



## **ROWAN COUNTY COMMISSION AGENDA**

**August 3, 2020 - 3:00 PM**

**Join from a PC, Mac, iPad, iPhone or Android device:**

**<https://bit.ly/rowanboc0803>**

**Password: 080320**

**Or join by phone:**

**Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477**

**Webinar ID: 943 7292 898**

**Password: 080320**

---

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

*Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.*

- Consider Approval of the Minutes: July 13, 2020, July 21, 2020, and July 24, 2020

**1 Consider Approval of Consent Agenda**

- A. Tax Refunds for Approval
- B. Post Public Hearing - Ratify FY '21 Federal Urbanized Area Formula Grants (5307)
- C. Ratify Board of Social Services Term for Commissioner Klusman

- D. Award Sidearm to Retiring Sgt. Suad Jakupovic
- E. Award Sidearm to Retiring Master Deputy Lana Sterling
- F. Request Investigation By Wildlife Resources Commission To Determine Whether Statutory Authority May Exist for Establishment of a No Wake Zone
- G. Purchase Requisition for Northwoods Renewal
- H. Engineering Services for HVAC System - S.E. Collins Engineers
- I. Golder Associates - Landfill Consulting Services
- J. HDR Engineering Agreement - Landfill Engineering and Consulting Services 2021
- K. HDR Engineering Task Order #2020-01
- L. Purchase of Fifteen (15) Vehicles
- M. Purchase of Ammunition for Sheriff's Office
- N. Approval of Purchase Requisition for ZOOM Video Communications
- O. Acceptance of Bid for Landfill Gas System Expansion
- P. Request to Apply for FY2020 Justice Assistance Grant
- Q. Declare County-Owned Property Off Dunn's Mountain Road As Surplus and Instruct Clerk to Advertise for Upset Bids
- R. Request to Establish Rowan Transit Dispatcher and Driver Positions
- S. Signing Bonus for Environmental Health Specialist Positions
- T. United Way COVID Relief Grant
- U. Declaration of Surplus Equipment
- V. RCCC Bonds - Declaration of Intent to Reimburse Expenditures
- W. Refunds for the West End Plaza Event Center Rental Contract
- X. Hangar Lease for Heli-1 at Mid-Carolina Regional Airport

- 2 Public Comment Period
- 3 Public Hearing & Summary Presentation - EDC 'Project Sun'
- 4 Approval of Revised CARES Act Funding Plan
- 5 Approval of Four (4) New Positions for the COVID-19 Community Paramedic Program
- 6 Budget Amendments
- 7 Consider Approval of Board Appointments
- 8 Adjournment

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



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

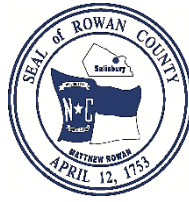
**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** July 16, 2020  
**SUBJECT:** Consider Approval of the Minutes: July 13, 2020, July 21, 2020, and July 24, 2020

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
July 13, 2020 Minutes	7/20/2020	Cover Memo
July 21, 2020 Minutes	7/24/2020	Cover Memo
July 24, 2020 Minutes	7/24/2020	Cover Memo

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



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

## **Rowan County Board of Commissioners**

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

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS July 13, 2020 – 6:00 PM**

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

---

#### **Commissioners Participating:**

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

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

Chairman Edds convened the meeting at 6:02 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER ADDITIONS TO THE AGENDA**

- Chairman Edds added an item to Request for Qualifications for Professional Architectural Services for On-Call Professional Services and Design of Chemical Booster Pump Station. Chairman Edds added the issue as agenda item #8a.
- Chairman Edds pulled Consent Agenda item G (RFQ for Services for Broadband Expansion). The issue was placed on the regular agenda as item #8b for discussion.

#### **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.

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the June 15, 2020 and June 22, 2020 Commission Meetings passed unanimously.

## **1. CONSIDER APPROVAL OF CONSENT AGENDA**

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

The Consent Agenda consisted of the following:

- A. Level II Funding for Rowan County Youth Services Bureau
- B. Request for Public Hearing for Project Sun
- C. Ratify ZTA 01-20
- D. Letter of Support for town of Spencer, NC Grant
- E. COVID-19 Relief Fund Contract
- F. Courthouse Liberty Street Ramp Project
- G. RFQ for Services for Broadband Expansion (placed on the regular agenda as item #8b for discussion)

## **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.

- Alvin Merritt, who resided off West Ridge Road, discussed transportation issues he faced. Chairman Edds asked Mr. Merritt to provide his phone number and assured Mr. Merritt someone would follow up with him the next day.

## **3. PUBLIC HEARING FOR URBANIZED AREA FORMULA GRANTS (5307)**

Airport and Transit Director Valerie Steele provided a power point as she outlined the Urbanized Area Formula Grant (5307) for Rowan Express. The application would provide Rowan Express operating and preventative maintenance funds.

Ms. Steele reported the current approved amount was estimated to cover 4-6 months of service and she also highlighted the changes in transit services since September 2019.

The Board was asked to approve an additional \$100,000 in local matching funds for a total local match of \$180,000. The federal obligation was \$300,000. Ms. Steele reviewed the funding breakdown was as follows:

- Operating expenses 50/50 (federal \$150,000 / local match \$150,000)
- Preventative maintenance 80/20 (federal \$150,000 / local match \$30,000)

Prior to opening the public hearing, Chairman Edds confirmed with County Attorney Jay Dees that approval of the grant application would be subject to state law (during COVID-19 Pandemic) and no further discussion or contact during the 24-hour period following the meeting.

Chairman Edds opened the public hearing to receive citizen input regarding the grant application. With no callers wishing to address the Board, and no one having submitted concerns via email, Chairman Edds closed the public hearing.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the FY 21 Federal Urbanized Area Formula (5307) Grant passed unanimously (see note above regarding 24-hour period following the meeting).

#### **4. STATE OF THE COUNTY HEALTH REPORT**

Nina Oliver, Public Health Director, participated in the meeting to support Alyssa Harris, Community Education Manager, during the State of the County Health (SOTCH) Report for Rowan County. The SOTCH was submitted to the State Department of Public Health (DPH) on June 1, 2020 and was prepared during the years in between the Community Health Assessment (CHA). In accordance with accreditation requirements, the Rowan County Health Department SOTCH Report required formal approval by the Board of Health and a presentation or report to the Board of Commissioners.

Ms. Harris highlighted the Report, which served to:

- Heighten awareness about health issues relevant to Rowan County and North Carolina
- Bring attention to areas where policy development and enactment, environmental changes, partnering initiatives and resources would contribute to a healthier, stronger community
- Describe local efforts that impact community health problems and quality of life concerns
- Summarize recent progress toward impacting health priorities identified through the 2018 Rowan County Health Department Community Health Needs Assessment
- Identify common ground for joining together to solve community health problems

According to Ms. Harris' presentation, the forces driving change were:

- Population Growth
- Increasing Poverty Rates
- Housing Affordability
- Insufficient Economic Opportunities (unemployment and under-employment)
- Culture of Health Habits
- Healthy Environments

Ms. Harris referred to the insufficient economic opportunities mentioned above and thanked the Board for making great economic strides in bringing jobs to the County to improve the quality of life for its citizens.

With regards to demographics, Ms. Harris showed a slide that compared the County's demographics to the State's.

According to Ms. Harris, the County was moving in the right direction with population trends.

Moving forward, Ms. Harris said the County would be looking at the different metrics that played into where the County's health was ranked. These domains and indicators were: Social and Neighborhood, Economic and Housing and Transportation.

Ms. Harris showed a GIS map showing the Census tracks for the County concerning poverty thresholds. It was estimated 25% of the County's children were living in poverty.

Ms. Harris noted affordable housing was a vital condition and often reflected the largest single monthly expenditure for most families. Ms. Harris said it was considered a cost-burden if someone had to spend more than 30% on housing. For those being cost-burdened, the likelihood was increased for distress, alcohol use, etc.

Ms. Harris discussed the importance of access to food and a better way to get food to those in need. Ms. Harris mentioned the success of the new Farmer's Market in downtown Salisbury.

Using the power point, Ms. Harris showed a snapshot of the Rowan trend in health outcomes. It was noted that Rowan County's health ranking was 73rd overall in the State. Ms. Harris said every county in the US used the same data for comparisons.

The next graph in the presentation highlighted the rankings for the causes of death in Rowan County with the top two (2) being cancers and heart disease respectively.

Ms. Harris discussed the community priorities. The 2018 Community Health Priority Health issues were identified as substance use, healthy lifestyle behaviors and mental health. The short-term goals were to decrease obesity and the number of people who reported using tobacco in the last thirty (30) days. The long-term goals were to increase the safe use and disposal of over-the-counter and prescription medications, increase comprehensive care management for individuals coping with opioid-related health concerns, and decrease the spread of HIV and/or Hepatitis C.

Updates to the Action Plan and new initiatives and emerging issues were presented.

In response to an inquiry from Commissioner Klusman, Ms. Harris shared how childhood obesity had increased during COVID-19.

Commissioner Pierce inquired as to whether the Veterans Hospital was being included in the statistics that had been presented. Commissioner Pierce pointed out that other counties did not have a Veterans Hospital and people were coming to the Hospital from other areas because they were sick. Commissioner Pierce felt there should be a way to only include the people who were property owners/had lived, worked and been educated in the County to provide a truer picture. Ms. Harris said she was unsure how many people had moved to the County in order to be close to the Veterans Hospital for care. Ms. Harris noted those folks were part of the community and everyone wanted those folks to be healthy, as well.

Commissioner Pierce said the numbers were still skewed from others moving here for care at the Veterans Hospital and Commissioner Klusman agreed the numbers would be skewed with the Veterans Hospital being located in Rowan County.

Commissioner Pierce thanked the Commissioners for approving the money for the Tourism Development Authority (TDA) to build the new farmer's market.

Chairman Edds said every day the Commissioners were in meetings and seeing the inter-connections for all the data included in the Report. Chairman Edds noted there were economic, health, age issues, etc. and he questioned why younger people would be attracted to Rowan

County. Chairman Edds answered the question by saying the County provided opportunities through the education collaborative that had taken place with the schools, colleges, Economic Development Commission (EDC), and TDA to create a pipeline of quality workers to create higher paying jobs in order to attract younger, healthier people. Chairman Edds said it was frustrating for the Commissioners to have seen progress and yet the County had dropped back down in the rankings.

Ms. Harris shared appreciation for all the Commissioners were doing to align the work in the different areas. Ms. Harris said the statistics were a few years out and the County may not see the benefits yet.

Chairman Edds thanked Ms. Harris for the information.

#### **5. UPDATES ON THE CORONAVIRUS RELIEF FUND (CRF) AND DISCUSSION REGARDING CREATING A TEMPORARY GRANTS MANAGER/ACCOUNTANT FUNDED BY THE CRF**

County Manager Aaron Church provided the Board of Commissioners with an update on the Coronavirus Relief Fund (CRF). Mr. Church also discussed creation of a temporary Grants Manager/Accountant funding by the CRF.

Mr. Church reported the County's initial appropriation was \$2,561,818. The amount was increased by \$2,757,636 bringing the new total appropriation to \$5,319,454. The funds still had to be obligated by December 30, 2020.

The new rule stipulates 25% of the overall total (\$1,329,864) was for municipalities and the County's portion was \$3,989,590. Municipalities must submit a plan for expenditures to the County by August 4, 2020. The County was responsible for the funds the County received and ensuring that the guidance was followed.

Mr. Church reviewed the allocation for each Rowan County municipality. The municipalities were responsible for how they spent the funds. Mr. Church said he did not believe the County had to approve the municipal plans.

Next steps for the Board:

1. Approve the per capita distribution
2. Approve a new position
3. Manager will provide an update to Board of Commissioners on August 3, 2020

Mr. Church said the Board would need to approve a new plan as the initial plan had changed. Mr. Church asked the Board to also create a temporary position for someone with a strong accounting background to help the County with the grant expenditures, as well as help the municipalities manage their CRF.

Assistant County Manager/Finance Director Leslie Heidrick discussed the Finance Department's challenges in managing the County's current grants, along with the potential for another six (6) grants. Ms. Heidrick anticipated the temporary position would last anywhere from six (6) to twenty-four (24) months and could be either full or part-time. Ms. Heidrick said the County could consider someone on a contract basis. According to Ms. Heidrick, the County's Internal Auditor, Derrick Atkins, could be allowed to meet with the municipalities to review the report they must initially file and to talk them through the expenditures.

Mr. Church confirmed to Commissioner Pierce the new position would be paid from CRF.

Mr. Church said the CRF funds had to be spent by December 30, 2020. Mr. Church said there were eight (8) or nine (9) additional grants related to COVID-19 that were not part of the CRF. Ms. Heidrick added the expenditures could go through June 30, 2022.

Commissioner Caskey questioned the salary range. Ms. Heidrick responded the salary for an Accountant II went from approximately \$67,000 to \$97,000. Ms. Heidrick said the pay would be commensurate with their education and experience. Ms. Heidrick said a CPA was preferable if available since the work was equivalent to that of an auditor. Ms. Heidrick said Finance Staff would do the work if the temporary position was not filled but it would be challenging to determine how to shift duties.

Using an example for a salary of \$100,000, Commissioner Caskey asked if there were no other grants were available if the County would have to provide \$50,000 for the second half of the year. Ms. Heidrick said the individual hired would know if the grant funds were to cease, the individual would no longer have a position. Ms. Heidrick said she was suggesting that if there was no funding stream to pay the individual's salary, they would no longer have a job.

Commissioner Pierce commented that if there was no grant stream to pay the salary, the County did not need the position. Ms. Heidrick agreed with Commissioner Pierce and continued by restating the County had nine (9) other grants and was in the running for six (6) others. As the grants drop off, Ms. Heidrick said her staff would continue to handle/pick up the grants and the position would no longer be needed.

Chairman Edds reviewed the proposed distribution to the municipalities and asked Mr. Church if there was a different model to consider than what was suggested.

Mr. Church said the Board had the authority to distribute the required 25% to the municipalities however it chose.

Chairman Edds said he was uncertain if the recommended amounts would provide the upfits needed for some of the municipalities.

Commissioner Caskey suggested establishing a base number for each municipality and distribute the remainder based on the municipalities. Chairman Edds and Commissioner Pierce agreed with the suggestion.

Chairman Edds suggested providing each municipality with a minimum base of \$50,000 with the remainder to be divided by population.

Commissioner Pierce agreed that Chairman Edds suggestion was the most equitable way to divide the funds.

Based on the recommendation, Mr. Church provided a breakdown and said each municipality would receive a distribution of CRF as follows:

- Salisbury – \$499,867.88

- Kannapolis – \$179,322.69
- China Grove – \$105,829.68
- Spencer – \$92,386.79
- Landis – \$91,370.76
- Granite Quarry – \$90,641.30
- Rockwell – \$78,318
- East Spencer – \$69,695
- Cleveland – \$21,619
- Faith - \$61,811

Commissioner Greene asked for clarification as to whether the Commissioners would be personally responsible for the 25% distribution to the municipalities. Mr. Church said counties had no choice but to give the municipalities 25% of CRF and counties were not liable since the counties had no choice in providing the allocation.

Ms. Heidrick added the County was not responsible for the municipal expenditures; however, the municipalities had to submit their plans to the county because all CRF would flow through the County.

Mr. Church showed a screenshot of the revised and recommended funding for the municipalities.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the funding based on the last spreadsheet (screenshot provided by Mr. Church) passed unanimously.

Commissioner Pierce moved to approve a temporary COVID Grants Administrator at Grade 22 (minimum salary of \$57,695 and maximum of 92,313). The motion was seconded by Commissioner Klusman.

Ms. Heidrick said all county employees were covered under a blanket bond but they would be under the Finance Director's bond, which would be a \$200,000 bond. Ms. Heidrick said staff could explore the matter and bring it back to the Board for a separate bond if the Board preferred.

Commissioner Greene asked that the information be brought back to the Board to see what it would cost.

