina for RRS) about the application of the ADA to county services. His BA and MA are from the University of New Mexico, and his law degree is from the evening program at the Loyola University of Chicago School of Law.

Shelley A. Zuniga, Certified Access Specialist (CASp), and Certified Therapeutic Recreation Specialist, is the WTG Accessibility Practice Principal. Zuniga holds the California Certified Access Specialist (CASp) credential. She managed more than 360 accessibility consults since she joined us in 2008. Her 25-year local government career is a great asset to the County. She will coordinate access audits, and report writing after the audits. Zuniga has a BS from Illinois State University.

Tanya R. Scheibe, Registered Accessibility Specialist (RAS) is a Project Manager for the WTG Accessibility Practice, and has been involved with more than 330 system-wide access consults since joining us in 2009. Her degree in architecture is complemented by her RAS credential. She will coordinate with Zuniga on the evaluation of County facilities for compliance with federal and North Carolina requirements. Scheibe earned a BS in Architecture at the University of Illinois-Chicago.

Heidi Lapin, Registered Accessibility Specialist (RAS) and Certified Park and Recreation Professional (CPRP) is a Project Manager for WTG. Lapin has more than **20 years' career experience in local government**, serving as the director of facilities. She joined us in 2018. She will coordinate with Zuniga on the evaluation of County facilities for compliance with federal and North Carolina standards. With her local government experience, she will also assist in reviewing policies and inclusion practices. Lapin has a BS from the University of Illinois and an MBA from North Park University.

Our Understanding of the Scope of Work

Title II of the ADA imposes broad requirements on the County. Appropriately so, the RFP has a road scope. We understand that the County wants:

- A collaborative effort between our firm and the County staff to discuss how we will evaluate County sites, programs, and policies;

- A comprehensive review, or access audit, of all existing County facilities and sites, including public spaces and spaces used by employees;
- Site reports after each access audit that identify barriers to use by people with disabilities, and recommend solutions;
- A transition plan that meets the title II 35.150(d) requirements, and includes cost references for planning purposes, enabling the County to plan resources to meet the ADA mandate;
- Feedback from the staff and the public to influence the access preferences and priorities to be implemented by the County;
- Review the ways in which County staff invite, analyze, and fulfill requests for reasonable modification, to support participation in the most integrated setting as required by title II 35.130(d);
- Review the policies and processes that govern the delivery of County programs and services, to the simple, such as making public comment at a County governing board meeting to the complex, such as participation in a County recreation program by a person with a complex disability;
- A final report that reviews our process, our recommendations and offers implementation strategies for the County; and
- Provide training modules to enable County staff and leadership to more effectively and efficiently implement the transition plan.

We acknowledge that the County is aware that websites must be accessible, and we provide, as requested, information about that Task as an Alternate. We do so through a subcontractor, Promet Source, an internationally known firm with which we have worked before.

EXPERIENCE, HISTORY WITH ADA COMPLIANCE, AND REFERENCES

This portion of our response describes our history and experience with this type of work, and includes references and contact information.

Our History

The WT Group Accessibility Practice, every team member, are title II specialists. Our title II experience is extensive, and there is not a title II requirement we have not helped a county address. Those include:

- Conducting 35.105 access audit of policies, programs, sites, and facilities
- Assisting a county prepare welcoming language for the 35.106 requirements
- Drafting an ADA Coordinator job description to meet 35.107 requirements
- Drafting an internal complaint process to meet the 35.107 requirements

- Recommending new policies for a county that meet the 35.130 mandates
- Applying the 35.150 program access test to county programs and facilities
- Planning and facilitating transition plan public feedback opportunities per 35.150(d)
- Preparing a transition plan, with clear retrofit priorities and costs, per 35.150(d)
- Plan review reports and punch list walkthroughs for new design and construction
- Providing training regarding policies, enforcement, programs, and facilities
- Auditing county communications and websites, recommending revisions as needed
- Assisting counties in resolving access or inclusion disputes
- Assisting counties in evaluating websites to assure that communications are equally effective for people with and without disabilities
- Assisting counties in compliance with federal district court settlements, US DOJ settlements, or settlements with state access enforcement authorities
- Providing our staff, when county staff are unavailable, to analyze requests for reasonable modifications, and recommending action regarding the request
- Preparing tools for county staff to monitor implementation and compliance
- Designing compliant solutions for facilities and parks
- Identifying and evaluating commercially available "accessible" products
- Serving as experts for counties in access and inclusion disputes

References and Contact Information

Below, we provide reference information, the work for those entities, and contact information for each. The RFP did not specify a number so we have provided six.

Town of Cary, North Carolina: The Town retained us per an RFP process. Our scope included access audits of all existing facilities, the development of a transition plan with cost references for retrofits, evaluating the way in which the Town invites, analyzes, and fulfills requests for reasonable modification, staff training regarding ROW accessibility and the most integrated setting requirement, policy evaluation, community engagement regarding access preferences and priorities, and reporting to Town leadership. The project began in late 2015 and ended in 2017, whereupon the Town retained us for plan review, punch list walkthrough, and general accessibility consulting Reach Reid Saunders, Town Architect, at 919-380-2785 or reid.saunders@townofcary.org

City of Rockville, Maryland: The City retained us after an RFP process in late 2015. Our scope included access audits of all existing facilities, the development of a transition plan with cost references for retrofits, general consulting with City staffs regarding new

construction and alteration projects underway or imminent, evaluating policies for title II compliance, staff training regarding the most integrated setting requirement, community engagement regarding access preferences and priorities, and reporting to City Council and City staff leadership in late 2017. The City retained us after that for plan review and punch list walkthroughs, and general consulting to resolve access disputes. That work continued this month. Reach Chris Henry, Deputy Director of Recreation & Parks, at 240-314-8603 or chenry@rockvillemd.gov

City of Kettering, Ohio: The City retained us after an RFP process in 2017. Our scope included access audits of all existing facilities, the development of a transition plan with cost references for retrofits, general consulting with City staffs regarding new construction and alteration projects underway or imminent, evaluating policies for title II compliance, staff training regarding the most integrated setting requirement, community engagement regarding access preferences and priorities, and reporting to City Council and staff leaders in early 2018. Reach Sara Mills, ADA Coordinator, at 937-296-2446 or by email at sara.mills@ketteringoh.org.

Linn County, Iowa: The County retained us in an RFP process in late 2014 for Phase One, access audits and a transition plan for key County buildings. In Phase Two in 2015, we audited park and recreation sites and prepared a transition plan. In 2016 we blended the earlier work with an evaluation of policies and programs, community engagement, and a final transition plan. Our work concluded in 2017 with a report to the County Board and leadership staff. The County has since retained us for plan review, walkthroughs, and general access and inclusion consulting, and that work continued this month. Reach Darrin Gage at 319-892-5000 or by email at darrin.gage@linncounty.org.

Johnson County, Iowa: The County retained us in late 2018 on a professional services contract without an RFP process. Our scope of work included access audits and a transition plan for existing sites and facilities. We facilitated public feedback sessions to determine community access preferences and priorities, evaluated the website with subcontractor Promet Source, and provided expert advice regarding program and policy compliance. We presented the findings to the board, and provided staff training. The project ended in late 2019 after significant weather delays. Reach Donna Brooks at phone at 319-688-8012 or by email at dbrooks@co.johnson.ia.us.

City of Goodlettsville, Tennessee: The City retained us in 2017 per an RFP. The WTG Civil Engineering Practice teamed with our Accessibility Practice on this project. We evaluated all existing sites and facilities, and prepared a parks and facilities transition plan. Our Civil team audited sidewalks and curb ramps, identifying obstacles and slope deficits. We prepared a ROW transition plan. The deliverables were reviewed with the City Manager and the Parks and Recreation Director. City staff changed during the process and this project finished late, as the City appointed a new liaison. Our work concluded in 2018. Reach Amy Mitchell at 615-851-2218 or amitchell@goodlettsville.gov.

If the County wants six or 60 more projects, please advise.

TASKS, PLAN, DELIVERABLES, AND A PROPOSED SCHEDULE

This portion of our response describes Tasks to be completed, our plan for completion, our deliverables, and a proposed schedule. We start, however, with a warning.

The Covid-19 pandemic has disrupted all schedules. The RFP addendum 2 clarifies that work is to be completed within six months. We will observe guidance from the Centers for Disease Control, the State of North Carolina, and any applicable local requirements.

Tasks

In our review of the RFP Scope of Work on pages 3 and 4, we see eight tasks. Those are identified below, and matched to the RFP.

Task 1: **Project Management, Coordination, and Schedule** (this includes item 1 and its two bullet points on page 4, and more on schedule at page 14);

Task 2: **Conduct access audits of facilities and parks** (this includes item 2 on page 4, and we note here that we refer to the self-evaluation as an access audit);

Task 3: **Prepare site reports subsequent to the site audits** (this is within the second bullet point in item 2 on page 4);

Task 4: **Conduct program and policy audits** (this is noted within Methodology at the bottom of page 3, and inferred within the first bullet point in item 2 on page 4);

Task 5: **Plan and conduct a community engagement effort** to seek citizen feedback regarding the development of the Transition Plan (second paragraph on page 4 and required by title II 35.150(d)(1);

Task 6: **Prepare, review, and complete a Transition Plan** that meets or exceeds title II 35.150(d) requirements (this well described in item 3 on page 4);

Task 7: **Prepare, review, and deliver a Final Report** to County leadership (this too is well described in item 3 on page 4); and

Task 8: **Identify, develop, and deliver training** that will aid the County in the implementation of the Transition Plan (item 4 on page 4).

We acknowledge that the County calls for a ninth Task, the evaluation of the website, as an alternate.

Our Plan for Completion

Below we describe how we will implement each Task and interact with County staff, elected officials, and the public. Our plan below can adapt to changing circumstances.

Task 1: Project Management and Coordination

With County staff, WTG will establish a ***project schedule***. Zuniga will lead the WTG effort here. Other WTG employees involved in this task include McGovern, Scheibe, and Lapin. This task will occur within five days of issuance of a notice to proceed to WTG by Rowan County. This task also includes the ***development of forms and processes for the access audit***. We have already created the necessary forms and

processes and will review those with County staff within 15 days of the issuance of a notice to proceed to WTG by the County, and adapt our process to meet the needs of the County. Zuniga, Scheibe, and Lapin will lead our effort here.

Lastly, we will establish a project management meeting schedule. We recommend once each month, whether by a remote platform like Zoom or in-person. At these meetings we will review work accomplished, work planned for the next month, and address any questions that arise in the course of our work. Agendas and meeting notes will be produced by WTG and shared with the County project manager.

Task 2: Access Audits

WTG will conduct ***access audits of 52 facilities and parks***. Zuniga and Lapin will lead the effort here.

We will confirm the sites to be audited and then deploy our audit teams. We will conduct access audits in teams of two. For larger sites, such as Dan Nicholas Park, we may deploy two auditors.

We use BlueDAG, a cloud-based system that incorporates federal and North Carolina requirements, and smart practices that we recommend for counties. Our checklists prompt our experienced auditors regarding access requirements, who then gather metrics (slope, height, etc.) and enter observations in the system. We use simple tools, including a digital level, tape measure, door pressure gauge, and camera or smart phone that is GPS enabled. All auditors are experienced in applying TAS 2010, the federal requirements, and smart practices.