Upon being put to a vote, the motion on the floor passed unanimously.

## **6. SELECTION OF NC ASSOCIATION OF COUNTY COMMISSIONERS VOTING DELEGATE**

Chairman Edds said the North Carolina Association of County Commissioners (NCACC) 113<sup>th</sup> Annual Conference was scheduled to be held by virtual platform on Thursday, August 6, 2020 at 11:00 a.m. Each county would be entitled to one (1) vote on items that came before the membership, including the election of the NCACC Second Vice President. In order to facilitate the voting process, the NCACC was asking each county to designate one voting delegate (and also may assign one alternate voting delegate) prior to Annual Conference using the attached Designation of Voting Delegate form.

Commissioner Edds moved approval of Commissioner Pierce as Rowan County's voting delegate. The motion was seconded by Commissioner Klusman and passed unanimously.



## **7. CONSIDER APPROVAL OF BOARD APPOINTMENTS**

### **AIRPORT ADVISORY BOARD**

There are two (2) vacancies on this Board. The first vacancy is for a member of the Business Community and the second vacant seat is for a Pilot. Both appointments will be for a three-year term that will expire on June 30, 2023.

Five (5) applications were received from the following:

- D. Kirk Beatty
- Mark Comer
- Brian Keith Fox
- Dr. Andrew James Smith
- Brad Walser

Chairman Edds shared that after reviewing the applications in the agenda packet that he was in support of Kirk Beatty and Mark Comer to fill the vacancies.

Commissioner Pierce nominated Kirk Beatty for the Pilot's seat and Mark Comer to fill the seat for a member of the Business Community. The motion was seconded by Commissioner Klusman and passed unanimously.

### **BOARD OF SOCIAL SERVICES**

Commissioner Judy Klusman would like to be reappointed for a three-year term that will expire on June 30, 2023.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to reappoint Commissioner Klusman for her current term as a County Commissioner (which ends December 5, 2022) passed unanimously.

### **EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

There will be two (2) vacancies on this board beginning August 1, 2020. Thomas Ray Choat and Ralph Eugene Earnhardt applied to fill the vacancies. The terms will be for two-years, expiring July 31, 2022.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to appoint Mr. Choat and Mr. Earnhardt passed unanimously.

### **TOWN OF GRANITE QUARRY PLANNING BOARD**

The Granite Quarry Board of Aldermen voted to support the reappointment of Ron Jacobs as an ETJ member of the Granite Quarry Planning Board. The term would be for three (3) years, expiring July 31, 2023.

Commissioner Pierce moved the reappointment of Mr. Jacobs. The motion was seconded by Commissioner Caskey and passed unanimously.

### **HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE**

Peggy Price applied for reappointment as an At Large member. The term is for three (3) years and will expire June 30, 2023.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to reappoint Ms. Price carried unanimously.

The Rules of Organization for this Committee state that funded providers shall serve while being funded. The new funding cycle started July 1, 2020 and the following providers need to be reappointed for a one-year term that will expire June 30, 2021:

- Donna Fayko, Department of Social Services
- Valerie Steele, Rowan Transit Services
- Nan Buehrer, Rufty-Holmes Senior Center
- Cindy Fink, Meals on Wheels

Commissioner Klusman moved to reappoint the providers as requested. The motion was seconded by Commissioner Pierce and passed unanimously.

#### **JUVENILE CRIME PREVENTION COUNCIL (JCPC)**

Don Bringle applied for reappointment to fill the Parks and Recreation seat. Mr. Bringle has served a total of 4 terms, making him ineligible for reappointment. Mr. Bringle is considered to be an invaluable member and the Board is asked to consider waiving the term limit again, approving Mr. Bringle for an additional 2-year term date beginning July 1, 2020 and ending June 30, 2022.

Commissioner Pierce moved to waive the term limits for Mr. Bringle as requested. The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to reappoint Mr. Bringle for a 2-year term as stated above carried unanimously.

Andrew Deal applied to fill the remaining term for the vacant Chief of Police seat. If appointed the term would expire on June 30, 2021 at which time Chief Deal would be eligible for two (2) full terms.

Alisa Russell applied for reappointment as a member of the General Public. The term will be for two (2) years and expire June 30, 2022.

Commissioner Pierce moved the appointment of Andrew Deal and the reappointment of Alisa Russell. The motion was seconded by Commissioner Klusman and carried unanimously.

#### **LOCKE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Bill Hamrick applied for a two-year term that will expire 7-31-2022.

Commissioner Pierce moved the appointment of Mr. Hamrick followed by a second from Commissioner Caskey. The motion passed unanimously.

#### **8. LITTER REPORT**

Chairman Edds reported that Rowan County Staff removed 9,840 pounds of roadside debris and litter during the two-week period of June 1, 2020 through June 12, 2020.

## **ADDITIONS**

### **8b. RFQ FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR ON-CALL PROFESSIONAL SERVICES AND DESIGN OF CHEMICAL BOOSTER PUMP STATION**

After due advertisement, requests for statements of qualifications from qualified architectural firms for services related to the On-Call Professional Services and Design of Chemical Booster Pump Station project were received on June 17, 2020 by David Sifford, Purchasing Agent.

Qualifications packages were received from four (4) firms: Hazen & Sawyer, Black & Veatch, Davis Martin Power and McGill Associations. After review of the qualifications it was recommended the best fit for the Project was Hazen & Sawyer.

County Manager Aaron Church asked the Board to select Hazen & Sawyer for the Project.

Commissioner Pierce moved to approve Hazen & Sawyer for on-call services and design of chemical booster pump station. The motion was seconded by Commissioner Klusman and passed unanimously.

### **8b. RFQ for Services for Broadband Expansion**

Chairman Edds explained he had pulled this item from the Consent Agenda as he felt it was important to discuss. Chairman Edds said as the Governor and school systems were struggling whether to go back to school in the fall (due to the COVID-19 Pandemic), one of the issues was the ability to have broadband in unserved areas of the County.

Chairman Edds reported the State was still working with Tier 1 counties and Rowan County was a Tier 2 county. Chairman Edds said with the uncertainties of COVID-19 and the uncertainty of whether the kids would go back to school, the County was taking the initiative to push hard for rural broadband.

Chairman Edds opened the floor for a motion to approve that an Request for Qualifications (RFQ) be created for services for broadband expansion. Chairman Edds said the County had initially identified the Scotch-Irish community as an underserved area but there were others the County was going to go ahead and move towards.

Commissioner Klusman moved to approve the County Manager and Assistant County Manager/Finance Director drop an RFQ for services for broadband expansion.

Commissioner Pierce asked if the expenses would be reimbursable.

Chairman Edds said the County had been asking the same question and arguing that use of COVID funds should allowable as part of the response during the Pandemic due to homebound kids and workers who did not have good internet services.

Assistant County Manager/CIO Randy Cress said the RFQ included the \$50,000 that had been budgeted by the Board as the matching portion. Mr. Cress said he had talked with NC PRO and the State Broadband Infrastructure Office to get an assessment as to whether CRF funding could be used towards the broadband expansion. Mr. Cress mentioned the State had been awarded \$9 million to the Broadband Infrastructure Office, which had gone through NC PRO, and through the

CARES Act for the Tier 1 grants. Mr. Cress said since the Tier 2 counties opportunity had not yet come up, he had proposed for the County to be able to use the funds in the same manner. The County's needs were shovel-ready and the locations had been identified and matched all guidance. In closing, Mr. Cress said yes, with meeting of an additional milestone of having service available by the November 1<sup>st</sup> timeframe, there would be an additional \$200,000 that would not be using county funds and just CRF Funds.

Chairman Edds stated the one caveat was that the \$50,000 the Board approved in the budget would not change because the County could not use any of those dollars to supplant existing dollars. Chairman Edds expressed appreciation for Mr. Cress and the County's ability to now expand the initial \$50,000 out quite a bit as an enticement to the private sector and get the shovels in the ground by November 1, 2020.

Commissioner Klusman moved to approve the RFQ. The motion was seconded by Commissioner Pierce and passed unanimously.

#### **9. CLOSED SESSION**

Chairman Edds moved the Board into Closed Session at 8:19 p.m. in accordance with North Carolina General Statute 143-318.11(a)(5) to discuss a potential lease at Mid-Carolina Regional Airport.

The Board returned to Open Session at 8:54 p.m. No action was taken.

#### **10. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 8:55 p.m. The motion was seconded by Commissioner Caskey and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

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



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

## **Rowan County Board of Commissioners**

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

### **MINUTES OF THE SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS JULY 21, 2020 – 6:00 P.M.**

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

---

#### **Commissioners Participating:**

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

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

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation and Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER ADDITIONS TO THE AGENDA**

Chairman Edds said the Board had received two (2) requests for additions to the agenda from the County Manager. The first was to consider approval of the July Coronavirus Relief Fund (CRF) Report and the second was to consider issuing a directive on CRF Reporting.

Commissioner Pierce moved to add the items as requested followed by a second from Commissioner Klusman. The motion carried unanimously.

Chairman Edds added the items to the agenda as #1a and #1b respectively.

#### **CONSIDER APPROVAL OF THE AGENDA**

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

## **1. DISCUSSION REGARDING USE OF ARCHITECTURAL FUNDS THROUGH THE CORONAVIRUS RELIEF FUND (CRF) FOR ROWAN COUNTY'S MUNICIPALITIES**

County Manager Aaron Church said he was seeking clarity from the Board regarding the use of architectural funds through the Coronavirus Relief Fund (CRF) Grant.

Mr. Church said the Board had agreed in the County's initial plan to provide architectural services to each municipality; however, the decision was made prior to additional legislation being passed requiring the County to give 25% of CRF to each municipality. The Board had developed a distribution method for the 25% of CRF for each municipality at its July 13, 2020 meeting. Following the decision, Mr. Church said a meeting was held with the municipalities and the question came up as to whether the County would still provide for the architectural services, on top of the required 25% distribution from the CRF.

Mr. Church asked the Board to consider allowing the County to use the CRF to provide architectural services to the municipalities in the event they would like to utilize the architectural services. Mr. Church said the municipalities would be required to pay for any construction costs from their 25% distribution.

Commissioner Pierce commented the Board had agreed to provide for the architectural services before the Commissioners knew other dollars would be distributed to the municipalities. Commissioner Pierce felt the County had been more than generous and he did not feel the County should pay for the architectural fees on top of the other allocation.

Commissioner Greene asked how much money Mr. Church was talking about. Mr. Church said the contract with the Bogle Architectural Firm did not exceed \$100,000 and was to provide for services to the County, the courthouse and the municipalities. Mr. Church continued by saying he could calculate the percentage for the municipalities. Another option was for the County to track each hour the architect provided services and bill the municipalities, or, the municipalities could utilize their own architect.

Chairman Edds said he understood both sides of the issue. Chairman Edds noted the Board had previously agreed to pay for the services and had taken the lead in helping the municipalities through staff and management leadership. Chairman Edds said he would do what the majority of the Board wanted but he would rather see the County help the municipalities (with the architectural services).

Commissioner Klusman agreed with Chairman Edds.

Commissioner Caskey referred back to Commissioner Greene's original question and asked how much was previously budgeted for the architectural fees. Mr. Church responded the actual contract with Mr. Bogle was initially \$97,180 for the courthouse, all county buildings, and the municipalities. Mr. Church provided an estimated breakdown as to how the dollars would be spent based on hours and the hourly rates. Mr. Church

referred to the schematic design and said he did not think it was broken out because at the time of the initial plan all the money was to come to the County.

In response to an inquiry from Commissioner Caskey, Mr. Church said it was unknown how many municipalities would want to use the architectural services. The County was now mandated to provide money to the municipalities and they were to develop their own plans.

Commissioner Pierce noted pricing for the general schematic design was \$160 per municipality (2 hours at \$80/hour). Mr. Church pointed out some of the municipalities had more sites than others. Commissioner Pierce agreed and said that was why he felt they should pay their proportionate share from their monies. As an example, he noted the City of Salisbury would have more sites than Granite Quarry, Spencer or East Spencer.

Commissioner Caskey asked Commissioner Pierce if he was concerned the County might receive a large bill from work for a municipality, which the County had not planned for. Commissioner Pierce said now that the municipalities had their own funds, they could determine what work they wanted done. Commissioner Pierce said the scope of work was limited and the Board did not know what the municipalities would do. Commissioner Pierce said he was okay with leaving the \$100,000, minus what the County paid, and letting the municipalities evenly divide what was left. Commissioner Pierce had concerns with the architectural work not being defined.

Commissioner Caskey suggested the municipalities pay for anything above what the Commissioners had already agreed to provide. Commissioner Caskey felt the confusion was in approving something the Commissioners did not know the cost for in the future.

Mr. Church confirmed to Commissioner Klusman the architectural firm could not exceed \$97,180, as per the contract. Mr. Church did not feel he had the authority to approve funding over the 25% to the municipalities and the issue was now whether the 25% distribution was to include the architectural fees.

Chairman Edds suggested the County Manager determine the County's architectural fees and let the municipalities know they would receive a share of the balance based on population.

Commissioner Klusman agreed with the comments from Chairman Edds and Commissioner Pierce.

Commissioner Greene was in favor of knowing exactly what the County was going to spend. Commissioner Greene said he did not want an accounting nightmare and monies spent elsewhere.

Commissioner Pierce asked if the Board members were personally liable for the funds and Mr. Church said since the Board was required to give the municipalities 25% the municipalities would be responsible for those funds.

Commissioner Pierce referred to the \$97,180 in architectural fees and asked if the Board was responsible for those funds and Mr. Church said yes because the Board had approved the contract.

Mr. Church asked for confirmation of his understanding of the Board's direction.

Chairman Edds clarified the Board's intentions by stating the following: The County had a total budgeted amount of \$97,180 (for architectural services). The Board wanted Mr. Church and Assistant County Manager/Finance Director Leslie Heidrick to determine how much of the figure was for the County and how much was municipal. For example purposes only, Chairman Edds stated if \$40,000 was for the County, there would be \$57,180 left to go towards the municipalities to be distributed to the municipalities based on population. Chairman Edds put his statements in the form of a motion followed by a second from Commissioner Pierce. The motion passed unanimously.

Mr. Church asked for clarification and stated the motion meant it was possible a municipality's distribution could exceed 25%. Chairman Edds said yes, the funds would be in addition to the 25%.

#### **ADDITION**

##### **ITEM 1A. APPROVAL OF THE JULY 2020 CRF REPORT**

Chairman Edds said the request was before the Board due to the Commissioners directive to see a monthly report regarding Coronavirus Relief Fund (CRF) expenditures. Chairman Edds referred to page 3 of the report, which indicated the total expenditures were \$100,328.45. Chairman Edds said the Board was being asked to approve the CRF Report and authorize the Finance Department to submit the report to the State.

Chairman Edds suggested going forward there be a statement included from Finance that all receipts that were received and paid were COVID-related and met the requirements of the CRF legislation. Mr. Church and Ms. Hedrick confirmed the addition of the requested statement would be possible.

Commissioner Klusman moved to approve the July CRF report. The motion was seconded by Commissioner Caskey and passed unanimously.

##### **ITEM 1B. DIRECTIVE ON REPORTING**

Chairman Edds said the minutes of the May 27, 2020 Special Meeting stated, "By consensus, the Commissioners agreed to having a report in each agenda packet for approval before requests were processed for payment." Chairman Edds continued by saying the County Manager was asking the Board to consider amending the minutes to



direct staff to present the Coronavirus Relief Fund (CRF) report once a month to the Board of Commissioners for approval.

Chairman Edds questioned the purpose of the request. Mr. Church said he was asking the Board to clarify its previous direction. Mr. Church said some of the payments in the report the Board had just approved went back to March. Mr. Church said the Board did not approve every purchase made in the County as there was a purchase order system in place. Mr. Church said the Board was approving the expenditures that had been made and authorizing staff to request reimbursement for those expenditures. Mr. Church stated the expenditures would be in the report each month.