Our audit process is made more efficient by using BlueDAG. Auditors use a smart phone or tablet with drop downs and prompts to capture access deficits. This system literally writes the site report as the audit is occurring, and we can provide site reports with a wide range of information. Access deficits are documented with a digital image.

Depending on the pace of the County in the evaluation of responses to the RFP, and the status of restrictions related to the pandemic, we assume that access audits can begin in June of 2020. This can be accelerated if the County is working to meet a deadline for another reason, such as accreditation or budget processes.

We note here that weather is an unpredictable factor. Where weather interferes with our audit process, we will coordinate with County staff and reschedule as soon as is possible.

We evaluate everything; we do not have digital eyeballs or feet. We will make spaces used by the public our highest priority for audits. We will, however, also evaluate spaces used only by employees, and apply the "approach, enter, and exit" test in the 2010 Standards. **It is to the County's advantage if we can** have a key to each facility to be audited, to be returned at the end of each audit week.

We typically start the audit process early in the day. Zuniga will prepare a proposed audit schedule and seek feedback from County staff as to times and proximity of sites. We understand the importance of Rowan County residents having unrestricted access to sites. Our auditors are unobtrusive and will not interfere with County functions that are planned or unplanned.

Some of the County sites are very large. We project our two auditors will both be in the County for two weeks, and one auditor for a third week. Zuniga oversees quality control, and will work closely with Lapin in this regard.

Task 3: Site Reports

WTG will ***develop site reports after the access audits***. Zuniga will lead our work here. Other employees involved here include McGovern and Lapin.

These site reports note both what was compliant and not compliant. For noncompliant elements, we describe the deficit, recommend a retrofit, and then apply the program access test. This may result in an asset at a facility, or a facility itself, being left as is and inaccessible. The US Department of Justice makes it clear that not necessarily every deficit must be removed. We do use Department of Justice guidance on unique or one-of-a-kind County sites, as well as recurring sites or site assets.

The site reports will include digital images and a brief description of the deficit, and this assures that County staffs will know the precise location of the deficit. Facility diagrams will complement the site report, and these are discussed later in our response. On a later visit, we invite County staff to accompany us on one access audit, with the site reports, and review how we will use the site reports to build the transition plan.

We do incorporate the concepts of construction tolerance, technical infeasibility, safe harbor, and equivalent facilitation in the site reports. Site reports may describe a deficit, but recommend it be left as is if safe harbor applies, remediation is technically infeasible, or the variance is within a construction tolerance, or the remediation is not necessary because of the program access test.

Importantly, we will provide a priority for retrofit. Our three-phased approach is based on the type of space and the type of deficit. The title II regulation is silent on the order of retrofit for existing facilities, except in the circumstance of an alteration or addition. Our unique approach assures that County services within County facilities are accessible to County residents. We discuss this further in the portion of our response that addresses the transition plan report.

To familiarize staff with the site reports, we will provide at least two site reports after our first week of audits. These can be reviewed and discussed while we are in the County for the next audits, at a project management meeting, or both. The discussion can shape the format of the remaining site reports.

Task 4: Evaluate Programs and Policies for Title II Compliance

We will ***evaluate the process used by the County to provide modifications for inclusive participation*** in County services by people with disabilities. Lapin, Zuniga, and McGovern will lead our work here. All three have significant career experience in local government, and an excellent understanding of the title II mandates regarding ***policies and programs***. Our work here will contrast County approaches to the many requirements found in the US Department of Justice ADA title II regulation at sections 35.130, 35.136, 35.137, 35.138, 35.139, 35.160, 35.161, 35.162, and elsewhere. Our analysis is also guided by court decisions and settlement agreements.

Our work will begin with discussions with the County project manager to identify any County staffs who make decisions regarding the receipt, analysis, and fulfillment of requests for reasonable modification, or who develop public-facing policies.

There are 23 departments, and we have found through our experience that interviews with departments with complementary missions is effective. It also exposes departments to successful approaches used by other departments. We therefore propose nine interviews of departments, subject to the County's own preferences for complementary groupings.

Interview One: Animal Services, Cooperative Extension, Health, Library, Parks and Recreation, Social Services, and Veterans Services. This is a large group and can be scaled into two groups.

Interview Two: Airport and Rowan County Transit.

Interview Three: Facility Management and Environmental Management.

Interview Four: Emergency Services, the Sheriff, and Telecommunications.

Interview Five: Finance and Tax Administration.

Interview Six: Register of Deeds and Elections.

Interview Seven: Building Inspection and Planning and Development.

Interview Eight: Human Resources and Information Technology.

Interview Nine: County Manager's Office.

Again, we welcome County staff suggestions about more effective interview pairings. In hour-long interviews (probably longer for Interview One), we will meet with those County staffs and gather information regarding language used to invite participation by people with disabilities, how the record of requests for reasonable modification are processed and maintained, whether a list of modifications that will or will not be made by the County exists, whether a record is maintained when requests for reasonable modification are denied by the County, and the type of training received by County staffs to enable consistent decisions on requests of a similar nature by a wide range of County departments and divisions.

Our deliverable here is a report that identifies current practices with regard to the making of reasonable modifications and recommendations for any revisions to those practices that will bring them more loosely in compliance with the title II requirements.

We do note an important exclusion. ADA title I regulates interaction between employees and employers. While title I has some concepts that are similar to title II, such as a general prohibition against discrimination on the basis of disability, it is structured very differently than title II. The enforcement methods and trends are very different. We are not employment experts. We can review public-facing elements of County employment, such as recruitment. We cannot, however, evaluate personnel policies.

Task 5: Community Engagement

No Transition Plan can succeed without the support of the community. We will work with County staff to identify disability advocacy groups that serve residents of Rowan County. The ideal situation is to invite one of those groups to co-host community engagement efforts. We will implement two specific efforts.

The first is a public feedback session, live and in-person. At the session we will review the title II requirements for a transition plan, discuss County progress to date, review samples of our findings, and discuss factors other jurisdictions have used to establish retrofit priorities. We will then ask the public for their retrofit priorities.

The second is a Zoom meeting, where individuals with disabilities and their family members can participate from the comfort of their homes. Our content will be the same: we will start with a review of the title II requirements for a transition plan, discuss County progress to date, review samples of our findings, and discuss factors other jurisdictions have used to establish retrofit priorities. We then ask the public for their retrofit priorities.

These sessions always influence our recommendations to the County. We are also happy to discuss other ways to gather community feedback. That may include survey monkey tools, focus groups, audit walkabouts to familiarize the community with the process, creation of a disability advisory group with a clear mission and clear tasks, and other successful interactive events, such as small group case study discussions and more. We will review the pros and cons of each with staff and determine which best fit your culture.

Task 6: Transition Plan

The Transition Plan this is the meat and potatoes of our deliverables. The work product must be useful for County staffs today, and in the future. There are two principal parts to this deliverable. The first is a **Transition Plan Report** that address retrofits at parks and facilities. It:

- summarizes the process used;
- summarizes the ADA requirements that apply to existing facilities;
- includes a cost reference for planning purposes regarding retrofits;
- includes any systemic recommendations we make to the County; and
- includes an implementation schedule that establishes priorities and phases work over time.

A section of this report also summarizes the community engagement element of the project, emphasizing how public feedback influenced our recommendations to the County. This is a Word document and can be easily used for other purposes.

The second part of this deliverable is an Excel spreadsheet transition plan. In complement with the site reports, it meets and exceeds the title II 35.150(d) requirements. Title II 35.150(d) requires a transition plan to include:

- A description of every deficit (this is in our site report)
- A description of the retrofit we recommend (this is in our site report and the Excel document transition plan)

- Name the person responsible for barrier removal (this is in our site report and the Excel document transition plan)
- Date by which barrier removal will occur (we include this as a phase in both the site reports and the Excel transition plan)
- Lastly, we do include cost references for planning purposes but note here that cost references are not a title II requirement. We know that no county can make a plan without knowing the cost, and the County has included costs in the RFQ.

We apply the program access test, and advise the County as to whether we believe a retrofit must occur or can be left as is. We use RS Means for accessible design to develop cost references, adding a multiplier due to the fact that this version of Means has not been revised in 15 years. These are cost references for planning purposes, not estimates or budgets. We will work with County staff to apply a multiplier to Means' numbers that more accurately reflects the change in the cost of retrofits since 2004 in North Carolina.

We will seek feedback on retrofit priorities from County staff by way of an order of retrofit memo. This memo describes factors that other entities have applied in the development of a transition plan. To the greatest extent possible, we will blend feedback from the public with feedback from County staff.

Finally, not necessarily every site, or every element at a site, needs to be retrofit. The retrofit may be technically infeasible, or the retrofit may not be necessary because of the program access test. We call this fourth phase "County Option".

The Transition Plan is an Excel document with two tabs. Excel is a great tool for this, as it allows sorting by task, site, cost, completion, and other variables.

The first tab has nine columns. Those are:

1) The name of the site (the first time the site is named it is hyperlinked to the site report for ease of reference);
2) The citation to our recommended retrofit in the site report;
3) The type of correction (a three-word description, e.g., parking signs);
4) Our specific retrofit recommendation, such as "Install accessible parking signs at accessible parking stall";
5) The price or cost reference per unit;
6) The unit type, e.g., linear feet, staff time, or an object;
7) The number of units, e.g., 100 linear feet;
8) The projected total cost reference; and
9) The Phase in which we recommend the work occur.

The second tab is an Excel Pivot Table, which provides an at-a-glance review for each site. This is an excellent fiscal summary of the cost references provided. Projected costs for Phase One, Two, and Three are sorted on a table. County staff can sort and search pivot tables in many ways.

We generally phase work as described below.

Phase One usually has two sets of tasks. One set is tasks that the County can complete with current human and fiscal resources (low hanging fruit). The second set is work completed by the County since 1992, when that work was constructed or designed in a

way that fails the access standards. This latter set of work is a high priority for work since it was done wrong. We typically make Phase One include three or four fiscal years.

Phase Two usually includes elements new to the 2010 Standards. This includes park assets, pavilions, golf courses, swimming facilities, sport fields and courts, playgrounds, boat ramps, waterfront, and other recreation assets such as picnic areas. We typically make Phase Two include three or four fiscal years.

Phase Three usually includes three sets of tasks. One set is tasks that are complex or costly, or involve a partner entity. The second set includes County assets for which there is not yet a final and enforceable design standard. This may include trails. These are considered long-term tasks. We typically make Phase Three include three or four fiscal years.

We commit to the Transition Plan review outlined in the RFP. Feedback from staff and Commissioners is critical to internal adoption and understanding of the Transition Plan.

Task 7: Final Report

Our Final Report captures the title II requirements for existing facilities, the process used to evaluate sites and facilities, how we applied the program access test, how we applied the technical infeasibility exception, how we treated construction tolerance, influences of community engagement, the final priorities for the retrofits to be made, fiscal issues, and implementation strategies.

This report is not developed in a vacuum. County leaders will see and discuss the first draft before we advance to a final report. We urge it be shared with stakeholders as the County sees fit. Our Practice Area Principal in Charge will attend a Commissioners meeting at a date to be determined for reporting and sharing information.

We do note that a recent variable is the Covid-19 pandemic. Each state, county, and city will feel different impacts. Some will suspend retrofit activity and redirect resources to Covid-19 issues. Some will simply extend the retrofits over a longer period of time. And, others may proceed as usual, if the pandemic had little impact in their community. We pledge to work with the County no matter which direction it chooses to take.