Chairman Edds clarified the request to the Board was not to amend the minutes as stated but rather to ask the Board to change its directive to staff. The new directive would be for staff to present the CRF report once a month to the Board of Commissioners for approval. Mr. Church confirmed Chairman Edds was correct.

Commissioner Greene asked if the checks were going to be written before they were presented to the Board and Assistant County Manager/Finance Director Leslie Heidrick said yes. Ms. Heidrick said staff could provide copies of the invoices and/or checks, if the Board preferred. Ms. Heidrick said the process would be the same as for every other County grant, for the most part, on a reimbursement basis.

Chairman Edds said he did not feel the Commissioners wanted to put themselves in the position of approving invoices. Chairman Edds said the Board wanted to see how the funds were being spent.

Commissioner Greene responded the issue for him was that if the Commissioners were personally responsible for the funds the Commissioners would not be seeing how the money was being spent until after the fact.

Ms. Heidrick said the way she viewed the situation was that the request was coming from Finance, Department Directors, and the County Manager and they would not be cutting checks for unnecessary items. Ms. Heidrick repeated the Board could be provided with copies of all the invoices and added that if there was an item which was questionable, it could be pulled from the reporting process. Ms. Heidrick said staff would follow the Board's direction.

Commissioner Pierce said he would be comfortable with receiving the spreadsheet.

Commissioner Greene said he would be happy with the spreadsheets to review; however, he stressed the CRF was "a different ballgame" in that the Commissioners were being held personally responsible for the funds. Commissioner Greene said he did not want one (1) "bad apple somewhere to cause an issue." In closing, Commissioner Greene said if the Board would receive a spreadsheet as it did for the

current report, and there was an invoice to go along with it, that was about as good as the Board could do.

Ms. Heidrick assured the Board members they would receive a spreadsheet outlining the expenditures once per month for approval.

Commissioner Pierce requested the print on the spreadsheets be larger.

Chairman Edds moved to direct staff to present the CRF once a month to the Board for approval. The motion was seconded by Commissioner Pierce and passed unanimously.

## **2. CLOSED SESSION**

Chairman Edds moved at 6:36 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute § 143-318.11(a)(5) to consider a potential lease at Mid-Carolina Regional Airport.

The Board returned to Open Session at 6:51 p.m.

Chairman Edds explained the County had been approached by a company called Heli-1 for a lease agreement for a corporate hangar and office space. Chairman Edds said the Commissioners had discussed and agreed in principal for a one (1) year lease for a hangar and the office space. The offer was for \$10,000 per month for a one-year minimum, with options to extend the lease. The lease would be reviewed by Heli-1 and the Airport in nine (9) months to discuss renewal for a one-year term. Chairman Edds said Heli-1 was asking for immediate possession of the space, if possible.

Chairman Edds said the Company operated a fleet of helicopters that were transient based on work available. The Company would maintain a minimum taxable value on January 1, 2021 in Rowan County of \$7,000,000 for aircraft tax value purposes for aircraft based at Mid-Carolina Regional Airport. Fuel usage from the Airport was estimated to be approximately 1,000 USG per month. If the Company did not use 500 gallons per month it would pay \$2/gallon for fuel not used up to 500 gallons.

Chairman Edds moved to give the County Manager the authority to put the terms on paper and present it and bring back to the Board for its first meeting in August for final approval. The motion was seconded by Commissioner Greene and passed unanimously.

## **3. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce

moved to adjourn at 6:54 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

DRAFT

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 SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS July 24, 2020 – 9:00 AM**

**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

Absent: Mike Caskey, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, Assistant County Manager/CIO Randy Cress and Assistant County Manager/Finance Director Leslie Heidrick also participated.

Chairman Edds convened the meeting at 9:00 a.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER APPROVAL OF THE AGENDA**

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

#### **1. DISCUSS EXTENSION OF DISCOUNT PERIOD FOR EARLY PAYMENT OF ROWAN COUNTY TAX BILLS**

County Manager Aaron Church explained the purpose of the meeting was to ask the Board to consider extending the discount deadline from July 31, 2020 to August 13, 2020 for early payment of taxes.

Chairman Edds asked if the bills would have the updated discount date printed on them and Tax Collector Tonya Parnell responded yes.

Commissioner Klusman recalled the same situation had happened last year and she inquired as to whether the extension had been confusing for the County's citizens. Ms. Parnell said the citizens had done okay; however, the date had not been changed on the bills last year. Ms. Parnell said those who had sent their payments in with the August discount had been refunded back the difference.

Mr. Church said the correct date for the extension should be August 14, 2020 instead of August 13, 2020.

Chairman Edds said there was consensus among the Board to have the Tax Office work on a July 1st mailing date for tax bills going forward. Chairman Edds said the Commissioners could discuss the matter with the County Manager and tax administration staff in an effort to get the bills out earlier instead of running into a time crunch. Chairman Edds said the July 1<sup>st</sup> mailing date was the goal unless there was an issue from a systems standpoint that was keeping the bills from going out earlier. Chairman Edds said he was not putting the request in the form of a motion as there was further discussion to be had.

Ms. Parnell explained that statutorily the County's municipalities had until midnight on June 30<sup>th</sup> of each year to report their tax rate and the Tax Office needed those rates in order to create the bills. Ms. Parnell said while the July 1<sup>st</sup> date sounded good, the County was looking more at July 10<sup>th</sup> -13<sup>th</sup> because the information had to be sent to the printers.

Chairman Edds stated there were a lot of moving parts and the Commissioners would like to hold further discussions and set some expectations for the future that would be more fair to the taxpayers of Rowan County.

Chairman Edds moved to extend the discount, including the information being on the bills about to be printed, to August 14, 2020. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

## **2. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 9:10 a.m. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Casey Robinson, Assistant Tax Collector  
**DATE:** 07/01/2020  
**SUBJECT:** Tax Refunds for Approval

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
May 2020 VTS Refunds	7/1/2020	Cover Memo
June 2020 Tyler Refunds	7/1/2020	Cover Memo
June 2020 AS400 Refunds	7/1/2020	Cover Memo

## MAY 2020 VTS REFUNDS

TAXPAYER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	TRANS #	REFUND REASON	REFUND
ALSTON, KEVIN RODERICK	629 N FULTON ST		SALISBURY	NC	28144	188793921	Vehicle Sold	164.61
BLEWITT, DAVID WILLIAM	167 EDEN PARK DR		CHINA GROVE	NC	28023	125578870	Vehicle Sold	31.76
BREEDLOVE, MATTHEW ROBERT	5305 GRANDEUR DR		SALISBURY	NC	28146	124928262	Vehicle Sold	81.53
BROWN, STEVEN ALAN	5820 MT HOPE CHURCH RD		SALISBURY	NC	28146	125578888	Vehicle Sold	65.59
BURGESS, BOBBI JANE	1111 MCCANLESS RD		SALISBURY	NC	28146	125007240	Vehicle Totalled	24.30
CARLTON, TODD ALLEN	301 LANDIS OAK WAY		LANDIS	NC	28088	188368404	Vehicle Sold	105.53
CASNER, DAVID LEONARD	220 BONAVENTURE DR		SALISBURY	NC	28147	125578872	Vehicle Sold	125.75
CHILDERS, GREGORY JONATHAN	829 CORRIHER ST		KANNAPOLIS	NC	28081	187794402	Vehicle Sold	24.34
CLINE, RAY KENNETH JR	507 BROOKFIELD CIR		SALISBURY	NC	28146	125718964	Over Assessment	34.81
CORDTS, LARRY ALLEN	480 DEER LAKE RUN		SALISBURY	NC	28146	125862606	Vehicle Sold	52.37
CORDTS, LARRY ALLEN	480 DEER LAKE RUN		SALISBURY	NC	28146	125862602	Vehicle Sold	164.80
DEAL, PAMELA OBERLIN	214 E FISHER ST		SALISBURY	NC	28144	250392424	Vehicle Sold	71.05
DRYE, MILDRED REID	616 S MARTIN LUTHER KING JR		SALISBURY	NC	28144	187510836	Vehicle Sold	22.62
EICHELBERGER, JACK ROBERT	888 SOUTH HAPPY HILL RD		LEXINGTON	NC	27295	187793814	Vehicle Sold	10.06
FINNEY, BRIAN SCOTT	9845 MOORESVILLE RD		MOUNT ULLA	NC	28125	125578876	Vehicle Sold	86.41
GOBLE, ANDREA MAE VAUGHN	268 AUTUMN CHAPEL DR		SALISBURY	NC	28147	125007230	Vehicle Sold	42.27
GOSSETT, BERKLEY HAROLD III	1082 FOXGATE LN		MOORESVILLE	NC	28115	125578882	Vehicle Sold	56.49
HEFLIN, JIMMY LEE	2133 GLENWOOD ST		KANNAPOLIS	NC	28083	188155275	Tag Surrender	44.74
HOSINSKI, JOHN PATRICK	202 FOREST DR		SALISBURY	NC	28147	250527036	Situs error	50.45
JONES, WILLIAM ROBERT	105 OVERHILL DR		SALISBURY	NC	28144	187510851	Vehicle Sold	55.80
KENDRICK, BRIAN HARRIS	435 BONAVENTURE DR		SALISBURY	NC	28147	125007232	Vehicle Sold	287.79
LUND, REBECCA DAHL	180 ROSE BRIER LN		SALISBURY	NC	28146	125007228	Vehicle Totalled	49.97
MC CONCRETE	405 SKYLINE DR		SALISBURY	NC	28146	125146872	Situs error	141.56
MCKINNEY, DAVID ZANE	2320 HOBSON RD		CLEVELAND	NC	27013	125436846	Vehicle Sold	19.53
MILLER, ERICKA BRANCH	181 RYAN ST		SALISBURY	NC	28144	188794155	Vehicle Sold	5.01
PERRY, RYLAND AUGUST	510 QUAIL LN		LEXINGTON	NC	27292	188368407	Vehicle Sold	299.73
REDISH, THOMAS LEMOYNE	PO BOX 245		JONAS RIDGE	NC	28641	125641670	Over Assessment	30.74
SIST, MICHAEL ANGELO	509 STONE RIDGE DR		SALISBURY	NC	28146	188688426	Vehicle Totalled	91.69
TRUJILLO, MARIA GUADALUPE	255 INDEPENDENCE DR		SALISBURY	NC	28147	187511688	Vehicle Sold	95.55
TURNER, KEITH RASHAD	PO BOX 3357		SALISBURY	NC	28145	125195860	Over Assessment	91.44
WESLEY, BOBBY EDWARD	311 DIVISION AVE		SALISBURY	NC	28144	125578886	Vehicle Sold	5.99
WOOD, TOMMIE LELAND	310 CRUSE RD		SALISBURY	NC	28146	125862494	Vehicle Sold	32.38
WOODS, YOLANDA RIPPY	PO BOX 3353		SALISBURY	NC	28145	188793918	Vehicle Totalled	221.62
							<b>TOTAL:</b>	<b>2,688.28</b>

*Sonja Parnell*  
Tax Collector

# JUNE 2020 TYLER REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
A & L MINI MART INC		PO BOX 454		FAITH	NC	28041	103 N MAIN ST	A208	30.00
BLAKENEY BRENDA CLODFELTER		4349 OAKLEAF CV		DECATUR	GA	30034	535 S MARTIN LUTHER KING JR AVE	019 512	31.16
BLUM JOHN		9811 SCHEER CT		HARRISBURG	NC	28075	PERSONAL PROPERTY	988162	27.33
PAGE MICHELLE		130 CINMARON CIR		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	175354	5.00
BRACKEN STEVEN E		615 YOST ROAD		SALISBURY	NC	28146	PERSONAL PROPERTY	989362	3.02
BALBINA V NAVA		1011 SKYLAR LN		SALISBURY	NC	28147	PERSONAL PROPERTY	992655	5.00
SELECT PORTFOLIO SERVICING		3217 SOUTH DECKER LAKE DR		SALT LAKE CITY	UT	84119	216 DEPOT ST	364 103	5.00
ABEL DARIN S		RENTAL ACCOUNT	534 HAVENBROOK WAY NW	CONCORD	NC	28027	516 W 9TH ST	149 046	1,168.17
CRAIG CLARENCE EUGENE & WF	CRAIG RINITA H	385 BEAGLE CLUB RD		SALISBURY	NC	28146	385 BEAGLE CLUB RD	620 061	1.75
DAVIDSON MARY N		3306 S MAIN ST		SALISBURY	NC	28147	3306 S MAIN ST	470 030	10.30
DEATON ALLEN WRENN		255 MORROWFIELD PL		MOUNT ULLA	NC	28125	255 MORROWFIELD PL	564A027	2,494.47
EASTON LYNN ARIE		709 MILLER ST		CHINA GROVE	NC	28023	PERSONAL PROPERTY	175811	5.29
SMITH EDMONDS DEBORAH		117 HENRY LANE		MOORESVILLE	NC	28117	PERSONAL PROPERTY	102816	5.00
ELLIS GARY WAYNE & WF	ELLIS SHAWN	8845 CLOVERFIELD DR		KANNAPOLIS	NC	28081	8845 CLOVERFIELD DR	248 118	5.00
FINGER MARVIN BLAIR		3025 HALL RD		CLEVELAND	NC	27013	3025 HALL RD	276 045	157.51
FOXX PROPERTIES GROUP LLC		200 S SALISBURY AVE		SPENCER	NC	28159	200 S SALISBURY AVE	032 164	81.18
THOMAS JOANN W		1160 LEONARD RD		SALISBURY	NC	28146	710 COURT SIDE DR	326E074	2,350.17
SELECT PORTFOLIO SERVICING INC		3217 SOUTH DECKER LAKE DR		SALT LAKE CITY	UT	84119	970 E RIDGE RD	310D001	24.82
SELECT PORTFOLIO SERVICING INC		3217 SOUTH DECKER LAKE DR		SALT LAKE CITY	UT	84119	970 E RIDGE RD	310D001	100.18
GALLIMORE LESLIE L		735 WILL BLACK RD		SALISBURY	NC	28147	PERSONAL PROPERTY	107444	5.00
GOODNIGHT MEREDITH A		412 TOWN ST		LANDIS	NC	28088	412 TOWN ST	166271	1.10
GOODNIGHT MICHAEL		412 TOWN ST		LANDIS	NC	28088	PERSONAL PROPERTY	174706	1.54
GRAHAM EMORY		GRAHAM SUSAN B	2195 SLOAN RD	MOUNT ULLA	NC	28125	0 SLOAN RD	203 014	11.95
GREEN ZELLA MAE WEBB & GRIFFIN PATSY A	GREEN SONNIE	1787 THOMAS TER		DECATUR	GA	30032	1229 GRADY ST	012 065	18.60
MAYER SUSAN V		537 W KIRK ST		CHINA GROVE	NC	28023	537 KIRK ST	123 073	823.75
HARDIN TERESA LANE		4711 WATER OAK RD		CHARLOTTE	NC	28211	PERSONAL PROPERTY	176387	5.00
HAYNES CHRISTOPHER PAUL		1829 MORINGSIDE LN		SALISBURY	NC	28146	PERSONAL PROPERTY	174600	5.00
SAHAR Z ABDUR RASHID		2900 LOWER STONE CHURCH RD		ROCKWELL	NC	28138	PERSONAL PROPERTY	176176	9.71
SAHAR Z ABDUR RASHID		267 MACDONALD AVE		WYNOCOTE	PA	19095	0 SERENITY DR	280 025	1.76
JASCPMS LLC		1320 W SOMERVILLE AVE	APT 922	PHILADELPHIA	PA	19141	0 SERENITY DR	280 026	1.76
JONES LEON WILLIE & WF	JONES JANET M	1345 DEER CREEK DR		SALISBURY	NC	28146	824 S MAIN ST	015 299	3.20
BENNETT KENYA		80 MARCONI ST		MOCKSVILLE	NC	27028	1099 JADE ST	803B118	1.36
KIMBALL ANNE BOYD		356 HAVENBROOK WAY NW		CONCORD	NC	28027	606 WILLOW RD	167075	9.67
KING MARK		1933 STONE BALLAST WAY SW		OCEAN ISLE BEACH	NC	28469	0 MOORESVILLE RD	467 002	5.01
SERVICE SOLUTIONS		675 GODBEY RD		SALISBURY	NC	28147	0 NC 801 HWY	813 092	1.97
LAMBETH JEANNIE WILSON		ATTN TAX DEPARTMENT	PO BOX 242967	MONTGOMERY	AL	36124	360 GASKEY RD	469 012	692.00
LAWING JUANITA		1280 UPPER PALMER RD		SALISBURY	NC	28146	PERSONAL PROPERTY	123840	5.74
LYERLY WESLEY R		1275 LAWING DR		CHINA GROVE	NC	28023	0 LAWING DR	130 347	1.79
LYERLY WESLEY RYAN		215 WOODSON RD		GOLD HILL	NC	28071	215 WOODSON RD	167561	5.00
MAIN ROBERT BRYAN		215 WOODSON RD		GOLD HILL	NC	28071	PERSONAL PROPERTY	172861	5.00
MCKENZIE STEVEN M &	MCKENZIE ALESSANDRA L	4008 BROWN RD		MOUNT ULLA	NC	28125	PERSONAL PROPERTY	173130	118.58
MISENHEIMER JEREMY RYAN		1034 CANTER CT		MOORESVILLE	NC	28115	1034 CANTER CT	576A078	5.00
SHOAF LAW FIRM, PA		11130 US 52 HWY		ROCKWELL	NC	28138	PERSONAL PROPERTY	132118	5.00
RCTC 2020 PREPAY		8414 FALLS OF NEUSE RD, SUITE 104		RALEIGH	NC	28144	985 GOODSON RD	314 027	876.66
RCTC 2020 PREPAY		402 N MAIN ST		SALISBURY	NC	28144	275 MORGANVILLA RD	515 002	1,755.93
NEEDHAM MARK ERIC		402 N MAIN ST		SALISBURY	NC	28144	275 MORGANVILLA RD	515 002	4,000.00
OVERCASH GWYN		7866 LONGBRIAR DR		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	135187	5.00
PACIFICO JULIA RADER		2220 BARRINGER RD		SALISBURY	NC	28147	190 SANDALWOOD LN	221D004	6.98
WILLIE B SLOAN		5650 OLD BEATTY FORD RD		ROCKWELL	NC	28138	5650 OLD BEATTY FORD RD	168335	11.43
VYLLA TITILE LLC		404 17TH ST		SPENCER	NC	28159	0 MILFORD HILLS RD	062 004	2.15
FORD KAREN		6200 TENNYSON PARKWAY	SUITE 101	PLANO	TX	75024	1357 BOSTIAN RD	133 265	312.81
REX JAMIE		8401 W CHARLESTON BLVD	APT 2039	LAS VEGAS	NV	89117	0 PEELER RD	408 005	1.46
RITCHIE C A MRS HEIRS		PO BOX 657		WOODLEAF	NC	27054	0 BURGRAY RD	808 005	1.70
F & L BUILDING LLC		1080 SIDES RD		SALISBURY	NC	28146	ASBURY RD	401 029	40.09
ROGERS TIMOTHY WAYNE		PO BOX 8174		LANDIS	NC	28088	PERSONAL PROPERTY	143453	1.26
RUCKART JAMES DAVID		120 SPRING OAK DR		SALISBURY	NC	28147	PERSONAL PROPERTY	988325	5.00
		604 W BLUME ST		LANDIS	NC	28088	604 W BLUME ST	107 015	138.37