Task 8: Staff Training

We recognize that staff capability to understand and implement the Transition Plan is bettered through training. We can develop training modules for online use, or conduct training by Zoom, or conduct in-person training. As to the modules to be developed we would wait until the Transition Plan is complete. We would also want to hear County staff suggestions here. That said, likely topics include:

- The demographics of disability in Rowan County
- ADA enforcement methods and trends
- New design and construction requirements
- The program access test and existing facilities and sites
- The eight-step inclusion process
- Just what ***is*** a reasonable modification?

- Documentation regarding retrofits and reasonable modification requests
- Implementation strategies
- Top ten fails in facilities
- Top ten fails in parks
- Special event accessibility
- Risk management and ADA compliance

Each of these topics will be influenced by court decisions, regulations, and the statute itself. We speak and train frequently and we have trained on each of these topics numerous times, from coast to coast and throughout North Carolina.

Alternate 1: Evaluate Website

Promet Source is a subject matter expert on the issue of website accessibility. While there is no final and enforceable website standard, title II does require that websites be usable by people with disabilities. Our subconsultant, Promet Source will complete at least the following:

- Automated testing for up to 300 unique URLs during 1st and final round of testing on accessibility dashboard tool
- Access to six-months of custom use of Pa11y Dashboard, hosted by Promet on open source stack
- Manual testing of 10 significant representative pages on the website, such as the home page, Commissioners page, and others to be determined by County staff, resulting in a report that documents comprehensive pass/fail findings
- 5 hours of consulting with an Accessibility Subject Matter Expert
- Statement of Accessibility (2 versions) and Statement of Work Completed

If the County wishes to pursue this Alternate, we invite further discussion to clarify the scope. Web access lawsuits occur every day, so this should be tended to at some point.

Schedule

If the desired start date is on or around July 1, 2020, that gives adequate time for us to prepare and proceed the week of July 6. Pending, again, any limitations due to Covid-19 restrictions, we see no reason why all field work cannot be completed by August 15, and all reporting prepared, reviewed, and delivered by December 31.

The schedule will be a regular discussion in Project Management meetings.

FEE SCHEDULE

Our fee proposal follows below. The National Recreation and Park Association (NRPA) has designated our firm as its preferred provider of accessibility consulting services for its more than 60,000 members, including Rowan County staffs.

Our clients describe us as a partner, and we enjoy that role. If Rowan County staff are members of NRPA, the County receives a 10% discount in our rates. If County staff are not NRPA members, we suggest the membership fee is more than worth the discount.

Our fee is a lump sum, all-inclusive fee. Below we list each Task and the fee for each Task. That is followed by a rate table.

Task 1 **Project Management and Coordination**: the fee is $2,146.50

Task 2 **Conduct access audits of facilities and parks**: the fee is $36,384.00

Task 3 **Prepare site reports subsequent to the site audits**: the fee is $8,422.00

Task 4 **Conduct program and policy audits**: the fee is $4,724.00

Task 5 **Plan and conduct a community engagement effort**: the fee is $3,080.00

Task 6 **Prepare, review, and complete a Transition Plan**: the fee is $7,926.00

Task 7 **Prepare, review, and deliver a Final Report**: the fee is $6,658.00

Task 8 **Identify, develop, and deliver training**: the fee is $3,784.00

The total for these base tasks is $74,494.50.

The website evaluation alternate is $19,072. If this is of interest, it is important to clearly agree on the scope and the web pages to be manually evaluated.

DELIVERABLES

Site reports are pdf documents, provided digitally. We can provide site reports in two ways, landscape (more detail) and portrait (less detail). Both feature embedded images of deficits. We recommend landscape, but it is a matter we can discuss with the County.

The Transition Plan Report is a Word document and it will be delivered in that format and as a pdf. The Transition Plan itself is an Excel sheet and it too will be delivered in Excel and as a pdf.

CONCLUSION

The RFP, on page 5, requires a commitment to honor our proposed price through the project start date of July 1, 2020. With the uncertainty regarding Covid-19 remediation measures, we agree to honor our proposed fees through a delayed project start of September 1, 2020.

Our team is excited about the scope of work selected by the Rowan County. Many believe the ADA is complex; we do not. As mentioned earlier, we strive to provide the County with the information it needs to make the decision-making process simpler. That leaves more time to address the many other equally important matters on the horizon.

We can answer any question that arises in reviewing this response to the RFP. Please reach me at 224-293-6451 or by email at john.mcgovern@rac-llc.com. We hope to have the opportunity to help you improve the quality of life for your residents with and without disabilities.

Sincerely,

John N. McGovern, JD
Partner, Principal-in-Charge
WT Group, LLC Accessibility Practice

JNM/ROWAN COUNTY RFP 202001

WT Group
Engineering • Design • Consulting

AGREEMENT FOR ACCESSIBILITY CONSULTING BETWEEN ROWAN COUNTY, NORTH CAROLINA AND THE W-T GROUP, LLC ACCESSIBILITY PRACTICE JUNE, 2020

WHEREAS Title II of the Americans with Disabilities Act (ADA) requires Rowan County to evaluate all existing sites, including those that existed before 1992, for the accessibility of the programs, opportunities, and services provided therein;

WHEREAS Title II of the ADA requires Rowan County to establish a phased plan for the retrofit of access deficits identified in the access audit process;

WHEREAS Rowan County wishes to comply with the requirements of the ADA, and in doing so, make its parks and facilities available to people with and without disabilities;

WHEREAS The WT Group, LLC (WTG) Accessibility Practice submitted a proposal to the County, included here as Attachment A;

WHEREAS Rowan County agrees that WTG Accessibility Practice possesses unique skills and credentials, and per an RFP process has awarded this work to the WTG Accessibility Practice; and

NOW THEREFORE BE IT RESOLVED that this agreement establishes the terms and conditions of the work to be accomplished by the WTG Accessibility Practice and the relationship between the firm and Rowan County.

1. **Project Management**: WTG Accessibility Practice will establish project management meetings by a remote communications platform. These shall occur once a month, or more often if needed.

    1.1 Shelley Zuniga, WTG Accessibility Practice Principal, is the Project Manager. She will coordinate meetings, agendas, and notes. WTG staff involved with project management include John McGovern, Principal in Charge and Project Director, and Heidi Lapin, a WTG Project Manager.

    1.2 The County will name one to three employees to serve the project management effort.

2. **Access Audits**: WTG shall conduct an ***access audit*** of every Rowan County site named on the next page of this agreement.

    2.1 In conducting access audits, WTG shall contrast the site and site assets to the federal 2010 Standards for Accessible Design, North Carolina requirements that are more stringent, the 2013 Final Guideline for federally owned and operated outdoor recreation sites, emerging guidance such as the Shared Use Paths guideline in development, and smart practices used to make local government sites accessible;

2.2 WTG shall document its access deficit findings with digital images and descriptions of the deficit;

2.3 WTG shall audit public spaces operated by the County, and apply the approach, enter, and exit test to spaces used by County employees, at the sites listed below:

Rock Grove Recycling	Julian Road Recycling
Dunns Mountain Recycling	Providence Recycling
Woodleaf Recycling	Goodnight Recycling
Stokes Ferry Recycling	Tower Equip Storage Bldg
Leased Storage Area	Law Office
Greenhouse AG	Residence
Well House	EMS 84
789 Campbell Road	House/Barn/Stage
Mid Carolina Regional Airport	Magistrate Office
EMS Rockwell	EMS 83
EMS 88	EMS 82
Rental House	Transportation Office
EMS 86	Sheriffs' Station
EMS 85	Animal Shelter
Library - Rockwell	Communications Center
Recycling Center	Crawford Building
Cinema	Community Building
Library – China Grove	AG Center/EMS 85
Tax Assessor's Office	Satellite Jail
Courthouse	Facilities Warehouse
Administration Building	Library – Salisbury
Health Department/DSS	School
Sheriff and STG	Criminal Justice Center
West End Plaza	Dan Nicholas Park
Sloan Park	Dunns Mountain Park
Eagle Point Nature Preserve	Ellis Park

3. **Site Reports**: WTG shall prepare site reports for all audited sites. Site reports shall describe deficits and recommend a solution, and will include embedded digital images of access deficits.

4. **Conduct Program and Policy Audits**: WTG shall interview County staff leadership in County departments.

4.1 The purpose of the interviews is to determine compliance with title II directives regarding policies and programs.

4.2 WTG will identify, with the County Project Manager, the County departments with public facing functions.

4.3 WTG will report on its findings and make recommendations regarding the continuation of, elimination of, or preparation of policies and processes.

4.4 WTG will evaluate the way in which County staffs invite, analyze, and fulfill requests for reasonable modifications.

4.5 WTG will report on its findings and make recommendations so that the County will comply with title II requirements.

5. **Plan and Conduct Community Engagement**: WTG will seek feedback from County staff and the public.

5.1 WTG will provide County staff with an order of retrofit memo that reviews common factors to consider in preparing retrofit priorities, and seek County staff feedback.

5.2 WTG will identify one or more disability advocacy groups serving Rowan County residents with disabilities, and with them, plan and conduct at least one in-person public feedback session on the preliminary transition plan. The purpose of the session is to identify any public preferences and priorities for accessibility retrofits by site or by urgency. A second session will be conducted by a remote platform, such as Zoom, enabling persons with disabilities to participate from home or work.

5.3 Subsequent to the public feedback activity, WTG will prepare a report summarizing how staff feedback and public feedback influenced the transition plan priorities.

6. **Transition Plan**: WTG will prepare and deliver a ***transition plan*** to the County. This is an Excel document. Included in the plan will be:

6.1 A description of the barrier (found in our site reports);

6.2 A description of how the barrier will be removed (found in our hyperlinked site report and in the transition plan as described below);

6.3 The County employee responsible for barrier removal (found in the Transition Plan);

6.4 The date or phase when the retrofit occurs; and

6.5 A cost reference for planning purposes, for each retrofit;

7. **Identify, Develop, and Deliver Staff Training Modules:** WTG will survey key County staffs regarding training topics, and prepare and deliver at least three training modules. WTG will work closely with the County ADA Coordinator to identify and develop each module.

8. **Prepare and Deliver Final Reports**: WTG will prepare and provide a Final Report regarding the project, including:

8.1 A Final Report with sections that address process, ADA requirements, scope of work, access audit summary recommendations, policy and program recommendations, community engagement, and staff training.

8.2 Site reports, as described earlier, for every site audited;

8.3 A community engagement report, as described earlier;

8.4 A combined program and policy report;

8.5 A Transition Plan, as described earlier;

8.6 Deliver all reports by way of an FTP site dedicated for use by the County;

8.7 Review site reports remotely at no charge with County staff; and

8.8 Report to County stakeholders in person, or by a remote platform, at the convenience of the County.

9. **Value Added Service:** WTG will offer two staff trainings at no charge.

9.1 One three-hour training will be conducted regarding the application of the 2010 standard to existing and new sites;

9.2 One three-hour training will review the eight-step inclusion process.

10. **Communication**: both WTG and the County agree to name one principal contact.

10.1 The principal contact for WTG shall be Shelley Zuniga, Principal. Her email is shelley.zuniga@rac-llc.com and her phone is 224-293-6452 or 847-323-1427.

10.2 The principal contact for Rowan County is Kelly Natoli. She can be reached at 704-216-8105 or at kelly.natoli@rowancountync.gov.