*Jonny Parnell*  
Tax Collector



RUCKART JAMES DAVID		604 W BLUME ST		LANDIS	NC	28088	0 W BLUME ST	107 139	140.33
SALSHACK LLC		118 N MAIN ST		SALISBURY	NC	28144	118 N MAIN ST	A1002	50.00
SHEPHERD DALE STEPHEN		150 SHUMAC LN		SALISBURY	NC	28146	PERSONAL PROPERTY	147896	6.79
SMITH DOUGLAS A		216 N JACKSON ST		SALISBURY	NC	28144	216 N JACKSON ST	010 111	3.44
STEELE JONES N JR		6250 CHENAULT RD		CLEVELAND	NC	27013	15720 COOL SPRINGS RD	169720	5.00
THERAPEUTIC TOUCH LLC		2125 OLD CONCORD RD		SALISBURY	NC	28146	828 JAKE ALEXANDER BLVD	170063	3.59
THOMAS JOANN W		1160 LEONARD RD		SALISBURY	NC	28146	1209 EDGEDALE DR	326A11603	1,725.91
THOMAS JOANN W		1160 LEONARD RD		SALISBURY	NC	28146	1160 LEONARD RD	600 002	1,586.33
THOMPSON ELVIS LEE		6495 ENOCHVILLE CIR		KANNAPOLIS	NC	28081	6495 ENOCHVILLE CIR	247A078	2.64
CORELOGIC INC		3001 HACKBERRY ROAD		IRVING	TX	75063	3925 DEAL RD	241A012	6.01
TREXLER AARON RUSTY		950 DUNNS MOUNTAIN CHURCH RD		SALISBURY	NC	28146	PERSONAL PROPERTY	173373	5.00
WARD HORACE W		183 PLEASANT HILL DR		KANNAPOLIS	NC	28081	183 PLEASANT HILL DR	246 377	1,009.59
WELLS FARGO EQUIPMENT FINANCE		600S 4TH ST	MAC-N9300-100	MINNEAPOLIS	MN	55402	1480 WILKINSON RD	174337	2,327.59
WILLIAMS MICHAEL M & WF	WILLIAMS JENNIFER L	145 HERITAGE LN		SALISBURY	NC	28147	145 HERITAGE LN	464B041	113.70
WILLIAMSON JERRY WAYNE		718 AMHERST CT		CHINA GROVE	NC	28023	PERSONAL PROPERTY	161327	13.08
BRENDLE PEGGY		1170 PATTERSON ST		CHINA GROVE	NC	28023	0 OLD ROCKY RD	386 034	171.89
WILSON TONY DALE		345 WAGON WHEEL WAY		SALISBURY	NC	28147	PERSONAL PROPERTY	173468	5.00
WITHERSPOON LEVAN & WF	WITHERSPOON COSTELLA N	15857 CONDOR RD		VICTORVILLE	CA	92394	0 ROBINSON RD	052 168	1.19
								<b>TOTAL:</b>	<b>\$ 22,590.76</b>

*Janice Parnell*  
Tax Collector

## JUNE 2020 AS400 REFUNDS

W8NAM1	W8NAM2	W8ADR1	W8ADR2	W8CITY	W8STA	W8ZIPA	W8ASSD	W8TRNN	W8AMRF
ANDERSON ERIC JUMAH	NA	920 SELLS RD	NA	SALISBURY	NC	28144-9437	1997 HOND CR9 MC CB 1000	926092	160.10
HELMS KIMBERLY DALTON	NA	203 EVERHARDT AVE	NA	LANDIS	NC	28088-1000	2000 MERC VLR VN VAN VILLAGER WAGON	925864	46.75
MANGUM MELISSA HEWETT	NA	185 DAWN ST	NA	SALISBURY	NC	28147-9321	1996 CHAP PERMTAG AD86902	925937	12.24
MANGUM MICHAEL	NA	185 DAWN ST	NA	SALISBURY	NC	28147-9321	1987 VALL S/V	925802	19.38
MOWERY ERIK TODD	PRO LANDSCAPING OF NC	117 MILFORD HILLS RD	NA	SALISBURY	NC	28144	SECT C SCH A8 CLASS EQ ASM# 00	925636	142.55
RCTC IASWORLD 2010 4201349	1997 CHEV GM4 TK		NA				1978 CHEV CAMARO	925660	40.92
RCTC 2010 4007100	2005 FORD 4S		NA				2005 FORD 4S FIVE HUNDRED SEL 2WD	925686	123.89
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2014 FRHT IRP TAG M2 MN9112	926029	370.17
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2005 FRHT IRPT TAG M2 LA17741	926040	61.59
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2007 KENW IRP TAG CONSTRUCTI LA14972	926044	66.64
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2014 FRHT IRP TAG M2 MN9112	926052	391.45
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2006 KENW IRP TAG CONSTURCTI LA17515	926056	62.44
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2017 FRHT M2 106 TK MW5894	926064	892.76
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2007 KENW IRP TAG CONSTRUCTI LA14972	926068	68.47
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2007 FRHT IRP TAG M2 LA17742	926072	90.17
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28144	2014 FORD IRP TAG DRW SUPER LA17803	926076	189.51
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28147	2006 KENW IRP TAG CONSTURCTI LA17515	926036	60.76
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28147	2014 FORD IRP TAG DRW SUPER LA17803	926048	179.21
ROWAN COUNTY TAX COLLECTOR	NA	402 N MAIN ST	NA	SALISBURY	NC	28147	2005 FRHT IRPT TAG M2 LA17741	926060	65.13
ROWAN COUNTY TAX COLLECTOR	NA	402 N. MAIN ST., SUITE 101	NA	SALISBURY	NC	28144	EARNEST MILLER RD	926012	222.76
URIBE NAZARIO	NA	849 GHEEN RD	NA	SALISBURY	NC	28147-9740	1973 SPORT CRAFT	925807	250.76
								<b>TOTAL:</b>	<b>\$ 3,517.65</b>

  
 Tax Collector

**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:** 7/14/2020  
**SUBJECT:** Post Public Hearing - Ratify FY '21 Federal Urbanized Area Formula Grants (5307)

---

Pursuant to current remote meeting rules for public hearings that require an additional post-hearing 24 hours for public comment, the attached matter needs to be ratified. There were no additional comments received during the additional 24 hour post hearing time period.

Approve the additional funding requested for the FY21 Federal Urbanized Area Formula (5307) grant application. These funds will provide Rowan Express with operating and preventative maintenance. The requested amount approved during the July 13th, 2020 meeting was \$300,000: \$180,000 local match (combination of 50% and 80%)

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request for 5307 Public Match	7/14/2020	Cover Memo
Presentation	7/14/2020	Cover Memo



## **ROWAN TRANSIT SYSTEM**

2726 Old Concord Road, Salisbury North Carolina 28146

MEMO TO COMMISSIONERS:

FROM: Valerie Steele  
DATE: 6/25/2020  
SUBJECT: FY21 Federal Urbanized Area Formula (5307) Grant

The following overview is provided for consideration at the July 13, 2020 Public Hearing.

5307- Federal Urbanized Area Formula

Application will provide Rowan Express operating and preventative maintenance funds.

Requesting \$300,000: \$180,000 County Match (combination of 50% and 80% grant)

Respectfully Submitted,

*Valerie Steele*

Valerie Steele, Director  
Rowan Transit System  
2726 Old Concord Rd  
Salisbury, NC 28146



# ROWAN TRANSIT SYSTEM

*Be an original.*

5307 Funding

7/13/2020

3:00pm

## Urbanized Area Formula Grant (5307)

- ▶ For Rowan Express Only
  - ▶ Current approved amount estimated to cover 4-6 months of service
  - ▶ Request impacts only this grant - no change to other approvals

## Current:

- ▶ Local match \$80,000
- ▶ Available Federal Obligation \$300,000  
(apply for reimbursement under)

### Breakdown:

- ▶ Operating expenses 50/50
  - ▶ Federal \$80,000 / Local Match \$80,000

## Changes Since September

- ▶ Moving Operations In House
  - ▶ Will be responsible maintenance
- ▶ New Director
  - ▶ Additional federal funds are available
- ▶ COVID-19 Impacts
  - ▶ Anticipate cuts/elimination of future funding



## Request:

- ▶ Approve an additional \$100,000 in local match funds. This would bring the total local match amount up to \$180,000.
- ▶ Federal Obligation is \$300,000 (apply for reimbursement under)  
Breakdown:
  - ▶ Operating expenses 50/50
    - ▶ Federal \$150,000 / Local Match \$150,000
  - ▶ Preventative maintenance 80/20
    - ▶ Federal \$150,000 / Local Match \$30,000

**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:** July 16, 2020  
**SUBJECT:** Ratify Board of Social Services Term for Commissioner Klusman

---

**ATTACHMENTS:**

**Description**

Memorandum

**Upload Date**

7/16/2020

**Type**

Cover Memo



**Rowan County Board of Commissioners**

**130 West Innes Street, Salisbury, NC 28144**

**(704) 216-8180**

**To:** Rowan County Board Commissioners  
**From:** Carolyn Barger, Clerk to the Board  
**Date:** July 16, 2020  
**Subject:** Ratify Board of Social Services Term for Commissioner Klusman

During regular session on July 13, 2020 the Board voted to reappoint Commissioner Judy Klusman to the Board of Social Services to coincide with her current term as a County Commissioner (which ends December 5, 2022).

Commissioner Klusman was appointed by the Board of Commissioners to serve on the Board of Social Services to fill a "county seat" and is not serving in this capacity because she is a sitting County Commissioner. Per NC General Statute 108A-4, the two (2) consecutive term limits do not apply to a social services board member who was a county commissioner at any time during their first two consecutive terms on the social services board, or, is a County Commissioner at the time of the reappointment to the social services board.

The Board is asked to ratify the term for Commissioner Klusman to the initially requested date of June 30, 2023.

**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:** Sheriff Kevin Auten  
**DATE:** 07-20-2020  
**SUBJECT:** Award Sidearm to Retiring Sgt. Suad Jakupovic

---

Resolution to award sidearm to retiring RCSO Sergeant Suad Jakupovic.

Pass resolution to award his duty sidearm to retiring Sgt. Suad Jakupovic.

**ATTACHMENTS:**

**Description**

Resolution

**Upload Date**

7/21/2020

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

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

### RESOLUTION

#### ALLOWING RETIRING OFFICER TO PURCHASE SERVICE SIDEARM

**WHEREAS**, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; *and*

**WHEREAS**, Sergeant Suad Jakupovic has served as a member of the Rowan County Sheriff's Office since February of 2014 and was formerly employed at the Salisbury PD from August 2005 until February of 2014, *and*

**WHEREAS**, Sergeant Suad Jakupovic is retiring from the Rowan County Sheriff's Office effective August 31, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Rowan County Board of Commissioners to allow Sergeant Suad Jakupovic to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of \$1.

This the 3rd day of August, 2020.

\_\_\_\_\_  
Gregory C. Edds, Chairman  
Rowan County  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sheriff Kevin Auten  
**DATE:** 07-20-2020  
**SUBJECT:** Award Sidearm to Retiring Master Deputy Lana Sterling

---

Resolution to award sidearm to retiring Master Deputy Lana Sterling.

Pass resolution to award handgun to retiring Master Deputy Lana Sterling.

**ATTACHMENTS:**

**Description**

Resolution

**Upload Date**

7/21/2020

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

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

### RESOLUTION

#### ALLOWING RETIRING OFFICER TO PURCHASE SERVICE SIDEARM

**WHEREAS**, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; *and*

**WHEREAS**, Master Deputy Lana Sterling has served as a member of the Rowan County Sheriff's Office since August of 2000 and was formerly employed at Salisbury PD from March of 1994 until August of 2000; *and*

**WHEREAS**, Master Deputy Lana Sterling is retiring from the Rowan County Sheriff's Office effective August 06, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Rowan County Board of Commissioners to allow Master Deputy Lana Sterling to purchase her service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of \$1.

This the 3rd day of August, 2020.