11. **Exclusions:** The scope of work by WTG, in this Agreement, does not include architectural services, civil engineering, structural engineering, land surveying, aquatic engineering, or MEP engineering, unless amended as per section 17 of this Agreement.

In addition, WTG does employ an attorney licensed in Illinois. However, none of the advice offered to the County is intended as legal advice, and the County shall not construe advice from WTG as legal advice.

12. **Insurance**: WTG shall maintain both general liability insurance and professional liability insurance for the duration of this contract.

12.1 WTG will name Rowan County as an additional insured in its general liability policy. This expires upon the delivery of reports and the making of presentations to County leadership.

12.2 WTG will name Rowan as an additional insured in its professional liability policy, to expire upon the delivery of reports and the making of presentations to County leadership.

13. **Compensation**: Rowan County shall pay to WTG the amount of $74,494.50. As work is completed, WTG will invoice the County.

14. **General Conditions**: The General Terms and Conditions attached to this agreement as Attachment B are an integral part of the Agreement. WTG and Rowan County agree to implement these Terms and Conditions.

15. **Effective Date**: this agreement is effective upon the signature by authorized representatives of both WTG and Rowan County, but not later than June 30, 2020.

16. **Force Majeure**: Neither WTG or Rowan County are liable for any failure or delay due to causes beyond the control of either party, including acts of war, terrorism, earthquakes, tornadoes, floods, riots, sabotage, or acts of God. In the event of such an occurrence, the party wishing to suspend the project must give written notice to the other party at least 60 days prior to the desired date of suspension, and both parties must take commercially available steps to accomplish the work. WTG and Rowan County agree that if no work can be accomplished for a period of 180 days, that the project may be suspended until it can be resumed.

17. **Amendment**: this agreement may be amended in writing, for additional scope as contemplated in the proposal submitted by WTG, with the written consent of both Rowan County and WTG.

18. **Expiration**: this Agreement expires upon the acceptance of all reports and the presentation to County Leadership by WTG to Rowan County.

For The WT Group, LLC Accessibility Practice

John N. McGovern, JD
Partner, Principal in Charge
WT Group Accessibility Practice

Date: 5/18/2020

For Rowan County

_____

Date: ___/___/2020

Print Name and Title Below

WT Group

Engineering • Design • Consulting

GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT –** The Client or Owner agrees to compensate the Consultant for services on a fixed fee basis. Services and expenses will be invoiced upon completion of that service, not necessarily at the end of the project. Invoice amounts are due within 30 days. Interest of 1% per month compounded daily applies to all invoices outstanding after 30 days.

2. **REIMBURSABLE EXPENSES** - Reimbursable expenses shall be marked up 10% and are subject to the payment terms described in Condition 1 above.

3. **CONSEQUENTIAL DAMAGES –** The Client, Owner, and Consultant agree to waive consequential damages for claims, disputes or other matters arising from or related to this Agreement against each other.

4. **DELAYS –** The Consultant will not be liable for delays due to force majeure or for any delays caused by others or by circumstances outside the control of Consultant.

5. **DISPUTE RESOLUTION –** Any dispute under this contract shall be subject to mediation as a condition precedent to litigation. Mediation shall be initiated by a written demand served by any party hereto to the other party. Mediation shall take place at such forum and with a mediator acceptable to both parties hereto. Costs of mediation shall be shared equally by the parties.

6. **ENVIRONMENTAL –** The Consultant assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

7. **JOBSITE SAFETY –** The Consultant is not responsible for job site safety or for construction means, methods, techniques, or sequences. Job site safety and construction means, methods, techniques, and sequences are the responsibility of the Owner.

8. **LIMITATION OF LIABILITY –** The Client or Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant so that the **total aggregate liability of the Consultant shall not exceed the Consultant's** fee paid for services rendered pursuant to this Agreement.

   It is acknowledged and agreed that this limitation of liability applies to any and all causes of action, be it sounding in contract, tort, statutory violation

or otherwise. The Client or Owner agrees to bring any claims against the Consultant Company, not any individual directors, officers or employees of the Consultant.

9. **OWNER PROVIDED INFORMATION –** The Consultant shall have the right to rely on the accuracy of any information provided by the Owner or Client. The Consultant will not review this information for accuracy *except as noted in the proposal*.

10. **OWNERSHIP OF INSTRUMENTS OF SERVICE –** All documents, including drawings, plats, and other data prepared or furnished by Consultant pursuant to this Agreement are Instruments of Service with respect to the Project. The Consultant retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights.

    The Consultant grants a nonexclusive license to use the Instruments of Service to the Client or Owner for purposes related to reporting, grant seeking, public information, risk management, and other management purposes, provided Owner or Client shall comply with all obligations required by this Agreement, including prompt payment of all sums when due. Any termination of this Agreement prior to completion of the services shall terminate this license. For use of this report by the Client or Owner for other purposes, the express written consent of the Consultant must be obtained.

11. **RIGHT OF ACCESS –** The Consultant shall have access to the job site whenever work is in preparation or in progress.

12. **TERMINATION –** The contract may be terminated by either party for convenience with 14 days' written notice, or for cause with 7 days written notice. The project may be suspended by the client with 30 days written notice. In the event of suspension or cancellation for convenience, the Client shall pay all fees and expenses incurred prior to the date of notice.

13. **STANDARD OF CARE –** The standard of care for all professional services performed or furnished by Consultant under this Agreement will **be the skill and care used by members of the Consultant's profession** under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under the Agreement or otherwise in connection with **Consultant's services.**

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: May 21, 2020
SUBJECT: Purchase of Vehicle for the Rowan County Sheriff's Office

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Please see the attached information.

Please award a contract to Performance Automotive for the purchase of one Dodge Durango at a cost not to exceed $31,216 for the Rowan County Sheriff's Office.

ATTACHMENTS:

Description	Upload Date	Type
Purchase of Vehicle for Sheriff's Office	5/26/2020	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
David Sifford, Purchasing Agent DS

Re: Approval to Purchase a Vehicle for the Sheriff's Office

Date: May 21, 2020

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Performance Automotive has agreed to extend to the County the same price and terms set forth in its contract with the North Carolina Sheriff's Association (NCSA contract #19-05-0911) for the purchase of one vehicle. Performance Automotive will supply a Dodge Durango at a cost of $31,216.

Attached is the Awarded Dealers page from the NCSA Bid Award and pricing sheet for the vehicle from Performance Automotive. The NCSA bid documents are on file in the Purchasing Office. This vehicle will replace a Ford Explorer that was approved by the Board of Commissioners on September 3, 2019. That vehicle has a production delay with an unknown delivery date due to the COVID-19 pandemic. The Dodge Durango is currently available and suits the Sheriff's Office needs. The purchase of the vehicle is within the approved fiscal year 2020 budget.

Staff's Recommendation: The Sheriff's Office and the Finance Department recommend that a contract be awarded to Performance Automotive for the purchase of one Dodge Durango at a cost not to exceed $31,216.

North Carolina Sheriffs' Association
Vehicle and Motorcyle Procurement
Bid 19-05-0911R and Bid 20-06-0911

Bid 19-05-0911R

Dealer	Contact Name	Address	City	State	Zip Code	E-Mail Address	Office	Mobile	Fax
Asheville Ford Lincoln	Jeff Williams	611 Brevard Road	Asheville	NC	28806	jwilliams@ashevilleford.com	(828) 253-2731 ext. 324	(828) 279-4933	(828) 258-6204
Capital Chevrolet	Rod Mitchell	9820 Capital Blvd.	Wake Forest	NC	27587	rmitchell@capitalchevroletnc.com	(919) 573-8530	(919) 291-8172	
Capital Ford of Raleigh	Jennifer Romano	4900 Capital Blvd.	Raleigh	NC	27616	jromano@capitalford.com	(919) 790-4648	(919) 524-5232	(919) 871-6917
Cooper Ford	Dan Kidd	5292 Hwy 15-501	Carthage	NC	28327	dan.kidd@cooperford.net	(910) 947-2244	(910) 742-8529	(910) 947-5792
Fred Anderson Toyota of Raleigh	Tim Germain	9101 Glenwood Avenue	Raleigh	NC	27617	tgermain@anderson-auto.com	(919) 571-5109	(919) 218-3168	
Fred Anderson Toyota of Raleigh	Greg Perry	9101 Glenwood Avenue	Raleigh	NC	27617	gperry@anderson-auto.com	(919) 787-0099	(919) 523-8878	
Ilderton Chrysler Dodge Jeep Ram	Catherine Martin	701 S. Main Street	High Point	NC	27261	cmartin@ilderton.com	(336) 822-8702		(336) 887-4043
Ilderton Chrysler Dodge Jeep Ram	Morgan Butler	701 S. Main Street	High Point	NC	27261	mbutler@ilderton.com	(336) 822-8708	(336) 906-0794	(336) 887-4043
Ilderton Chrysler Dodge Jeep Ram	Kim Tuttle	702 S. Main Street	High Point	NC	27262	ktuttle@ilderton.com	(336) 822-8704		(336) 887-4043
Mercedes Benz of Durham	Brian Fleming	110 Kentington Drive	Durham	NC	27713	brian.fleming@hendrickauto.com	(919) 354-7766	(919) 593-4106	(919) 354-7452
Modern Chevrolet of Winston-Salem	Randy Andrews	5955 University Parkway	Winston-Salem	NC	27105	randrews@modernauto.com	(336) 722-4191		(336) 538-0048
Modern Chevrolet of Winston-Salem	Chip Absher	5955 University Parkway	Winston-Salem	NC	27106	absherchip@gmail.com	(336) 722-4191		
Modern Nissan of Winston-Salem	Joe Joy	5795 University Parkway	Winston-Salem	NC	27105	jjoy@modernauto.com	(336) 767-8260	(336) 880-5899	(336) 744-2136
Parks Chevrolet, Inc.	Rick Nash	615 Hwy 66 South	Kernersville	NC	27284	rnash@bellsouth.net	(704) 875-6558 ext. 5048	(704) 361-4852	(336) 992-2033
Performance Chrysler Dodge Jeep Ram	Gene Daniel	605 Warsaw Road	Clinton	NC	28328	gdaniel@performancecdjr.com	(910) 592-5337		
Performance Chrysler Dodge Jeep Ram	Amy Hill	605 Warsaw Road	Clinton	NC	28328	ahill@performancecdjr.com	(910) 592-5337	(336) 687-7964	
Performance Ford	Gene Daniel	213 Southeast Boulevard	Clinton	NC	28328	gdaniel@performancecdjr.com	(910) 592-5337		
Piedmont Truck Center, Inc.	Spencer Wood	412 South Regional Road	Greensboro	NC	27409	srwood@piedmonttruckcenter.com	(336) 668-2401	(336) 688-2239	(336) 668-2494
Shelton's Harley-Davidson	Shelton Davis	1043 Outlet Center Drive	Smithfield	NC	27557	sheltonsmall@sheltonshd.com	(919) 938-1592		(919) 938-1697
Shelton's Harley-Davidson	Sharon Davis	1043 Outlet Center Drive	Smithfield	NC	27557	sharon.davis@sheltonshd.com	(919) 938-1592		(919) 938-1697