\_\_\_\_\_  
Gregory C. Edds, Chairman  
Rowan County  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



recycled paper

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** July 20, 2020  
**SUBJECT:** Request Investigation By Wildlife Resources Commission To Determine Whether Statutory Authority May Exist for Establishment of a No Wake Zone

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	7/21/2020	Cover Memo
Map	7/21/2020	Cover Memo
Steps to Apply for No Wake Zone	7/22/2020	Cover Memo
Photos & Videos	7/22/2020	Cover Memo



## Barger, Carolyn M

---

**From:** Barron, Michael T <Michael.T.Barron@Williams.com>  
**Sent:** Monday, July 13, 2020 11:46 AM  
**To:** Barger, Carolyn M  
**Cc:** Betsy.haywood@ncwildlife.org; Kim Barron; Barron, Michael T  
**Subject:** RE: Applying for a No Wake Zone  
**Attachments:** Screenshot 2020-07-12 at 8.39.32 AM.png; Screenshot 2020-07-13 at 11.30.07 AM.png; Screenshot 2020-07-13 at 11.29.38 AM.png; IMG\_1571.MOV; IMG\_1570.MOV; IMG\_1569.MOV; IMG\_1566.MOV

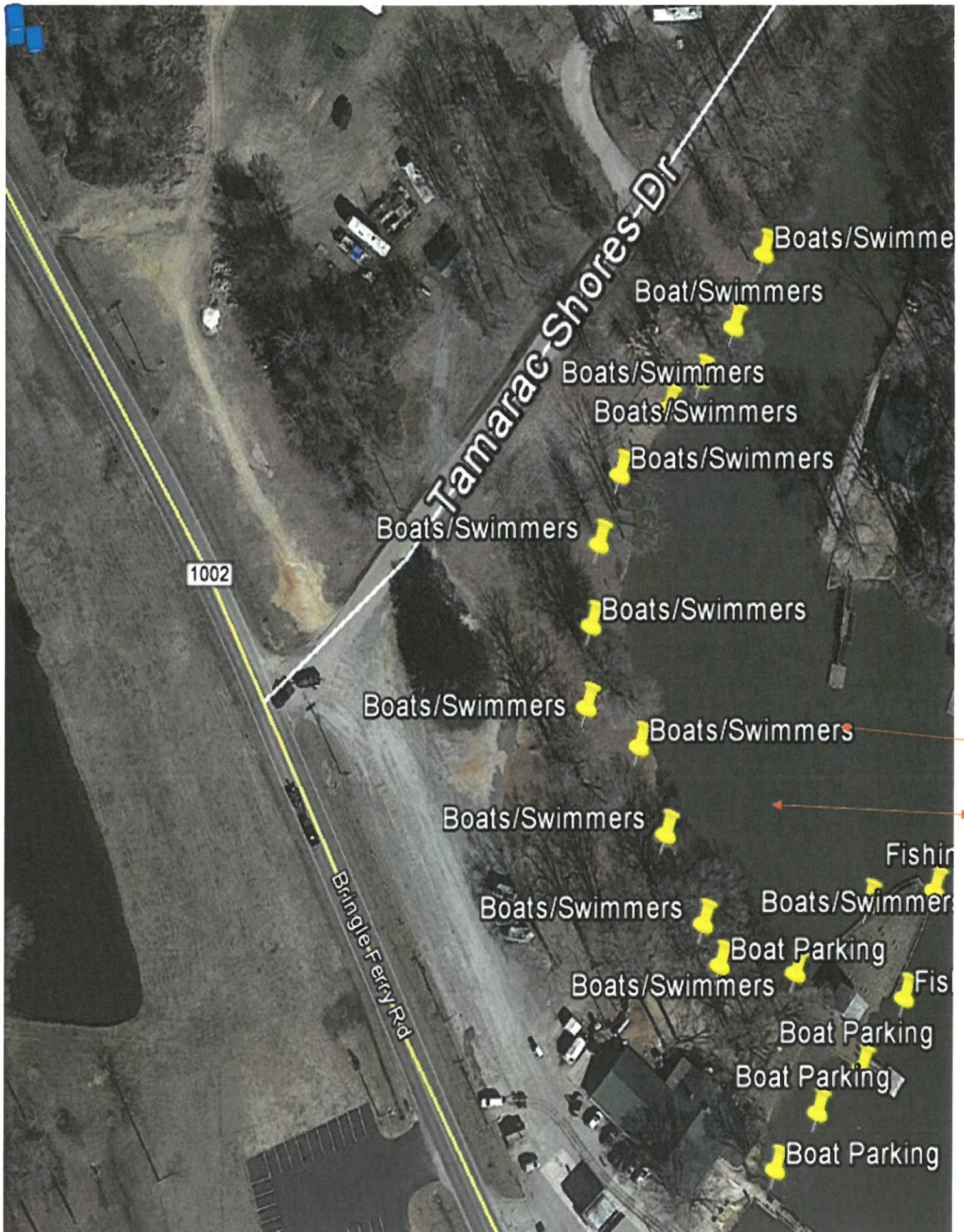
**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Hi Carolyn,

Please see the attachments and videos I shot this weekend. Travel was down due to the hot temps compared to the last several weekends. Our main concern is all the traffic in and out of the marine with the blind spots. We constantly have high traffic way above the no wake speeds. We also have kids/adults swimming off our doc and the boats ride right up to our grandkids and guest. I attached some videos showing our concerns and safety risk. They also have people swimming at Tamarac Marine in the same areas the boats are parking. You can actually see boats back up right at people swimming within a few feet of each other. Would it be possible to add no wake and swimming buoys further out from the shore lines than they are now to slow the boats down when entering and leaving the areas in questions? I would also like to add them further north and east of our doc. How can we stop the boaters from traveling so close to our doc? Would you also write Betsy Haywood with NC Wildlife and request to complete an assessment of our concerns? Please advise.

Thanks everyone in advance for your time,  
Mike Barron  
360 Tamarac Shores Drive  
Salisbury, NC 28146







# APPLYING FOR A NO WAKE ZONE

## REQUEST INVESTIGATION

The local unit of government contacts No Wake Zone Coordinator to request investigation of area to determine whether statutory authority may exist for establishment of a no wake zone. Coordinator requests that Enforcement provides a recommendation to the NWZ Coordinator about whether sufficient safety hazards exist to meet the statutory authority of the WRC to enact a no wake zone in public trust waters.

## RESULTS OF INVESTIGATION

NWZ Coordinator provides the local unit of government with the recommendation of Enforcement as to whether a no wake zone is necessary.

## DECISION TO APPLY

Local unit of government receives a recommendation to proceed.

OR

The local unit of government receives a recommendation that a no wake zone may not be statutorily necessary. The local unit of government still may decide to apply for action by the Wildlife Resources Commission

## APPLICATION FOR RULEMAKING

If the local unit of government decides to proceed with rulemaking, the application process begins

- state that local unit of government has given public notice of intention to apply for rulemaking on waters within territorial limits of that subdivision of the State
- provide resolution from governmental unit requesting rulemaking
- state boating safety hazard or water safety hazard prompting request complete D-1 application form

## OSBM REVIEW

Upon receipt of application, No Wake Zone Coordinator submits a fiscal note for review by the Office of State Budget and Management. The agency must provide an analysis of the fiscal impact of any Administrative Rule (OSBM has 60 days to review)

OR

The Local unit of government decides not to proceed

No further action

## CONSIDERATION BY THE NCWRC

The application for rulemaking and fiscal note review are considered by the NCWRC in official meeting.

OR

## NCWRC APPROVES

NCWRC approves promulgating rulemaking for the proposed no wake zone by submitting Notice of Text in the NC Register for at least 60 days with an open comment period.

After the 60 day open comment period, the WRC, in official meeting, considers public comments and provides final adoption of the no wake zone rule.

## NCWRC DENIES

NCWRC denies the applicant's request for no wake zone rulemaking. Denial by WRC is final.

No further action

## RRC REVIEW

The adopted rule is sent to the Rules Review Commission for consideration of the rule at their next meeting (30 to 60 days) for

- statutory authority
- clarity
- necessity
- compliance with procedures

## RULE BECOMES EFFECTIVE

With approval by RRC, the rule becomes effective on the first of the month following the meeting of the RRC and is codified in the North Carolina Administrative Code.

Rulemaking procedures must comply with requirements of the N.C. Administrative Procedure Act, NCGS 150B. Implementation timelines may vary due to regulatory reviews.

**Request Investigation By Wildlife Resources Commission To Determine Whether Statutory Authority May Exist for Establishment of a No Wake Zone**

**Photos & Videos Submitted**

Screenshot 1:

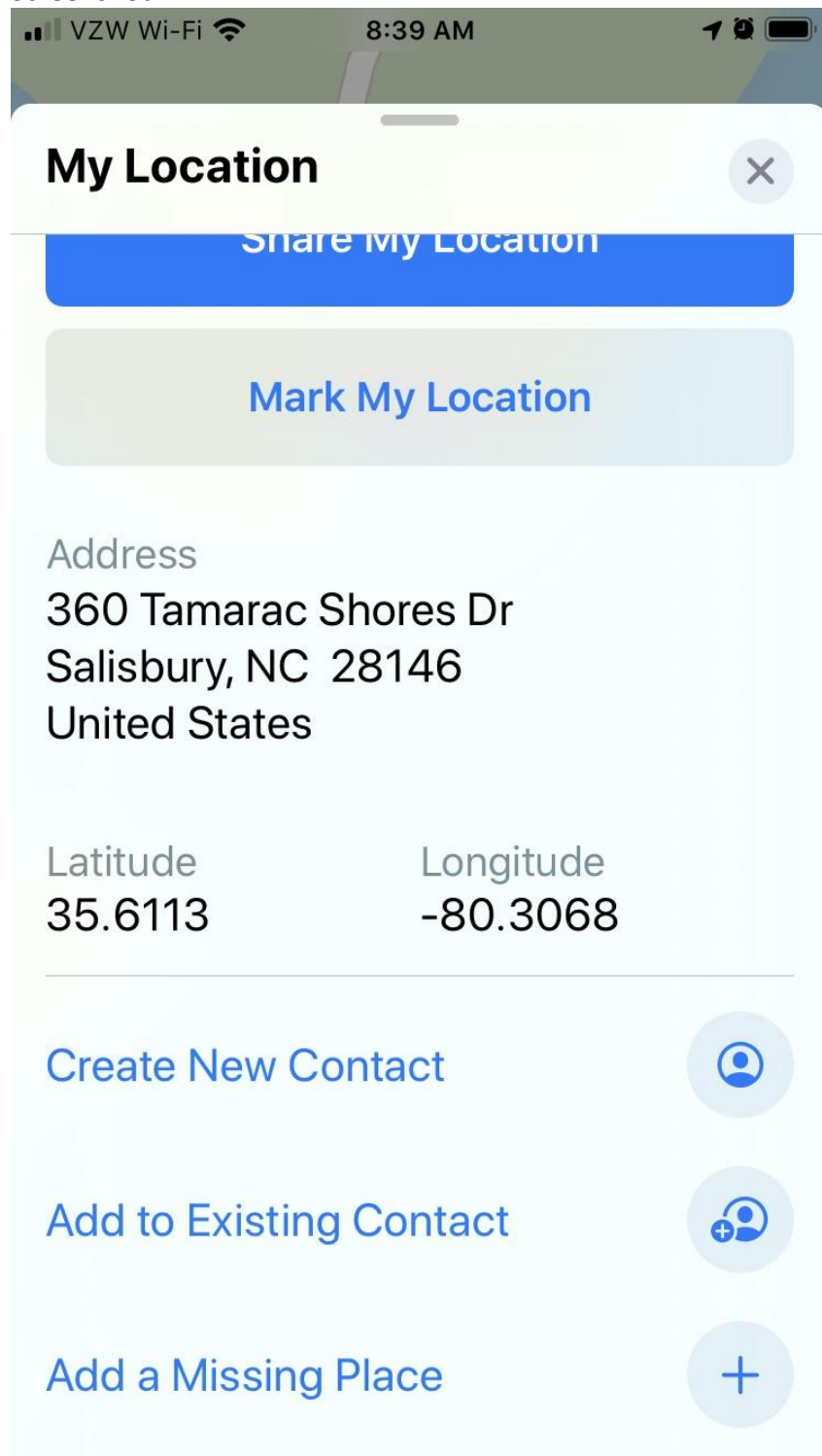


Photo 1:





Photo 2:



Videos:

- IMG\_1566.MOV - <https://youtu.be/XffsDC32Tvo>
- IMG\_1569.MOV - [https://youtu.be/L7\\_NSxIAuaE](https://youtu.be/L7_NSxIAuaE)
- IMG\_1570.MOV - <https://youtu.be/N77X-9TU320>
- IMG\_1571.MOV - <https://youtu.be/cDvuRmToMAw>

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Donna F. Fayko, Director, DSS  
**DATE:** July 23, 2020  
**SUBJECT:** Purchase Requisition for Northwoods Renewal

---

Northwoods Compass (document management system) requires an annual renewal for on-going support. These funds were approved in the DSS budget process. Due to the cost of the renewal, fiscal procedures require BOCC approval to pay the requisition.

Thank you for your assistance in addressing this need.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Northwoods	7/23/2020	Cover Memo





NORTHWOODS®

#12331

Northwoods Consulting Partners, Inc.

5200 Rings Rd

Dublin, Oh 43017

Req #

**Bill To:**

Rowan County Department of Social Services

1813 E Innes St  
Salisbury, NC 28146-6030  
USA

Invoice #: INV-101852

Invoice Date: 5/27/2020

Customer ID: 1072

PO #:

Payment Terms: Net 30

Description	Quantity	Amount
Compass Capture Station Support	6	\$3,634.00
Compass Capture Desktop Support	116	\$20,293.00
Compass People Support	199	\$12,676.00
Compass Forms Support	188	\$39,839.00
Compass Documents Support	192	\$9,716.00
Compass Tasks Support	182	\$10,464.00

Annual Support Renewal - 9/1/2020 - 8/31/2021 (Gold - year 3 of 3 year rate lock). Please note that to avoid interruption of your support coverage, payment must be received by Northwoods prior to the expiration of your Annual Support Renewal listed above. Changes to licensing may take up to 30 days to process.

For Questions regarding this invoice:

Email: [accountsreceivable@teamnorthwoods.com](mailto:accountsreceivable@teamnorthwoods.com)

Phone: 614.781.7800

Subtotal	\$96,622.00
Tax	\$6,763.54
Payment/Credits	\$0.00
Total	\$103,385.54

**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:** July 24, 2020  
**SUBJECT:** Engineering Services for HVAC System - S.E. Collins Engineers

---

Please see the attached letter from Sam Collins with S.E. Collins Consulting Engineers.

Please approve engineering services in the amount of \$12,800 with S.E. Collins Consulting Engineers related to HVAC and Electrical design to replace an HVAC system at the EOC/Agricultural Building on Old Concord Road. The Firm will also provide construction administration services for the project and final project closeout documentation. The estimated replacement cost of the HVAC unit is \$160,000.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Engineering Services for HVAC System - S.E. Collins Engineers	7/1/2020	Cover Memo



**S. E. COLLINS  
CONSULTING  
ENGINEERS**

1817 E. Innes St. - Suite 201  
Salisbury, NC 28146  
E-Mail: [scollins@scollinseng.com](mailto:scollins@scollinseng.com)  
Tel: (704) 638-6337  
Fax: (704) 638-6340

May 13, 2020

Mr. Don Bringle  
Director of Facilities  
Rowan County, NC

RE: EMS Lower Level of Agricultural Building Old Concord Road - Salisbury, NC

Mr. Bringle,

Below is scope of services to be provided and our fee proposal for this project:

- Provide HVAC and Electrical design documents to replace existing HVAC including:
  - Outdoor condensing unit
  - Indoor variable air volume air handling unit
  - Indoor terminal units with hot water heat coils
  - Specify variable speed drive for air handling unit
  - Design for economizer feature on air handling unit
  - Specify all new digital controls for above equipment
- All design work shall be sealed by registered NC Professional Engineer
- Provide construction administration services associated with advertising, bidding, receiving bids, awarding bids, submittal review, construction progress meetings on site, and final project closeout documentation.

Design Fee \$12,800.00

Invoiced at \$10,240.00 after design and remaining \$2,560.00 after project completion

We can complete design work withing two weeks after a notice to proceed. Thank you for including us on this project. Please let me know if you have any questions.

Sincerely,

Sam E. Collins, III, PE  
President  
S.E. Collins, PA  
Consulting Engineers

160,000 estimate Total

**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:** July 24, 2020  
**SUBJECT:** Golder Associates - Landfill Consulting Services

---

Please see the attached Agreement.

Please approve the attached Proposal from Golder Associates NC for FY 2021 consulting services (primarily water quality program management) at the Rowan County Landfill.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Golder Associates - Landfill Consulting Agreement 2021	7/1/2020	Cover Memo



May 29, 2020

Proposal No. P20140083

**Mr. Caleb Sinclair, Director**  
Rowan County Department of Environmental Management  
1102 N Long Street Extension  
East Spencer, North Carolina 28039

**PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR THE 2020-2021 FISCAL YEAR**

Dear Caleb,

In preparation for fiscal year 2020 - 2021 (FY 20-21), Golder Associates NC, Inc. (Golder) is pleased to submit this proposal for the continuation of water quality program management services for the three landfills owned and/or operated by Rowan County (the County), North Carolina (NC). As you know, the County is responsible for annual water quality monitoring at the closed unlined municipal solid waste (MSW) facility (NC Solid Waste Permit No. 80-01), as well as semi-annual water quality monitoring at the closed construction and demolition (C&D) landfill and the active MSW facility (NC Solid Waste Permit No. 80-03).

Golder proposes to be responsible for managing and coordinating field, laboratory, and routine reporting activities associated with the County's environmental monitoring programs at the closed and active landfills to ensure compliance with the applicable NC general statutes, NC Solid Waste Management Rules (NCSWMR), the facility permits, and in adherence with project scope and schedule (describe in detail below). This proposal includes the fees associated with services related to routine annual/semi-annual water quality sampling and reporting at the active and closed landfills, quarterly landfill gas monitoring and reporting at the active MSW and closed C&D landfill, as well as general consulting services (budget which has been historically used to cover unscheduled issues such as special waste acceptance, verification sampling, minor alternate source demonstrations, well redevelopment, etc.).

**SCOPE AND SCHEDULE**

Based on the services provided in the previous fiscal year (July 1, 2020 through June 30, 2021) and our understanding of the site monitoring requirements, we are proposing the following activities for FY 20-21:

**Phase 100: Active MSW and Closed C&D Landfill Water Quality Monitoring and Reporting (Active Site – NC SWP # 80-03)**

Phase 100 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater, surface water, and leachate) and associated reporting at the active MSW landfill and closed C&D landfill located at 789 Campbell Road in Woodleaf, NC. As presented, the water quality monitoring at these facilities is performed semi-annually (typically in January and July) as required by the NCSWMR. Golder

---

Golder Associates NC, Inc.  
5B Oak Branch Drive Greensboro, North Carolina, USA 27407

T: +1 336 852-4903 +1 336 852-4904

proposes to continue sampling during January and July to take advantage of reduced laboratory rates during these months. The following monitoring and reporting tasks are included based on the current approved Water Quality Monitoring Plan (WQMP) for the MSW and C&D facilities.

***Field Work: Sampling and Analysis***

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in 21 groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill and closed C&D landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) in 15 groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I plus C&D list constituents (in accordance with the *Monitoring Plans and Requirements for C&DLF Facilities* detailed in 15A NCAC 13B .0544) in 3 groundwater monitoring wells during each semi-annual water quality monitoring event at the closed C&D landfill.
- The collection of a groundwater sample, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) from one underdrain outfall during each semi-annual water quality monitoring event at the active MSW landfill.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents from 5 locations during each semi-annual water quality monitoring event at the active MSW and closed C&D landfill.
- The collection of a leachate sample, the recording of water quality parameters, and the laboratory analysis of the sample for NC Appendix I constituents plus chemical oxygen demand (COD), biological oxygen demand (BOD), phosphate, nitrate, and sulfate.
- The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I constituents plus tetrahydrofuran (THF), mercury, iron, and manganese.
- The analysis of a trip blank for NC Appendix I volatile organic compounds (VOCs) plus THF.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during each monitoring event.

As presented, during each water quality monitoring event, Golder will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, dissolved oxygen, oxidation reduction potential, and turbidity. After collection of each sample, the sample bottles will be placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. Golder

proposes to continue to utilize Environmental Conservation Laboratories (ENCO) located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

Golder will maintain copies field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the semi-annual water quality monitoring reports.

### **Reporting:**

Following the receipt of the laboratory analytical results, Golder will review the laboratory-provided quality assurance and quality control (QA/QC) data, and qualify relevant data as appropriate in accordance with published US Environmental Protection Agency (US EPA) protocols or applicable NC Department of Environmental Quality (NC DEQ) guidance. After reviewing the laboratory data for completeness and QA/QC, Golder will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, Golder will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included as Phase 300).

Following receipt of the complete data package (inclusive of any potential verification sampling activities), Golder will prepare a *Semi-Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. As required by the NCSWMRs, each *Semi-Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (any evaluations required for the active MSW and closed C&D facilities based on exceedances of applicable water quality standards)
- A summary table of static water level measurements
- A site location and potentiometric groundwater surface contour map which will include the direction of groundwater flow and an evaluation of the rate of groundwater flow (for the active MSW and closed C&D landfills)
- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- And, conclusions and recommendations (as applicable).

As presented, upon approval of the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Semi-Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody forms, and any required statistical evaluations. Should a *14-Day Notification of Exceedance of a Groundwater Standard* or an *Alternate Source Demonstration (ASD)* be deemed necessary Golder will again provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

#### **Phase 101: Closed MSW Landfill Water Quality Monitoring and Reporting (Closed Site – NC SWP # 80-01)**

Phase 101 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater and surface water) and associated reporting at the closed MSW landfill located off National Guard Road in Salisbury, NC next to the Mid-Carolina Regional Airport (RUQ). As presented, the water quality monitoring at this facility is performed annually (typically in July) as required by the NCSWMR. Golder proposes to continue sampling during July to take advantage of reduced laboratory rates during this month. The following monitoring and reporting tasks are included based on the applicable NCSWMRs.

##### ***Field Work: Sampling and Analysis***

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in 5 groundwater monitoring wells during the annual water quality monitoring event at the closed MSW landfill.
- The purging and sampling of 5 groundwater monitoring wells, the recording of water quality parameters during purging and at the time of sampling, and the laboratory analysis of each sample for NC Appendix I VOCs and Resource Conservation and Recovery Act (RCRA) metals during the annual water quality monitoring event. Purging of these groundwater monitoring wells prior to sampling will consist of the evacuation of three well volumes prior to sampling per industry standard techniques and US EPA guidelines.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I VOCs and RCRA metals from 2 locations during the annual water quality monitoring event at the active MSW and closed C&D landfill.
- The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I VOCs and RCRA metals.
- The analysis of a trip blank for NC Appendix I VOCs.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during the annual monitoring event.

As presented, during each water quality monitoring event, Golder will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, dissolved oxygen, oxidation reduction potential, and turbidity. After collection of each sample, the sample bottles will be



placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. As presented, Golder proposes to continue to utilize ENCO located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

Golder will maintain copies field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the annual water quality monitoring reports.

### **Reporting:**

Following the receipt of the laboratory analytical results, Golder will review the laboratory-provided QA/QC data, and qualify relevant data as appropriate in accordance with published US Environmental Protection Agency (US EPA) protocols or applicable NC Department of Environmental Quality (NC DEQ) guidance. After reviewing the laboratory data for completeness and QA/QC, Golder will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, Golder will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included as Phase 300).

Following receipt of the complete data package (inclusive of any potential verification sampling activities), Golder will prepare an *Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. The *Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods (if applicable)
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (if applicable)
- A summary table of static water level measurements
- A site location map showing the location of each sampling point
- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- And, conclusions and recommendations (as applicable).

As presented, upon approval of the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody

forms, and any required statistical evaluations. Should an *Alternate Source Demonstration* (ASD) be deemed necessary Golder will again provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

### **Phase 200: Quarterly Landfill Gas Monitoring and Reporting**

Phase 200 activities will include the coordination and performance of four quarterly landfill gas monitoring events and the completion of the associated report for each monitoring event as required by 15A NCAC 13B .1626 (for the MSW landfill), 15A NCAC 13B .0544 (for the C&D landfill), and the current NC solid waste permit. The tasks included in this phase are detailed below.

#### ***Field Work:***

The quarterly landfill gas monitoring event will include the following:

- Compliance monitoring at the active MSW landfill which consists of the monitoring of seven (7) landfill gas probes (or methane monitoring wells) and 2 on-site structures (the maintenance shop and scale-house) for the presence of methane and carbon dioxide (the main components of landfill gas) as well as for oxygen and balanced gas (or nitrogen) as required by the NCSMRs and the applicable NC DEQ guidance.
- Compliance monitoring at the closed C&D landfill which consists of the monitoring of 1 landfill gas probe for the presence of methane, carbon dioxide, oxygen, balanced gas, and hydrogen sulfide as required by the NCSMRs and the applicable NC DEQ guidance.
- In addition to the compliance monitoring at the active MSW landfill, four (4) additional assessment monitoring landfill gas probes are monitored. The assessment landfill gas probes are monitored for the presence of methane, carbon dioxide, oxygen, and balanced gas after replacement landfill gas probes were installed in September 2013.

Golder proposes to conduct each landfill gas monitoring event utilizing a GEM 2000 Plus (or equivalent instrument) capable of measuring methane, carbon dioxide, oxygen, and balanced gas as a percentage in air and hydrogen sulfide in parts-per-million (ppm). A calibration form for the GEM 2000 Plus will be obtained from the vendor and the instrument will be calibrated in the field prior to each use. Field notes will be taken during the calibration process and the vendor calibration form and the field calibration notes as well as pertinent weather conditions including general weather, barometric pressure, wind direction, temperature, and humidity will be recorded and incorporated into each *Quarterly Landfill Gas Monitoring Report*.

#### ***Reporting:***

As presented, a *Quarterly Landfill Gas Monitoring Report* will be completed after the conclusion of each quarterly monitoring event. The format for this report will be a letter including attachments such as the boundary gas probe monitoring log, a landfill gas monitoring location map, and the required NC DEQ environmental monitoring form for data submission. Historically, since methane was detected in boundary probes during the July 2013 landfill gas monitoring event this report has been submitted to NC DEQ, although technically this is not required by regulation. Regulation only requires a 7-day notification if methane is detected above the lower explosive limit (i.e., above 5% methane per volume in air) in the landfill gas boundary probes or above 25% of the lower explosive limit (LEL) in an onsite structure. Based on previous conversations with NC DEQ, Golder proposes to continue to submit these quarterly reports. A draft will be submitted to the County prior to submittal to NC DEQ.

Upon approval from the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Quarterly Landfill Gas Monitoring Report* to the NC DEQ.

Should methane be detected above 25% of the LEL in an on-site structure Golder will notify the facility manager and recommend evacuation of the building and notification of the fire department. Following detection of methane in boundary probes during the July 2013 landfill gas monitoring event the on-site structures have been equipped with continuous explosive gas monitoring devices so this scenario is unlikely. If methane is detected above the LEL in a boundary probe Golder will assist the County in perusing an appropriate course of action and will re-monitor the probe within 7-days implementing a remedy. The remedy implementation planning, re-monitoring, or any additional assessment will be performed under the general consulting phase (Phase 300). Should an addendum to the current Landfill Gas Remediation Plan be deemed necessary Golder will provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

### **Phase 300: General Consulting Services**

As presented, Phase 300 is proposed to provide a readily available billing phase for time and materials allocated by Golder personnel as directed by Rowan County on potential out-of-scope items specific to this project, but not included in the preceding activity phases. These activities will be performed on an as-needed basis and only after obtaining prior approval from Rowan County. These items may include but are not limited to:

- On-site general operational consulting, as requested, including the review of special waste analytical data
- To conduct verification sampling
- To respond to NC DEQ requests for additional information regarding previously submitted ASDs
- To prepare 14-day notifications for groundwater standard exceedances
- To conduct well re-development and/or dedicated pump repair activities
- To complete an ASD, Addendum to Landfill Gas Remediation Plan, etc.
- Or, other as needed environmental consulting for the County

### **HEALTH, SAFETY, SECURITY, & ENVIRONMENT (HSSE)**

As part of Golder's corporate HSSE policy we are required to prepare (or in this case update) our site-specific Health and Safety and Environmental Plan (HASEP) prior to mobilization to the site. The HASEP will be consistent with our standards for completing field work at similar facilities in the US, along with the site-specific information or training that may be required by Rowan County. The HASEP will identify known hazards associated with the site conditions and the work to be performed via the use of risk register. Known hazards such as slips, trips, falls, inclement weather, biological and chemical hazards, driving off-road, and hazards associated with project specific equipment will be recorded and appropriate controls will be implemented to eliminate or mitigate risk. Appropriate engineering controls, administrative controls, or personal protective equipment will be utilized to minimize hazards which cannot be eliminated. At a minimum a job-safety analysis will be performed prior to commencing work or when conditions change and safety tailgate meetings will be conducted at the beginning of each day before work begins. At a minimum each of our field team members have received training

in first-aid, CPR, AED, and blood borne pathogens, are current with their OSHA 40-Hour HAZWOPER training, and have completed the OSHA 10-Hour Construction Safety Training.

## PROPOSED FEES

A summary of the proposed project phase budgets is presented in the table below. The proposed fees for Phase 100, 101, and 200 will be billed on a lump sum basis. These phases will be invoiced twice based on a percent complete basis. The first invoice will be submitted upon the completion of field activities and again after the completion and submittal of each report to NC DEQ. As presented, Phase 300 will be invoiced on a time-and-material basis after receiving prior approval from Rowan County. Phase 300 will be invoiced in accordance with the 2020 Golder Associates NC, Inc. rate schedule which has been included as Attachment 1 to this proposal.

*Note that fees are the same as those approved for the FY 2019-2020 calendar year.* As presented, Golder proposes to continue to subcontract ENCO in Cary, NC to perform the required laboratory analyses associated with this project. As a cost savings measure for the County, Golder proposes to continue to conduct the water quality monitoring in January and July to take advantage of reduced laboratory rates during these months. Additionally, Golder proposes to continue to conduct two of the quarterly landfill gas monitoring events in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfills to reduce the overall number of trips made to the site, reducing cost for the County.

Phase and Description:	Estimated Fee:
<b>Phases to be invoiced on a Lump Sum basis:</b>	
Phase 100: Active MSW and Closed C&D Landfill Monitoring and Reporting	\$26,750
Phase 101: Closed MSW Landfill Monitoring and Reporting	\$5,150
Phase 200: Quarterly Landfill Gas Monitoring and Reporting	\$4,100
<b>Phases to be invoiced on a Time and Materials basis:</b>	
Phase 300: General Environmental Consulting	\$10,000
<b>Annual Total:</b>	<b>\$46,000</b>

## ASSUMPTIONS AND LIMITATIONS

Golder has prepared this proposal and provided this quotation based on the following assumptions:

- The proposed fees related to water quality monitoring have been prepared with the assumption that the active MSW and closed C&D landfill will remain in the detection monitoring program during FY 20-21. The active MSW landfill reverted to detection monitoring from assessment monitoring in early 2018 following VOC exceedances above the NC 2L groundwater standard in downgradient monitoring well MW-28. Monitoring well MW-28 was replaced with MW-28R during FY 17-18. Two complete rounds of assessment monitoring were completed and the County request to revert to detection monitoring was approved by NC DEQ. In the response to the request, NC DEQ requested additional information as it pertained to metal detections at the active MSW landfill and statistical analysis. In response, Rowan County recently completed

the redevelopment of MW-23A and MW-25. Should metal detections above background persist in these monitoring wells, additional actions may be necessary, or the County may have to commence assessment monitoring.