Bid 20-06-0911

Dealer	Contact Name	Address	City	State	Zip Code	E-Mail Address	Office	Mobile	Fax
Asheville Ford Lincoln	Jeff Williams	611 Brevard Road	Asheville	NC	28806	jwilliams@ashevilleford.com	(828) 253-2731 ext. 324	(828) 279-4933	(828) 258-6204
Capital Chevrolet	Rod Mitchell	9820 Capital Blvd.	Wake Forest	NC	27587	rmitchell@capitalchevroletnc.com	(919) 573-8530	(919) 291-8172	
Capital Ford of Raleigh	Jennifer Romano	4900 Capital Blvd	Raleigh	NC	27616	jromano@capitalford.com	(919) 790-4648	(919) 524-5232	(919) 871-6917
Cooper Ford	Dan Kidd	5292 Hwy 15-501	Carthage	NC	28327	dan.kidd@cooperford.net	(910) 947-2244	(910) 742-8529	(910) 947-5792
Fred Anderson Nissan of Raleigh	Tim Germain	9225 Glenwood Avenue	Raleigh	NC	27617	tgermain@anderson-auto.com	(919) 571-5109	(919) 218-3168	
Fred Anderson Nissan of Raleigh	Don Freas	9225 Glenwood Avenue	Raleigh	NC	27618	dfreas@anderson-auto.com	(984) 242-1726	(609) 457-3405	
Fred Anderson Toyota of Raleigh	Tim Germain	9101 Glenwood Avenue	Raleigh	NC	27617	tgermain@anderson-auto.com	(919) 571-5109	(919) 218-3168	
Fred Anderson Toyota of Raleigh	Greg Perry	9101 Glenwood Avenue	Raleigh	NC	27617	gperry@anderson-auto.com	(919) 787-0099	(919) 523-8878	
Ilderton Chrysler Dodge Jeep Ram	Catherine Martin	701 S. Main Street	High Point	NC	27261	cmartin@ilderton.com	(336) 822-8702		(336) 887-4043
Ilderton Chrysler Dodge Jeep Ram	Morgan Butler	701 S. Main Street	High Point	NC	27261	mbutler@ilderton.com	(336) 822-8708	(336) 906-0794	(336) 887-4043
Ilderton Chrysler Dodge Jeep Ram	Kim Tuttle	702 S. Main Street	High Point	NC	27262	ktuttle@ilderton.com	(336) 822-8704		(336) 887-4043
Modern Chevrolet of Winston-Salem	Randy Andrews	5955 University Parkway	Winston-Salem	NC	27105	randrews@modernauto.com	(336) 722-4191		(336) 538-0048
Modern Chevrolet of Winston-Salem	Chip Absher	5955 University Parkway	Winston-Salem	NC	27106	absherchip@gmail.com	(336) 722-4191		
Modern Nissan of Winston-Salem	Joe Joy	5795 University Parkway	Winston-Salem	NC	27105	jjoy@modernauto.com	(336) 767-8260	(336) 880-5899	(336) 744-2136
Modern Toyota of Winston-Salem	Randy Andrews	3178 Peters Creek Pkwy	Winston-Salem	NC	27127	randrews@modernauto.com	(336) 722-4191		
Modern Toyota of Winston-Salem	Ted Hicks	3179 Peters Creek Pkwy	Winston-Salem	NC	27128	thicks@modernauto.com	(336) 793-5937		
Piedmont Truck Center, Inc.	Spencer Wood	412 South Regional Road	Greensboro	NC	27409	srwood@piedmonttruckcenter.com	(336) 668-2401	(336) 688-2239	(336) 668-2494

PERFORMANCE AUTOMOTIVE

CHRYSLER DODGE Jeep RAM Ford

Vehicle Price Worksheet

NAME: Rowan County Sheriffs Office

Make: Dodge Model: Durango Date: 5/14/2020

Model: 2020 Dodge Durango Pursuit, 5.7L Hemi V-8 AWD Year: 2020

VIN#: 1C4SDJFT7LC287151 Stock #: G06749

Salesman: Govt Color: Granite Miles: 15

Vehicle Pricing:

Market Price: $ 40,205.00

Sales Price: $ 31,216.00

Government Concessions:

TB0144	2020 Chrysler Government Concessions

Final Base Vehicle Pricing: $ 31,216.00

Upfit/Accessory Pricing

Total Body Cost: $ -

Total Vehicle Cost: $ 31,216.00

Trade In Allowance:

0

$ -

Less: Payoff: $ -

Trade Equity: $ -

Net Due Prior to Taxes: $ 31,216.00

Dealer Doc Fee:

License Fees:

Sales Tax:

Cash Downpayment: $ -

Net Vehicle Cost: $ 31,216.00

Subject to Prior Sale

605 Warsaw Road * Clinton, North Carolina 910-592-5337

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: May 27, 2020
SUBJECT: Schedule Public Hearing for Z 01-20 for June 15, 2020

Property owners Mark and Lorin Oden's rezoning petition Z 08-00 / CUP 03-00 from Rural Agricultural (**RA**) to Commercial, Business, Industrial with a Conditional District (**CBI-CD**) to accommodate a pier and dock construction business for their property located in the 8600 Block of Bringle Ferry Road referenced as tax parcel 644-150 was approved by the Board of Commissioners on March 20, 2000. The Oden family elected not to proceed with the business resulting in an expired conditional district. Sections 21-61 through 63 of the Zoning Ordinance indicate conditional districts are established exclusively for uses identified on the site plan and must receive a zoning permit for construction within two (2) years of rezoning to remain valid.

The Oden family requests the rezoning of their 8.36 acre tract from **CBI-CD** to **RA**.

Schedule Public Hearing for June 15th.

The Planning Board voted to recommend approval at their May 26th meeting and will consider the request again on May 29th at 12:00 PM to allow for any comments received after the initial hearing.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/27/2020	Exhibit
GIS Map	5/27/2020	Exhibit
Application	5/27/2020	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
MAY 27, 2020
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 01-20

Request: Rezone 8.36 AC from CBI-CD (expired conditional district – pier and dock construction) to RA

Parcel ID: 644-150

Location: 8600 Blk. Bringle Ferry Rd.

Lot size: 8.36 AC.

Owner / Applicant: Mark and Lorin Oden

Watershed: WSIV PA Tuckertown Reservoir

Floodplain: None

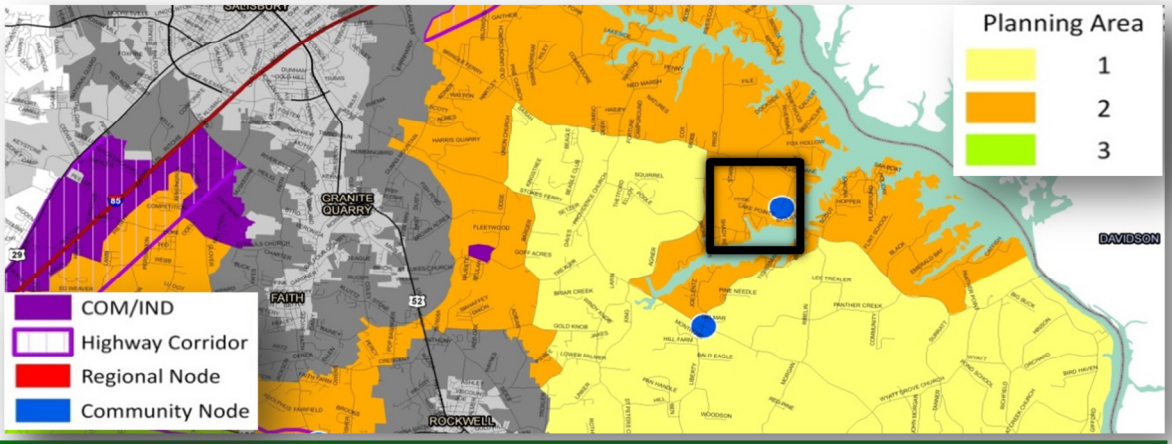
Existing Improvements: Vacant / Wooded property

BACKGROUND Property owners Mark and Lorin Oden's rezoning petition Z 08-00 / CUP 03-00 from Rural Agricultural (**RA**) to Commercial, Business, Industrial with a Conditional District (**CBI-CD**) to accommodate a pier and dock construction business for their property located in the 8600 Block of Bringle Ferry Road referenced as tax parcel 644-150 was approved by the Board of Commissioners on March 20, 2000. The Oden family elected not to proceed with the business resulting in an expired conditional district. Sections 21-61 through 63 of the Zoning Ordinance indicate conditional districts are established exclusively for uses identified on the site plan and must receive a zoning permit for construction within two (2) years of rezoning to remain valid.

REQUEST The Oden family requests the rezoning of their 8.36 acre tract from **CBI-CD** to **RA**.

CONFORMITY WITH ADOPTED PLANS / POLICIES

- Located in Area 2 of the Eastern Area LUP generally defined as lands adjacent to municipal jurisdictions and surrounding High Rock Lake.
- Rural Businesses may be appropriate along recognized thoroughfares.
- Area 2 is primarily zoned **RA**.



CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

RA – This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a conditional use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.

COMPATIBILITY OF USES

MAJOR GROUP	INDUSTRY GROUP	CBI-CD	RA
Residential		Not Permitted	Permitted
Construction		Pier and dock const.	Permitted with SR
Manufacturing		Not Permitted	Permitted with SR
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Not Permitted	Some Permitted with SR
Wholesale Trade		Not Permitted	Most Permitted with SR
Retail Trade		Not Permitted	Permitted with SR
Finance, Ins., & Real Est.		Not Permitted	Permitted with SR
Services		Not Permitted	Most Permitted with SR
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Not Permitted	Permitted

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

Source: Section 21-113 Table of Uses

POTENTIAL IMPACT ON ROADS

Bringle Ferry Road –

- Classified as a major thoroughfare.
- Annual Average Daily Traffic (AADT) count collected in 2017 adjacent to the property estimate 2,600 vehicle trips along this section and a historical high of 3,800 in 2015.
- Comprehensive Transportation Plan (CTP) estimates road capacity at 15,100 AADT.
- Without a known use, staff would anticipate a minimal impact on Bringle Ferry Road based on the allowed uses and property size.

CONDITIONS IN THE VICINITY

See Enclosed Map –

- An arrangement of residential uses is located along the frontage of Bringle Ferry and Poole Roads to the north and west.
- Parcels to the south and east are relatively large and less developed.
- Concentration of homes in Lakeside View and Lake Pointe is located approximately .44 miles south in the Second Creek cove of High Rock Lake.
- Community Node at Tamarac is located approximately .66 miles to the east.
- The property at 3125 Poole Road, located approximately 640 feet south, was rezoned to **CBI-CD** in 2004 for a machine shop (Z 17-03 & CUP 37-03).

POTENTIAL IMPACT ON UTILITIES The property will be served by an on-site well and septic system.

POTENTIAL IMPACT ON SCHOOLS Staff estimates approximately 12 lots could be created through a major subdivision, which would have minimal impact on school capacity.

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

PROCEDURES The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. The recommended statement will be available for the June 15th hearing.