- The constituent 1,4-dioxane has been recently detected in groundwater and surface water at the closed C&D landfill. This proposal was prepared with the assumption that the County would not be required to enter into assessment monitoring for this constituent during the 2020-2021 fiscal year as this constituent is analyzed per the May 30, 2018, memorandum issued by NC DEQ and is not required by the facility's current permit.
- Costs do not include replacement of MW-18R. A separate proposal can be prepared (if needed) pending July 2021 results.
- As presented, Golder has prepared these estimated costs based on ENCO's reduced laboratory rates available in January and July. Should this monitoring schedule change the laboratory may choose to increase these rates.
- As presented, Golder assumes that two of the quarterly methane monitoring events will be completed in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfill.
- Golder assumes that Rowan County will provide or share any and all updated site drawings, updated topographic information, etc. in AutoCAD (or compatible) format.
- Fees do not include any additional groundwater assessment activities that may be required for the closed landfill, nor any significant ASD responses (i.e., field investigations) that may be required for the active landfill.
- As presented, Golder has provided a general environmental consulting budget which has been utilized in the past to address out-of-scope items related to other phases of this project. Golder has proposed to continue to utilize this Phase during the FY 20-21 for items presented in the section above.

## SUMMARY

We appreciate this opportunity to continue to serve Rowan County and we look forward to continuing our partnership. We propose to conduct the services (described in detail above) in accordance with our existing terms and conditions in our agreement with Rowan County dated October 10, 2017 and our 2020 GANCI professional rate schedule (included as Attachment 1). To authorize Golder to proceed with these activities, please sign and date in the spaces provided below, and return a signed copy of this proposal to us. Should you have any questions or require additional information, please contact the undersigned at (336) 852-4903.

Sincerely,  
**Golder Associates NC, Inc.**



**Darren Cox**  
*Staff Environmental Scientist*

DC/RPK/dc



**Rachel P. Kirkman, PG**  
*Associate and Senior Consultant*

Authorization to Proceed:

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

Attachments: 2020 GANCI Professional Rate Schedule

g:\proposals\rowan county\2020-2021\fy20-21 proposal\ rowan county.docx



**GOLDER**

**Professional Rate Schedule  
for the Greensboro, NC Office  
Effective January 1, 2020**

Invoices from Golder Associates NC, Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
B1	Admin Support	67
B2	Staff Admin Support	77
B3	Senior Admin Support	87
T1	Technician	74
T2	Staff Technician	85
T3	Senior Technician	95
T4	Sr. Technician/Construction Manager	111
D1	Draftsperson	87
D2	Staff Draftsperson	97
D3	Senior Draftsperson	108
D4	Senior CAD Designer	123
C1	Engineer/Scientist	95
C2	Staff Engineer/Scientist	110
C3	Project Engineer/Scientist	125
C4	Senior Project Engineer/Scientist	145
C5	Senior Engineer/Scientist	175
C6	Senior Consultant	195
C7	Practice/Program Leader	220
C8	Senior Practice/Program Leader	235

Other direct costs, including materials, expenses, and subcontractor costs will be invoiced at cost plus a minimum general and administrative fee of 15%.

A 5% office service fee will be added to the total labor costs to cover direct project non-labor office costs including mail, telephone, fax transmissions, as well as reasonable and customary in-house photocopying and document production. Final document and drawings printing and copying will be billed at the following rates:

SERVICE	RATE
Photocopies	\$0.10/page
Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by Golder Associates NC, Inc. will be provided upon request.

**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:** July 24, 2020  
**SUBJECT:** HDR Engineering Agreement - Landfill Engineering and Consulting Services 2021

---

Please see the attached Agreement.

Please approve the attached Master Agreement for Professional Services with HDR Engineering for the Rowan County Landfill.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
HDR Engineering Agreement - Landfill Engineering and Consulting Services 2021	7/1/2020	Cover Memo





May 21, 2020

Mr. Caleb Sinclair  
Interim Director of Environmental Management  
Rowan County Government  
1102 North Long Street  
East Spencer, NC 28144

Re: Rowan County/HDR Engineering, Inc. of the Carolinas Master Services Contract  
Five-year extension request

Dear Mr. Sinclair,

The current Rowan County and HDR Engineering, Inc. of the Carolinas (HDR) Master Services Agreement is set to expire on September 30, 2020. Attached is an extension as allowed under Section VI. Contract Term to extend the Contract an additional five years. The new contract period would run from September 30, 2020 to September 30, 2025. For the purposes of this Contract renewal HDR has kept the terms and conditions the same as the previous contract. A copy of the current contract is included for reference in addition to a new, signed Contract along with a 2020 Rate Sheet, for execution by the County.

HDR appreciates the opportunity to provide continued service to Rowan County. Please feel free to contact me at (704) 338-6843 should you have questions regarding this information.

Sincerely,  
HDR Engineering, Inc. of the Carolinas

A handwritten signature in black ink, appearing to read 'Michael Plummer', written over a horizontal line.

Michael Plummer, PE  
*Project Manager*

Enclosures: 2015 Executed Contract  
2020 Proposed Contract

## **MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this 29th day of September, 2015, between Rowan County, North Carolina, hereinafter referred to as "OWNER", and HDR Engineering, Inc. of the Carolinas, hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### **SECTION III. COMPENSATION**

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services." Refer to Attachment 1 -- Compensation for a list of billing rates.

### **SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

### **SECTION V. NON-APPROPRIATION CLAUSE**

ENGINEER acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to ENGINEER of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to ENGINEER of such limitation or change in Rowan County's legal authority.

### **SECTION VI. CONTRACT TERM**

Services will be for a period of five (5) years from the date of the Agreement is made unless extended through mutual consent of the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ROWAN COUNTY, NORTH CAROLINA

"OWNER"

BY:

NAME:

Aaron Church

TITLE:

County Manager

ADDRESS:

130 W. Innes Street  
Salisbury, NC 28144

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

FINANCE DIRECTOR

HDR ENGINEERING, INC. OF THE  
CAROLINAS  
"ENGINEER"

DATE:

9/29/15

BY:

NAME:

Roger W. Moody

TITLE:

Senior Vice President

ADDRESS:

440 S. Church St. Suite 1000  
Charlotte, NC 28202

EXHIBIT A

TASK ORDER YYYY-NN (sequential by year)

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated \_\_\_\_\_, 2015, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____ "OWNER"	HDR ENGINEERING, INC. OF THE CAROLINAS "ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: _____ _____	ADDRESS: _____ _____

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost. ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the laws of the state of North Carolina.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving sixty (60) days written notice. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.



#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify

OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 18. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## ATTACHMENT 1

### COMPENSATION

This Attachment pertains to an Agreement by and between Rowan County ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated \_\_\_\_\_, 20\_\_\_\_, ("the Agreement").

This Attachment shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of the Agreement.

2015 labor rates for services performed on a not-to-exceed basis:

#### **LABOR (Billing Rates)**

Client Manager/Principal	\$240/hour
Senior Technical Resource	\$180 - \$225/hour
Senior Project Manager	\$170 - \$210/hour
Project Manager	\$130 - \$165/hour
Senior Project Engineer	\$155 - \$195/hour
Project Engineer	\$125 - \$155/hour
Staff Engineer	\$ 85 - \$120/hour
Staff Hydrogeologist	\$100 - \$140/hour
Senior Environmental Scientist	\$120 - \$175/hour
Staff Environmental Scientist	\$ 80 - \$115/hour
Senior Designer	\$110 - \$140/hour
Staff CADD Technician	\$ 80 - \$100/hour
Senior Project Administrator	\$ 90 - \$105/hour
Administrative Support	\$ 65 - \$ 85/hour
Senior Resident Project Representative	\$110 - \$150/hour
Staff Resident Project Representative	\$ 70 - \$110/hour

The labor rates listed provide a range for each category of service. Tasks will be performed on a lump sum or not-to-exceed basis depending on the type of service provided. HDR will endeavor to utilize the most qualified individual at the lowest billing rate category in conjunction with the Rowan County effort. Rates will be adjusted annually based on calendar year.

#### **EXPENSES**

All project expenses (i.e., reproduction, travel, lodging, meals, etc.) and subcontractors cost (drillers, etc.) will be marked up by 10%.

#### **QUALITY ASSURANCE/QUALITY CONTROL**

HDR has in place a detailed Quality Assurance/Quality Control Program for our clients' projects. We would appreciate the opportunity to review this program with the County and discuss how it is consistently applied across HDR's projects.

At the core of HDR's mission is delivering quality service to our clients, which includes successful compliance with project schedules.



## **MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this 30th day of September, 2020, between Rowan County, North Carolina, hereinafter referred to as "OWNER", and HDR Engineering, Inc. of the Carolinas, hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### **SECTION III. COMPENSATION**

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services." Refer to Attachment 1 – Compensation for a list of billing rates.

### **SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

### **SECTION V. NON-APPROPRIATION CLAUSE**

ENGINEER acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to ENGINEER of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to ENGINEER of such limitation or change in Rowan County's legal authority.

### **SECTION VI. CONTRACT TERM**

Services will be for a period of five (5) years from the date of the Agreement is made unless extended through mutual consent of the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ROWAN COUNTY, NORTH CAROLINA

"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

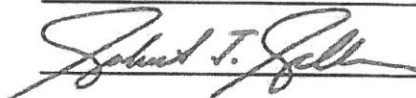
**HDR ENGINEERING, INC. OF THE  
CAROLINAS**

**"ENGINEER"**

DATE: \_\_\_\_\_

5-21-2020

BY: \_\_\_\_\_



NAME: \_\_\_\_\_

Robert J. Rella

TITLE: \_\_\_\_\_

Senior Vice President

ADDRESS: \_\_\_\_\_

440 S. Church St. Suite 1000  
Charlotte, NC 28202

## EXHIBIT A

### TASK ORDER YYYY-NN (sequential by year)

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated \_\_\_\_\_, 2020, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
"OWNER"

HDR ENGINEERING, INC. OF THE  
CAROLINAS  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the laws of the state of North Carolina.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving sixty (60) days written notice. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify

OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 18. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**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:** July 24, 2020  
**SUBJECT:** HDR Engineering Task Order #2020-01

---

Please see the attached Task Order.

Please approve the attached Task Order #2020-01 with HDR Engineering for Landfill Gas Collection System Reporting for the Rowan County Environmental Management Department.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
HDR Engineering Task Order #2020-01	7/1/2020	Cover Memo



**EXHIBIT A**

**TASK ORDER NUMBER 2020 - 01**  
**TITLE V AND EPA GAS REPORTING**

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), signed in September 29<sup>th</sup>, 2015, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2020 - 01

PROJECT NAME: ROWAN 2020 – 2021 TITLE V REPORTING

**PART 1.0 PROJECT DESCRIPTION:**

Rowan County maintains a Title V permit application effective December 19, 2019 for the landfill located at 689 Campbell Road, Woodleaf, North Carolina.

In order to maintain compliance with the permit conditions the facility is required to complete annual reporting on the waste acceptance rates and emission estimates, maintain and monitor the landfill gas collection system, and generate system plans. Our proposal, as detailed in the Scope of Work below, represents our understanding of the air quality related compliance monitoring and reporting activities that will be required during 2020-2021 fiscal year.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

**Task 1 –Landfill Gas Reporting**

The Landfill will be required to prepare and submit the following routine reports and emission inventories during 2020-2021 fiscal year. The expected fee for this task is \$107,500.

**Task 1A - Title V Permit Compliance Monitoring**

- Monthly (12) wellhead monitoring events – Monitor and record all required compounds at each wellhead.
- Quarterly (4) surface emissions monitoring events – Monitor and record surface emissions of methane from the landfill as required by the permit.
- Monthly (12) landfill cover integrity monitoring events – Monitor and record the condition of the landfill cap as it pertains to landfill gas emissions.

**Task 1B - Title V Permit Reports and Inventory**

- Two (2) semi-annual compliance reports:
  - July 1, 2020 – December 31, 2021 (2H20 report), due by January 30, 2021.
  - January 1, 2021 – June 30, 2021 (1H21 report), due by July 30, 2021.
- Annual compliance certification report for calendar year 2020 – due by March 1, 2021.
- Annual emission inventory for calendar year 2020 – due by June 30, 2021 (submitted via DEQ's AERO electronic reporting system).



- Annual GHG emission inventory for calendar year 2020 – due by March 31, 2021 (submitted via EPA's e-GGRT reporting tool).

Task 1C - Landfill Gas Collection System Maintenance

- Annual calibration of the main gas analyzer by QED personal.
- Identify, perform or coordinate repairs on well heads, laterals, gas mains, or any other equipment necessary to the functionality of the landfill gas collection system.

Task 1D – Wellfield Calibration

- Calibrate the new landfill gas collection wells after the completion of the 9 well expansion.
- Recalibrate all existing wells to meet NSPS requirements due to fluctuations in vacuum pressure from the expansion startup process.

*Deliverables:*

1. Draft of each report, provided at least two (2) weeks prior to submission date for County review and comment;
2. Final of each report, provided at least one (1) week prior to submission date for County signature and submittal.

*Clarifications:*

1. All information needed to prepare the reports will be provided by the County based on an information needs list prepared by HDR for each.
2. Two meetings are included.
3. County will pay emission inventory fees.
4. Wellfield calibration includes 5 full day site visits.

PART 3.0 SCHEDULE

These tasks are for services for the 2020-2021 fiscal year and will follow the reporting dates as shown in Part 2.0 of this task order.

PART 4.0 PAYMENTS TO ENGINEER

HDR will complete the scope outlined in this proposal for \$107,500.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ROWAN COUNTY, NORTH CAROLINA  
"OWNER"

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC. OF THE CAROLINAS  
"ENGINEER"

DATE: 6/25/2020

BY: Robert J. Rella

NAME: Robert J. Rella, PE

TITLE: Senior Vice President

ADDRESS: 440 South Church St. Suite 100  
Charlotte, NC 28202

**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:** July 24, 2020  
**SUBJECT:** Purchase of Fifteen (15) Vehicles

---

Please see the attached information.

Please approve the purchase of 14 vehicles for the Rowan County Sheriff's Office and one vehicle for Environmental Management.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Purchase of 15 Vehicles	7/28/2020	Backup Material

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### Memorandum

**To:** Rowan County Board of Commissioners  
Aaron Church, County Manager

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

**Re:** Purchase of Fifteen (15) Vehicles

**Date:** July 24, 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 Group, Ilderton Dodge and Modern Chevrolet have all agreed to extend to the County the same price and terms set forth in their contracts with the North Carolina Sheriff's Association (NCSA contract #19-05-0911R) for the purchase of fifteen vehicles. Performance Automotive will supply eight Dodge Police Utility vehicles and four Dodge RAM pickup trucks, Ilderton Dodge will supply two Dodge RAM pickup trucks, and Modern Chevrolet will supply one Chevrolet Silverado pickup truck. The cost of the vehicles, from each dealer, is \$353,574, \$54,080 and \$28,000, respectively. The total cost for all of the vehicles is \$435,654.

Attached is the Awarded Dealers page from the NCSA Bid Award, proposed purchase orders, and pricing sheets for the vehicles from Performance Automotive, Ilderton Dodge and Modern Chevrolet. The NCSA bid documents are on file in the Purchasing Office. The purchase of the vehicles is within the approved fiscal year 2021 budget.

**Staff's Recommendation:** The Sheriff's Office, Environmental Management and the Finance Department recommend that contracts be awarded to Performance Automotive Group for the purchase of twelve vehicles at a cost not to exceed \$353,574, Ilderton Dodge for the purchase of two vehicles at a cost not to exceed \$54,080, and Modern Chevrolet for the purchase of one vehicle at a cost not to exceed \$28,000.