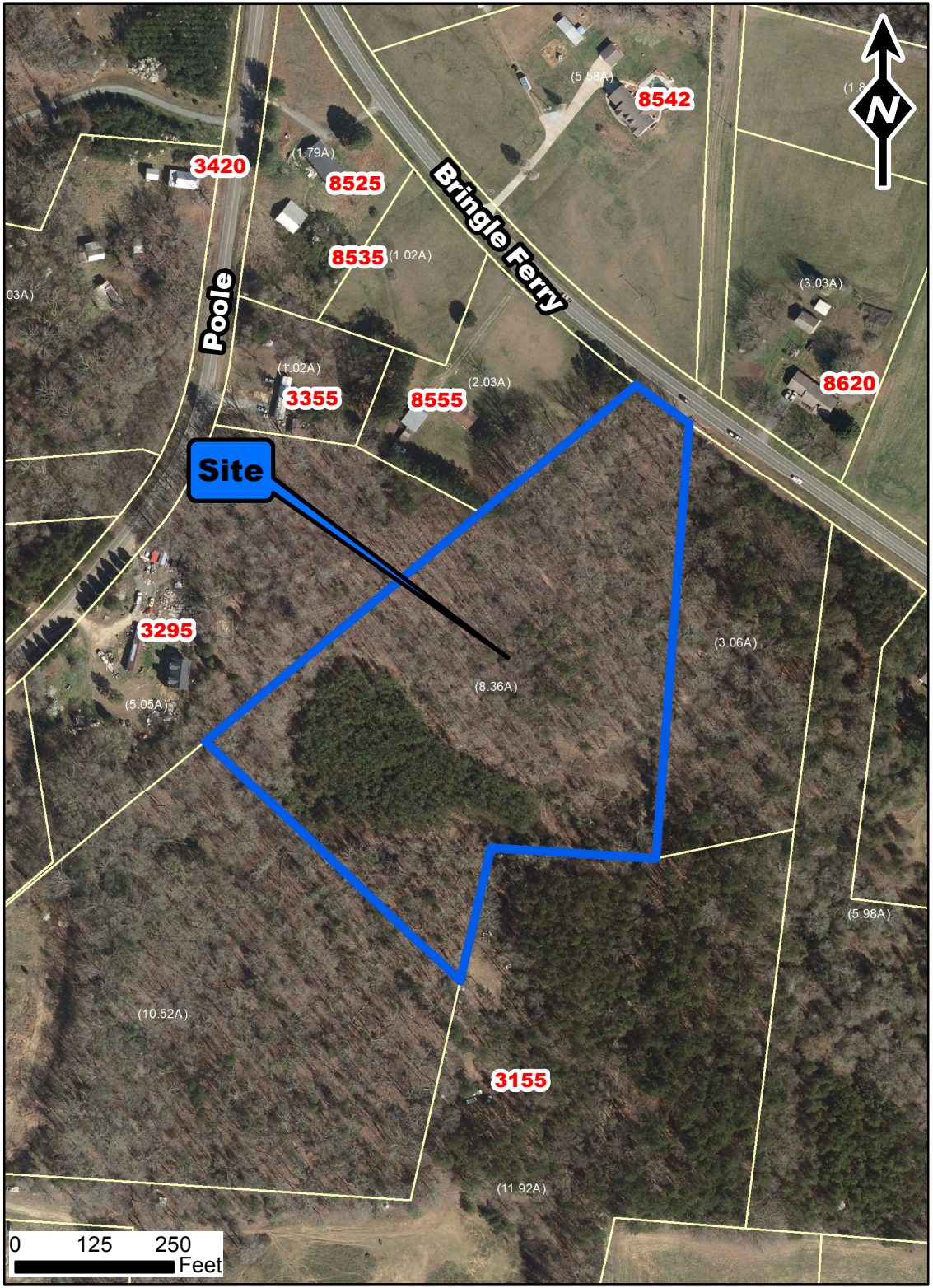
PUBLIC NOTICE **May 11th –** Letters mailed to eight (8) adjacent property owners (within 100 feet of site).

May 12th – Sign posted on property.

May 13th – Request posted on Planning Department website.

MARCH 26TH PLANNING BOARD MEETING The Planning Board voted 8-0 to recommend approval. Due to recent NCGS changes for remote meetings, the board will meet on May 29th at 12:00 PM for a second vote to finalize their recommendation to the Board of Commissioners.

STAFF COMMENTS When conditional districts are no longer relevant or achieve the property owner's interest, they must be rezoned to a general zoning district. In this case, **RA** is most appropriate.



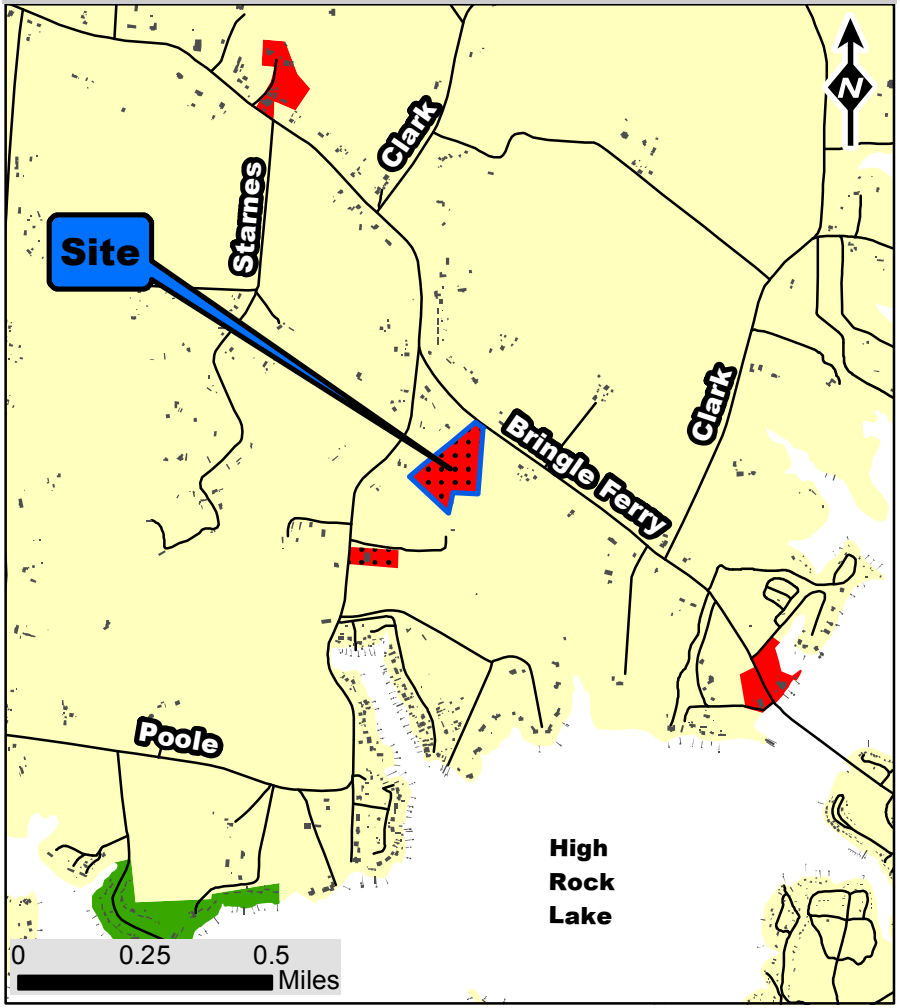
ROWAN COUNTY
NORTH CAROLINA
Be an original.

Z 01-20: Mark & Lorin Oden

LEGEND

- RA
- MHP
- CBI
- CBI CD
- Site
- Parcels
- Roads
- Buildings
- 5285 Addresses
- Feb. / Mar. 18 Aerial

Prepared by Rowan County Planning & Development Department. May 7, 2020



Received 3-20-2020 pending payment

COPY

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

Case # Z 01-20
Date Filed
Received By
Amount Paid $300
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Mark A. Oden

Signature:

Phone: 704-637-6498 Email: markaoden@yahoo.com

Address: 150 Dockside Drive, Salisbury, NC 28146

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

Name: Mark A. Oden

Signature:

Phone: 704-637-6498 Email: markaoden@yahoo.com

Address: 150 Dockside Drive, Salisbury, NC 28146

PROPERTY DETAILS:

Tax Parcel(s): 644-150 Size (sq.ft. or acres): 8.353

Property Location: Bringle Ferry Road (0.25 miles past Poole Road)

Current Land Use: N/A

Date Acquired: 2/29/2000 Deed Reference: Book 876 Page 300

REQUEST DETAILS:

Existing Zoning District CBI CUD Requested Zoning District RA

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

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

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

STATE OF _____ **COUNTY OF** _____

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

My commission expires_____, 20 _____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 5 / 26 / 20 3. Notifications Mailed: 5 / 11 / 20 4. Property Posted: 5 / 12 / 20 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: May 21, 2020
SUBJECT: Consider SNIA 01-20

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request Empire Excavating LLC. to construct a 8,400 sq.ft. conditioned space warehouse at 1160 Gateway Dr. Mooresville. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

This request meets all standards of approvals.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/21/2020	Exhibit
Site Plan	5/21/2020	Exhibit
Application	5/21/2020	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: May 21, 2020
RE: **SNIA 01-20**

BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Approve / Deny / Table **SNIA 01-20**

REQUEST

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request Empire Excavating LLC. to construct a 8,400 sq.ft. conditioned space warehouse at 1160 Gateway Dr. Mooresville. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Applicant:	Empire Excavating LLC.	Property Owner:	PAM Holdings LLC.
Location:	1160 Gateway Dr.	Tax Parcel:	230C-034
Zoning:	IND	Purpose:	Warehousing
Watershed:	WS II BW (Coddle Creek)		

STAFF CALCULATIONS

- Total lot area (less r/w): **1.68 AC**
- Current total built upon area: **N/A**
- Proposed structure size: **8,400 sq.ft.**
- Proposed other improvements: **26,136 sq.ft.**
- Total coverage after development: **34,536 sq.ft. (48%)**
- Allowable coverage by right: **8,781 sq.ft. (12%)**
- Coddle Creek Watershed Acreage Total: **11,885 AC**

- Acres approved for SNIA: **157 AC out of possible 1,188 AC (10%)**
- Percentage removed from 10% allocation total: **0.132%**

STAFF COMMENTS This request meets all standards for approval.

OWNER/DEVELOPER

Name: PAM HOLDINGS LLC

Address: 1160 GATEWAY DRIVE

City/State/ZIP: MOORESVILLE 28115

Phone/Email:

PARCEL

PIN #: 230C034

Book/Page: 1305/391

City/State/ZIP: 1160 GATEWAY DRIVE

Zoning Jurisdiction: ROWAN COUNTY Zoning Group: IND

Setbacks: Front: 50' Side: 10' Back: 10'

WATERSHED

The Property ■ IS ☐ IS NOT located in a Watershed Overlay District

Watershed District: WS-II Jurisdiction: ROWAN COUNTY

The Property ☐ IS ■ IS NOT located in a FEMA 100-year Floodplain

Acreage: N/A

BUILDING INFORMATION

Building Height: TBD Use: S-1 (SIC Code: 4215)

PARKING

Req. Parking Spaces: 10 Proposed: 15 SPACES

Calculation Method: 10 EMPLOYEES * (1 SPACES / EMPLOYEE) = 10 SPACES

IMPERVIOUS AREA

Existing Impervious: 0 AC Proposed: 0.88 AC Total Area: 1.68 AC

Percent Impervious: 54.3% Classification: N/A

Building Impervious: 0.20 AC

parking and driveway Impervious: 0.60 AC

total proposed Impervious: 0.80 AC

DISTURBED AREA

Disturbed Area: 0.88 AC Total Area: 1.68 AC

An Erosion Control Plan IS ☐ IS NOT ■ required to be submitted for review.

EMPLOYEE/ HOURS

10 EMPLOYEES WORKING 8 AM-5 PM MONDAY- FRIDAY

DRIVEWAY PERMIT

N/A-GATEWAY IS NOT A NCDOT ROAD

FIRM PANEL NUMBER

4686

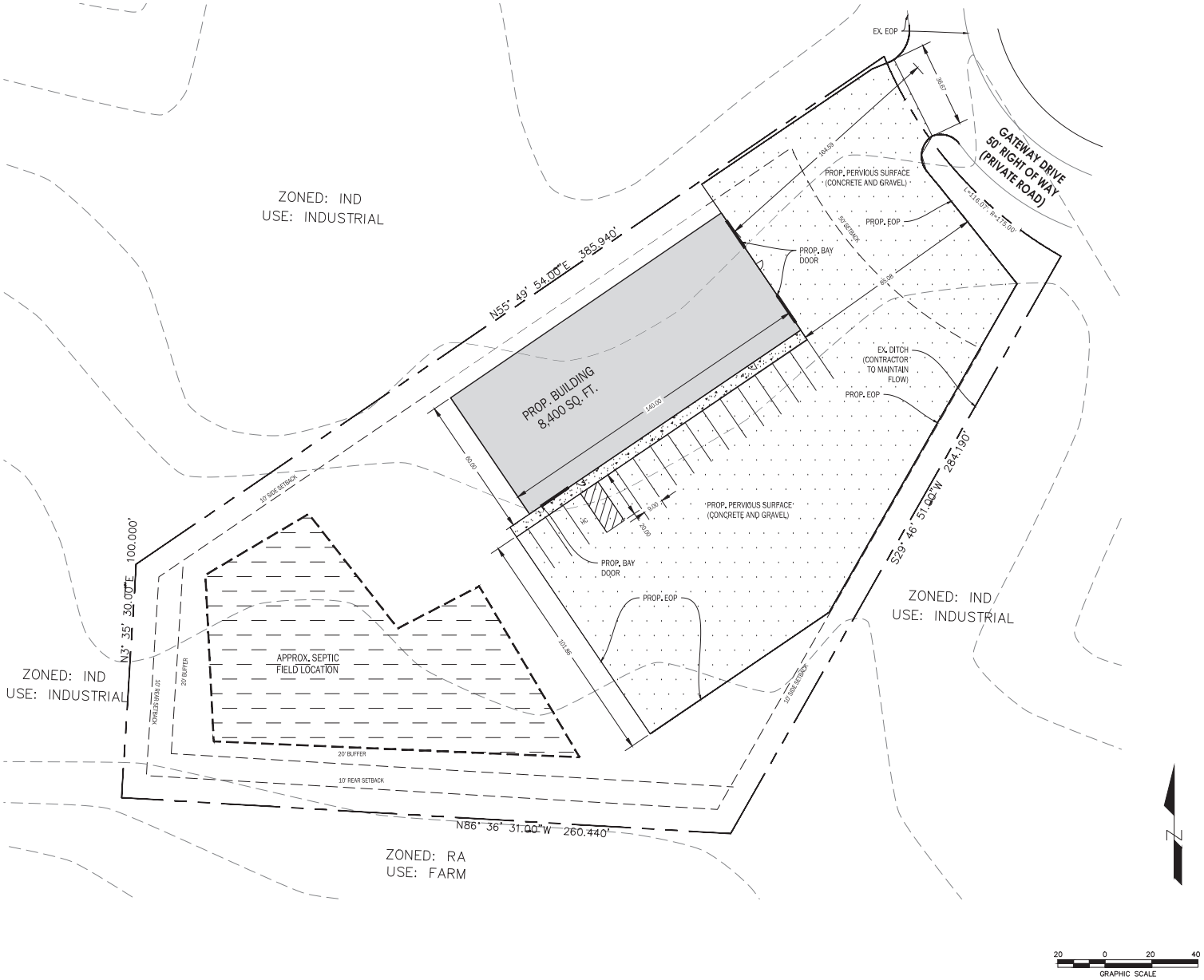
LANDSCAPE NOTES:

1. LARGE MATURING TREES SHALL HAVE A CALIPER OF ONE AND HALF INCEST AND MEASURED 6" ABOVE THE PROPER PLANTING LEVEL
2. PLANTINGS TO BE PLANTED 5' OFF CENTER

= GREEN GIANTS (THUJA PLICATA)

Screening shall be one (1) of the following:

1. A row of evergreen conifers or broadleaf evergreens placed not more than five (5) feet apart which would grow to form a continuous hedge of at least six (6) feet in height within two (2) years of planting; or
2. A masonry wall located within the required buffer; such wall shall be a minimum height of six (6) feet (above finished grade;) and, if a block wall, it shall be painted on all sides; or an opaque fence six (6) feet in height; or
3. A berm and planting combination, with the berm an average height of three (3) feet and dense plantings which will, when combined with the berm, achieve a minimum height of six (6) feet and seventy-five (75) percent opacity within two (2) years.
4. Lawn, low-growing evergreen shrubs, evergreen ground cover, or rock mulch covering the balance of the buffer.



DARDEN ENGINEERING SERVICES, PLLC
PHONE NO. 704-663-7738
EMAIL: info@dardenengr.com
#P-1443

DESIGN NO.	PROJECT NO.	DRAWN BY	CHECKED BY
	20-105	JS	JCD

5/6/20

APPROVED FOR CONTRACT

OWNER DATE

ENGINEER DATE

© DARDEN ENGINEERING SERVICES

NO.	DATE	DESCRIPTION	BY	CHKD.
		REVISIONS		

GATEWAY DRIVE
1160 GATEWAY DRIVE
MOORESVILLE 28115

SITE PLAN

SCALE: AS NOTED

C-1

- OF -

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

Case #	SNIA 01 - 20
Date Filed	5/13/20
Received By	SAS
Amount Paid	$100

Office Use Only

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: PAT MUSI PAM Holdings llc.

Signature: P. Musi

Phone: 704-664-2051 Email: INFO@MUSIRACING.Com

Address: 379 B Timber Rd
Mooresville NC. 28115

APPLICANT / AGENT INFORMATION:

Name: LEON BOUWENS Jr. EMPIRE EXCAVATING llc.

Signature: Leon Bouwens MGR.

Phone: 704-363-8707 Email: Butch@EMPIREEXCAVATINGllc.Com

Address: 167 Thunder Rd.
Mooresville N.C. 28115

PROPERTY DETAILS:

Tax Parcel: 230C034 Zoning District: IND

Location: 1160 Gateway Drive, Mooresville 28115

Size (sq. ft. or acres): 1.68 acres Watershed: WS-II

Current Land Use: Vacant Land

List the current or proposed use of the property and a general description of what will be constructed under this application:

A 12,000 SF building with associated parking, landscaping, and septic field. The building will be classified as S-1 storage and used for general air conditioned storage.

Will there be ***land disturbing activity*** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☒

Structures: Existing 0 sq.ft. Proposed 8,400 sq.ft.

Other Impervious Coverage: Existing 0 sq.ft Proposed 26,136 sq.ft

Remaining Undeveloped Area: 38,333 sq.ft. 47.4 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☒

If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☒ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Lisa Bowers
Signature

4/28/2020
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 6 / 1 / 20 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ___/___/___

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

X Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA

_____ Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

X Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

X Average lot size (in square feet).

(c) Built Upon Area.

X The accurate location and use of all existing and proposed buildings and other structures and location and size, in square feet, of all built-upon areas including parking and loading facilities.

X The percent of the project that will be covered with an impervious surface.

X The area, in acres, to be left natural

(d) Streams / Rivers.

N / A The accurate location of all perennial streams and natural drainage areas on the property on the site plan.

(e) Buffers.

X The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	1.68 AC	Other coverage	26,136 sq.ft.
Allowable coverage by right	8,781 sq.ft.	Total coverage	34,536 sq.ft.
Allowable coverage with 70%	51,226 sq.ft	Undisturbed acreage	38,644 sq.ft.
Existing coverage	0	Watershed acres	11,885 AC
Pre-1994 coverage	0	Acres approved for SNIA	157 AC
Building size	8,400 sq.ft.	Percentage Removed	1.3%

Checked By: SAS Date: 5.20.20

Comments: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: May 22, 2020
SUBJECT: Construction Bid and BA for the Dan Nicholas Park Concession Stand Project

---

Please see the attached information.

Please award a contract to Salcoa Construction to construct a new concession stand at Dan Nicholas Park at a cost not to exceed $886,800 and approve the attached budget amendment.

ATTACHMENTS:

Description	Upload Date	Type
Construction Bid and BA for the Dan Nicholas Park Concession Stand Project	5/26/2020	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
David Sifford, Purchasing Agent DS

RE: Acceptance of Bid for Dan Nicholas Park Concession Stand Project

DATE: May 22, 2020

After due advertisement, bids to construct a new concession stand at Dan Nicholas Park were received and opened by The Bogle Firm and David Sifford, Purchasing Agent.

Bids were received from seven general contractors: Salcoa Construction, Liles Construction, Encompass, Garanco, LaFave's Construction, S&S Building and Hostetter & Son. Salcoa Construction submitted the lowest bid in the amount of $886,800, including all alternates. With approval of the attached budget amendment, the project will be within the approved fiscal year 2020 budget.

The certified bid tabulation is attached. The complete bid packages are on file in the Purchasing Office.

Staff's Recommendation: It is the recommendation of The Bogle Firm, the Facilities Management Department and the Finance Department that a contract be awarded to Salcoa Construction to construct a new concession stand at Dan Nicholas Park at a cost not to exceed $886,800 and the associated budget amendment be approved.

BID TABULATION
Rowan County - Dan Nicholas Park Concession
REVISED - Thursday, May 7, 2020

CONTRACTORS	License Number	Bid Bond	AIA A305	MBE	Addenda #1,2,3,4,5,6	Base Position	BASE BID	Alt.#1 - Asphalt Shingle Alternate Bid	Alt.#2 - Brick Veneer Alternate Bid	Alt.#3 A - Aluminum Clad Wood Windows Fiber Cement Alternate Bid	OR	Alt.#3 B - Aluminum Clad Wood Windows Brick Veneer Alternate Bid	Alt.#4 - Generator, ATS & Remote Annunciator Alternate Bid	TOTAL
Encompass	72954	x	x	x	x		$909,000.00	-$29,000.00	$48,000.00	$5,000.00	OR	$5,000.00	(+) $31,000	
Garanco Inc.	34928	x	x	x	x		$924,200.00	-$37,000.00	$15,000.00	$8,200.00	OR	$11,100.00	(+) $35,000	
Hostetter & Son	76902	x		x	x		$1,144,000.00	$30,000.00	$40,000.00	$3,700.00	OR	$3,700.00	$36,200.00	
LaFave's Construction	29071	x	x	x	x		$993,600.00	-$44,111.00	$19,233.00	-$12,440.00	OR	-$11,209.00	$32,670.00	
Liles Construction	26158	x	x	x	x		$904,900.00	-$23,075.00	$23,740.00	-$18,418.00	OR	-$16,800.00	$30,200.00	
S&S Building	61690	x		x	x		$1,056,000.00	-$40,000.00	$49,000.00	$6,000.00	OR	$6,000.00	$28,000.00	
Salcoa Construction Co	70873	x	x	x	x		$856,000.00	-$24,725.00	$26,525.00	$0.00	OR	$0.00	$29,000.00	

Comments:
Note that the totals column is blank. Final totals will depend on the alernates chosen.
Salcoa Construction has the apparent low bid. Their bid will not change regardless of which alternate is selected.

I certify that the above is a true and accurate tabulation of thebids received at the above referenced dates.

The Bogle Firm
Architecture, PLLC
Salisbury, NC

Signature

DONALD R. BOGLE
REGISTERED ARCHITECT
10100
NORTH CAROLINA
SALISBURY, N.C.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget additional funds for the Dan Nicholas Park Concession Stand Project. Dan Nicholas Park donations in the amount of $45,000 are being appropriated. In total, Dan Nicholas Park donations account for $195,000 of the funding for this Project.

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Balance - Restricted	R	1154112-495010	45,000	
C/A - DNP Concessions	E	1154112-573023	86,800	
School Loan Interest	E	1159100-592012		41,800

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/22/20		Date:	Posted by:
Signature: Robie Heidrick		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: Carolyn Barger, Clerk to the Board
DATE: May 20, 2020
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
June Board Appointments	5/27/2020	Cover Memo

MONTHLY BOARD APPOINTMENTS
June 1, 2020
COMMISSION MEETING

CENTRALINA WORKFORCE DEVELOPMENT BOARD

Mike Beaver and Lewis Goldsmith applied for reappointment. Their term would be for two (2) years, effective July 1, 2020 through June 30, 2022.

HISTORIC LANDMARKS COMMISSION

Jonathan Barbee applied for reappointment for a three-year term that would expire on April 30, 2023.

JUVENILE CRIME PREVENTION COUNCIL (JCPC)

The individuals below applied for appointment and/or reappointment for the following seats:

- **Juvenile Defense Attorney:** John Basinger for reappointment for a two-year term, effective July 1, 2020 through June 30, 2022.

- **Sheriff's Designee:** Christopher "Scott" Flowers has been serving on the Council filling a seat as a member of the General Public. Sheriff Kevin Auten has requested Sgt. Flowers be appointed to serve as the Sheriff's designee. The term will expire November 30, 2022.

- **General Public:** Jenny Lee with the Rowan County United Way applied for the General Public seat vacated by Scott Flowers. The term would be for two (2) years, expiring June 30, 2022.

- **Non-Profit Agency:** Jason Scott Hinson for reappointment for a two-year term that will expire June 30, 2022.

- **School Superintendent Designee:** Carol Ann Houpe applied for reappointment for a two-year term that will expire June 30, 2022.

- **Mental Health:** Tressy McLean-Hickey applied for reappointment for a two-year term that will expire June 30, 2022.

ROWAN-CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES

Michelle Patterson applied for a four-year term. If approved, the term would be effective July 1, 2020 and expiring June 30, 2024.

Centralina Workforce Development Board Board

Name	Date	Boards	Address	Contact	Status
Mr John Michael Beaver	5/13/2020	Centralina Workforce Development Board BoC Meeting	1511 E 8th St Charlotte 28204 **Resident:** Yes	**Phone:** 704-637-9595 **Email:** bbhvac@aol.com	Validated
Mr. Milford (prefer to be called Lewis) Lewis Goldsmith, II	5/27/2020	Centralina Workforce Development Board BoC Meeting	2115 Bethany Trace Lane Winston Salem, NC 27127 **Resident:** Yes	**Phone:** 336-816-5025 **Email:** mgoldsmith@novanthealth.org	Validated

Historic Landmarks Commission Board

Name	Date	Boards	Address	Contact	Status
Mr. Jonathan Stuart Barbee	4/29/2020	Historic Landmarks Commission BoC Meeting	101 Polo Drive Salisbury, NC 28144 **Resident:** Yes	**Phone:** 9802343088 **Email:** jonathanbarbeehome@gmail.com	Validated

Juvenile Crime Prevention Council Board

Name	Date	Boards	Address	Contact	Status
Mr John Andrew Basinger	5/12/2020	Juvenile Crime Prevention Council BoC Meeting	106 S.Kayla Dr. Salisbury, NC 28146 **Resident:** Yes	**Email:** johnbasinger2003@yahoo.com	Validated

OnBoard2 - Powered by ClerkBase | Generated 5/27/2020 @ 11:17:09 AM

Christopher Scott Flowers	5/13/2020	Juvenile Crime Prevention Council BoC Meeting	1755 N. Main St China Grove, NC 28023 **Resident:** Yes	**Email:** christopher.flowers@rowancountync.gov	Validated
Jason Scott Hinson	5/12/2020	Juvenile Crime Prevention Council BoC Meeting	803 Laurel St China Grove, NC 28023 **Resident:** Yes	**Phone:** 9805211968 **Email:** jhinson9@yahoo.com	Validated
Carol Ann Houpe	5/19/2020	Juvenile Crime Prevention Council BoC Meeting	240 Castle Keep Road Salisbury, NC 28146	**Phone:** 7046306033 **Email:** carol.houpe@rss.k12.nc.us	Validated
Jenny Lee	8/13/2019	Juvenile Crime Prevention Council BoC Meeting	131 W. Innes Street Salisbury, NC 28144 **Resident:** Yes	**Phone:** 704-633-1802 **Email:** jlee@rcunitedway.org	Validated
Tressy McLean-Hickey	5/14/2020	Juvenile Crime Prevention Council BoC Meeting		**Email:** Tressy.Mclean-Hickey@cardinalinnovations.org	Validated

Rowan-Cabarrus Community College Board of Trustees Board

Name	Date	Boards	Address	Contact	Status

Michelle Patterson	4/8/2020	Rowan-Cabarrus Community College Board of Trustees BoC Meeting	10470 Caldwell Road Mount Ulla, NC 28125 **Resident:** Yes	**Phone:** 7042023234 **Email:** michelle@pattersonfarminc.com	Validated

ROWAN COUNTY – BOARD MEMBERSHIP

Rowan County has three (3) members on the twenty-four (24) member Centralina Workforce Development Board. The Rowan County Commissioners will select and approve nominations for WDB members based on the slate of nominations presented by the appropriate agencies and organizations listed under "General Information". Each WDB member is appointed to serve a two-year term. Upon approval by the county commissioners, individuals may be reappointed.

NAME	REPRESENTING	TERM EXPIRES	ATTENDANCE (Last 10 meetings)	
Mike Beaver	**Private Sector**	**06/30/2020**	**Present - 9**	**Proxies - 1**
Milford Lewis Goldsmith	**Private Sector**	**06/30/2020**	**Present – 8**	**Proxies – 2**
Corey Hill	Organized Labor	06/30/2021	Present – 7	Proxies - 3

SPECIFIC REQUESTS

Please obtain nominations **(unless a reappointment is requested)** and appoint two (2) individuals to fill the terms of July 1, 2020 - June 30, 2022. Nominations and appointments to fill the categories of ***Private Sector*** **representatives (2)** are requested.

Mike Beaver (Beaver Brothers, Inc.) is eligible for reappointment as a Private Sector representative. Mike is an excellent Board member representing Rowan County. He serves as chair of the Board's Marketing/Communications Focus Team. Mike Beaver has been contacted and has agreed to be reappointed for another 2-year term.

The Centralina WDB requests that Mr. Mike Beaver be reappointed as a PRIVATE SECTOR representative for Rowan County.

Milford Lewis Goldsmith II (Novant Health – Rowan Regional Medical Center) is eligible for reappointment as a Private Sector representative. Lewis is a dedicated Board member and shares his expertise in the healthcare field in representing Rowan County. He serves on the Board's NEXTGEN Council focused on services to youth. Lewis Goldsmith has been contacted and has agreed to be reappointed for another 2-year term.

The Centralina WDB requests that Mr. Milford Lewis Goldsmith II be reappointed as a PRIVATE SECTOR representative for Rowan County.

If an individual does not wish to be reappointed to the WDB or the County chooses not to reappoint, please obtain necessary nominations for appointments. Please supply David Hollars at Centralina WDB a list of nominations and appointees (including name, title, company/agency, address, and phone numbers) as soon as possible but no later than **July 1, 2020.**

Garcia, Elizabeth

From: Auten, Kevin
Sent: Tuesday, May 19, 2020 8:48 AM
To: Garcia, Elizabeth
Cc: Flowers, Christopher S
Subject: JCPC Designee

Please accept this request from me to have the Board of Commissioners appoint Sgt. Scott Flowers to our local Juvenile Crime Prevention Council as allowed by the NC General Statutes as my designee. Sgt. Flowers has extensive experience as a School Resource Officer and currently supervises the Sheriff's Office staff assigned in the schools. He has served as a member at large in the past but I would like to have him serve as my designee on this council. I am certainly available for any needed conversations.

Sheriff Kevin L. Auten

Rowan-Cabarrus
COMMUNITY COLLEGE

April 24, 2020

The Honorable Greg Edds, Chair
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Dear Chair Edds:

As President of Rowan-Cabarrus Community College and Secretary to the Board of Trustees, I respectfully request that you appoint Ms. Michelle Patterson to the Board of Trustees for a term of four years effective July 1, 2020 and ending June 30, 2024 to replace trustee R. Daryl Cox. Mr. Cox was appointed by the Rowan County Board of Commissioners in 2016 to serve a four-year term. He plans to relocate to be closer to family and does not wish to be reappointed when his term ends on June 30, 2020.

Michelle Patterson is an active member of the community and is employed by Patterson Farms, where she is responsible for developing, programming, and managing educational field trips and special events, as well as day to day operations. She currently serves as the chair of the Rowan County Chamber Agriculture Committee and is a member of the Rowan County Tourism Development Board and Novant Rowan Regional Medical Center Board of Trustees.

The Rowan-Cabarrus Community College Board of Trustees values the College's Commission appointments and fully supports this request. I appreciate the continued cooperation of the Rowan County Board of Commissioners and respectfully request that you support and consider this request to appoint Ms. Michelle Patterson to the Rowan-Cabarrus Board of Trustees for a four-year term to expire on June 30, 2024.

Sincerely,

Carol S. Spalding

Carol S. Spalding, Ed.D.
President & Secretary to the Board

Attachment

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	May 29, 2020
SUBJECT:	6:00 P.M. Public Hearing For Proposed FY 2020-21 Operating Budget

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The public hearing will be conducted by virtual means.

Written comments may also be submitted to: Budget.Hearing@rowancountync.gov
Written comments regarding the budget will be accepted through 5:00 p.m. on Friday, June 5, 2020.

If you wish to listen and/or participate in the public hearing, you may do so in the manner provided below. The length of comment for each caller wishing to address the Board will be limited to three (3) minutes and comments shall be restricted to the subject of the hearing as advertised.

Please click the link below to join the webinar:
https://bit.ly/rowanboc0601
Password: 06012020

Or iPhone one-tap :
US:+16027530140,,95518216748#,,1#,06012020# or +17209289299,,95518216748#,,1#,06012020#

Or Telephone:
US: +1 602 753 0140 or +1 720 928 9299 or +1 213 338 8477
Webinar ID: 955 1821 6748
Password: 06012020

In accordance with North Carolina General Statute 159-12, the proposed budget for the FY 2020-21 operating year is available for inspection in office of the Clerk to the Board, located on the second floor of the J. Newton Cohen, Sr. Rowan County Administration Building at 130 West Innes Street, Salisbury, NC. Additionally, given the Governor's Executive Orders relating to the COVID-19 Pandemic and current stay-at-home orders, the budget message may also be viewed online via the following link:
https://www.rowancountync.gov/DocumentCenter/View/21566/Fiscal-Year-2020-2021-Budget-Message-PDF

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		