Equal Opportunity Employer







**North Carolina Sheriffs' Association  
Vehicle and Motorcycle 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	Bob Slebonick	611 Brevard Road	Asheville	NC	28806	bslebonick@ashevilleford.com	(828) 276-1075		(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	
Illderton Chrysler Dodge Jeep Ram	Catherine Martin	701 S. Main Street	High Point	NC	27261	cmartin@illderton.com	(336) 822-8702		(336) 887-4043
Illderton Chrysler Dodge Jeep Ram	Morgan Butler	701 S. Main Street	High Point	NC	27261	mbutler@illderton.com	(336) 822-8708	(336) 906-0794	(336) 887-4043
Illderton Chrysler Dodge Jeep Ram	Kim Tuttle	702 S. Main Street	High Point	NC	27262	ktuttle@illderton.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	abshership@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) 887-7964	
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	sheltonsmail@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	Bob Slebonick	611 Brevard Road	Asheville	NC	28806	bslebonick@ashevilleford.com	(828) 276-1075		(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	dfras@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	
Illderton Chrysler Dodge Jeep Ram	Catherine Martin	701 S. Main Street	High Point	NC	27261	cmartin@illderton.com	(336) 822-8702		(336) 887-4043
Illderton Chrysler Dodge Jeep Ram	Morgan Butler	701 S. Main Street	High Point	NC	27261	mbutler@illderton.com	(336) 822-8708	(336) 906-0794	(336) 887-4043
Illderton Chrysler Dodge Jeep Ram	Kim Tuttle	702 S. Main Street	High Point	NC	27262	ktuttle@illderton.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	absherschip@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



# ROWAN COUNTY PURCHASE ORDER

**130 West Innes Street**

Salisbury, NC 28144

Phone (704) 638-3198 Fax (704) 642-2021

**Federal Tax ID No. 56-6000336**

NOT VALID WITHOUT NUMBER

**PURCHASE ORDER #**

For Finance Dept use only

VENDOR NAME:	Performance Ford/Chrysler/Dodge	VENDOR	
DEPARTMENT:	Sheriff	PREPARED BY:	MD J.R. Davis
SHIP TO:	232 N. Main St., Salisbury, NC 28144	DATE:	7/6/2020

DATE REQUIRED:	ASAP
----------------	------

**Submit with packing slip and invoice**

[illegible]

ORDER WILL BE PLACED BY: (che

## INTERNET

**ORDERS \$5,000.00 AND OVER MUST BE PAID IN ADVANCE**

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:
PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:

**COMMENTS:** Patrol Vehicles for 2020-2021 Budget

**By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.**

AUTHORIZED PERSONNEL	DATE
----------------------	------

**BILLING INSTRUCTIONS:** Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice.

**Rowan County is not sales tax exempt.**

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.**

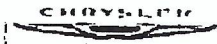
Finance Director	Purchasing Agent
NOT VALID WITHOUT SIGNATURE	NOT VALID WITHOUT SIGNATURE

**This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.**

AUTHORIZED PERSONNEL	DATE
----------------------	------

# PERFORMANCE

## AUTOMOTIVE



DODGE

Jeep



RAM

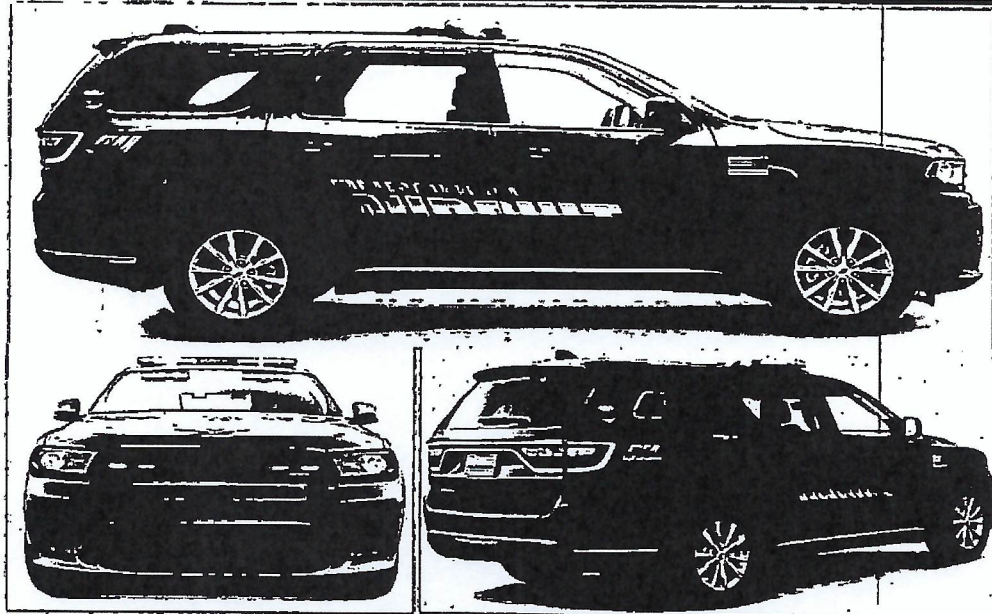


## 2020 Dodge Durango Pursuit

WDEE75 - Durango 5.7L Hemi All Wheel Drive

NCSA Contract 19-05-0911R Spec 149

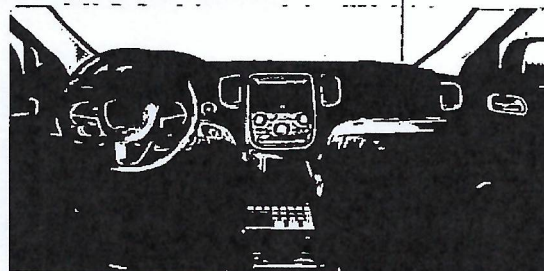
North Carolina Sheriff's Association Vehicle Contract



Emergency Lighting for illustrative purposes only

### Package 22Z 5.7L V-8 Hemi AWD - Standard Features

- 5.7L Hemi V-8 MDS Engine
- 8 Speed Auto 8HP70 Transmission
- 265/60R18 BSW Michelin Tires
- 18X8 Painted Aluminum Rims
- Deep Tint Sunscreen
- Front & Rear Interior LED Lamps
- Heavy Duty Engine Cooling
- Integrated Voice Command w/Bluetooth
- Remote Proximity Key with Keyless Go
- Power 8-Way Driver Seat
- Power Windows/Door Locks
- Rear Load Leveling Suspension
- Cruise Control
- Tilt/Telescoping Steering Wheel



Shown with optional Havis Console



## NCSA Base Vehicle Specifications

CODE	DESCRIPTION	STD / OPTION
WDEE75	Dodge Durango Special Service	STD
AZ1	Durango Pursuit Vehicle	STD
*K7	Cloth Low-Back Bucket Seats	STD
LNQ	Spot Lamp Wiring Prep	STD
CFN	2nd Row 60/40 Folding Seat	STD
EZH	5.7L V8 HEMI engine	STD
MDA	Front License Bracket	STD
XAC	Factory Installed Parkview Camera	STD
4 Key Fobs, 5yr/100,000 mile Powertrain Warranty		

### NCSA Zone Information

SPEC	Durango Pursuit Base Vehicle	Base Price
<input type="checkbox"/> 149	Appalachia Zone (FOB Clinton, NC)	\$ 30,119
<input checked="" type="checkbox"/> 149	Dogwood Zone (Piedmont and Triad)	\$ 30,149
<input type="checkbox"/> 149	Cardinal Zone (Charlotte to Wilmington)	\$ 30,119
<input type="checkbox"/> 149	Longleaf Zone (North East Counties)	\$ 30,159

## Dodge Durango Pursuit Vehicle Available Options

### Factory Options

<input type="checkbox"/>	AHX	Trailer Tow Group IV	\$	794.30
<input type="checkbox"/>	LM1	Daytime Running Lights, Low Beam	\$	37.60
<input type="checkbox"/>	WGG	Wrap Around Grille Guard - Dealer Installed	\$	799.00
<input type="checkbox"/>	ADL	Skid Plate Package	\$	277.30
<input type="checkbox"/>	NHK	Engine Block Heater	\$	89.30
<input type="checkbox"/>	RSD	Sirius XM Satellite Radio	\$	183.30
<input type="checkbox"/>	RH1	Single Disc Remote CD Player	\$	465.30
<input type="checkbox"/>	XAN	Blind Spot & Cross Path Protection	\$	465.30

### Law Enforcement Options

<input type="checkbox"/>	EULWD1	Driver Side Unity Halogen Spotlight	\$	385
<input type="checkbox"/>	IAAJC1	Vinyl Rear Seat Conversion	\$	650
<input checked="" type="checkbox"/>	IAFOA1	Thermo Plastic Olefin (TPO) Molded Floor Kits	\$	748
<input type="checkbox"/>	Havis	Havis Console, Cup Holder, Arm Rest, USB Hub, Aux Power Outlets, Audio Ports	\$	791
<input type="checkbox"/>	EULWC1	Driver Side Unity Spotlight With LED	\$	570

### Standard Colors:

### Quantity

<input checked="" type="checkbox"/>	PSC	Billet Silver Metallic Clear Coat	
<input type="checkbox"/>	PXJ	Black Clear Coat	
<input type="checkbox"/>	PDN	Destroyer Grey Clear Coat	
<input type="checkbox"/>	PAU	Granite Clear Coat	
<input type="checkbox"/>	PBF	Reactor Blue Pearl Coat	
<input type="checkbox"/>	PRM	Redline 2 Coat Pearl	
<input type="checkbox"/>	PW7	Bright White Clear Coat	
<input type="checkbox"/>	PWD	VICE WHITE (Pearl Coat) \$560 EXTRA	



### Emergency Equipment/Lighting Upfit

<input type="checkbox"/>	Whelen	Whelen Inner Edge Slicktop - Factory Console	\$	3,741
<input type="checkbox"/>	Whelen	Whelen Inner Edge Slicktop - Police Style Console	\$	4,271
<input type="checkbox"/>	SODHH	Sound Off Slicktop - Factory Console	\$	3,505
<input type="checkbox"/>	SODPC	Sound Off Slicktop - Police Style Console	\$	4,074

### Emergency Equipment Options

ADD/DELETE

<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

### Upfit Video Links:

[2017 Granite Durango SSV, Whelen Slicktop](#)

[2017 White Durango SSV, Whelen Slicktop](#)

**Total Unit Price: \$ 30,897**

**Number Units This Spec:**

**Total: \$ 247,176**

### Warranty Information

#### I. 2020 Durango Pursuit

5 Year / 100,000 Mile Powertrain Warranty

3 Year / 36,000 Mile Bumper to Bumper Warranty

### Notes & Instructions:






CID

Vehicle Price Worksheet			
<b>NAME:</b> <span style="float: right;"><b>Rowan County Sheriff's Office</b></span>			
<b>Make:</b>	<b>RAM</b>	<b>Model:</b>	<b>1500SSV</b>
<b>Date:</b>		<b>6/16/2020</b>	
<b>Model:</b>	<b>2019 RAM 1500SSV Crew, Hemi V-8 4wd</b>		<b>Year:</b>
<b>2019</b>		<b>Stock #:</b>	<b>G06121</b>
<b>VIN#:</b>	<b>1C6RR7KT6KS667831</b>		<b>Miles:</b>
<b>25</b>		<b>Salesman:</b>	<b>Govt</b>
<b>Color:</b>	<b>Red</b>		
<b>Vehicle Pricing:</b> <div style="text-align: right; margin-top: 10px;"> <b>Market Price:</b> \$ <b>43,620.00</b>  <b>Sales Price:</b> \$ <b>26,084.00</b> </div> <div style="margin-top: 10px;"> <b>Government Concessions:</b>  <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>TB9076</b> 2019 RAM Truck Government Concessions         </div> </div> <div style="text-align: right; margin-top: 10px;"> <b>Final Base Vehicle Pricing:</b> \$ <b>26,084.00</b> </div> <div style="margin-top: 10px;"> <b>Upfit/Accessory Pricing</b>  <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> </div> <div style="text-align: right; margin-top: 10px;"> <b>Total Body Cost:</b> \$ <b>-</b>  <b>Total Vehicle Cost:</b> \$ <b>26,084.00</b> </div>			
<b>Trade In Allowance:</b> <div style="text-align: right; margin-top: 10px;"> <b>0</b>  <b>Less: Payoff:</b> \$ <b>-</b>  <b>Trade Equity:</b> \$ <b>-</b> </div>			
<div style="text-align: right; margin-top: 10px;"> <b>Net Due Prior to Taxes:</b> \$ <b>26,084.00</b>  <b>Dealer Doc Fee:</b> <b>-</b>  <b>License Fees:</b> <b>-</b>  <b>Sales Tax:</b> <b>-</b>  <b>Cash Downpayment:</b> \$ <b>-</b>  <b>Net Vehicle Cost:</b> \$ <b>26,084.00</b> </div>			
<b>Note: Vehicle pricing good through contract period - Please call to confirm specs</b> <div style="text-align: center; font-size: small;">605 Warsaw Road * Clinton, North Carolina 910-592-5337</div>			





CID

**PERFORMANCE****AUTOMOTIVE****DODGE****Jeep****RAM****Vehicle Price Worksheet****NAME:** **Rowan County Sheriff's Office****Make:** **RAM** **Model:** **1500SSV** **Date:** **6/16/2020****Model:** **2019 RAM 1500SSV Crew, Hemi V-8 4wd** **Year:** **2019****VIN#:** **1C6RR7KT1KS668790** **Stock #:** **G06152****Salesman:** **Govt** **Color:** **Blue Streak** **Miles:** **25****Vehicle Pricing:****Market Price:** \$ **45,015.00****Sales Price:** \$ **27,395.00****Government Concessions:**

TB9076 2019 RAM Truck Government Concessions

**Final Base Vehicle Pricing:** \$ **27,395.00****Upfit/Accessory Pricing**


**Total Body Cost:** \$ -**Total Vehicle Cost:** \$ **27,395.00****Trade In Allowance:**

0

\$ -






**Less: Payoff:** \$ -**Trade Equity:** \$ -**Net Due Prior to Taxes:** \$ **27,395.00****Dealer Doc Fee:**                     **License Fees:**                     **Sales Tax:**                     **Cash Downpayment:** \$ -**Net Vehicle Cost:** \$ **27,395.00****Note: Vehicle pricing good through contract period - Please call to confirm specs**

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





DETENTION

<b>PERFORMANCE</b>			
<b>AUTOMOTIVE</b>			
			
			
<b>Vehicle Price Worksheet</b>			
<b>NAME: Rowan County Sheriff's Office</b>			
<b>Make:</b>	<b>RAM</b>	<b>Model:</b>	<b>2500</b>
<b>Date:</b>	<b>6/16/2020</b>		
<b>Model:</b>	<b>2018 RAM 2500 Crew, 8'Bed, 5.7L Hemi 2wd</b>		
<b>Year:</b>	<b>2018</b>		
<b>VIN#:</b>	<b>3C6TR4HT1JG394900</b>		<b>Stock #:</b>
<b>G04001</b>			
<b>Salesman:</b>	<b>Govt</b>	<b>Color:</b>	<b>Silver</b>
<b>Miles:</b>	<b>25</b>		
<b>Vehicle Pricing:</b>			
<b>Market Price:</b>		<b>\$</b>	<b>39,655.00</b>
<b>Sales Price:</b>		<b>\$</b>	<b>25,721.00</b>
<b>Government Concessions:</b>			
<b>TB8076</b>	<b>2018 RAM Truck Government Concessions</b>		
<b>Final Base Vehicle Pricing:</b>		<b>\$</b>	<b>25,721.00</b>
<b>Upfit/Accessory Pricing</b>			
<b>Total Body Cost:</b>		<b>\$</b>	<b>-</b>
<b>Total Vehicle Cost:</b>		<b>\$</b>	<b>25,721.00</b>
<b>Trade In Allowance:</b>			
<b>0</b>	<b>\$</b>	<b>-</b>	
<b>Less: Payoff:</b>	<b>\$</b>	<b>-</b>	
<b>Trade Equity:</b>	<b>\$</b>	<b>-</b>	
<b>Net Due Prior to Taxes: \$ 25,721.00</b>			
<b>Dealer Doc Fee:</b>			
<b>License Fees:</b>			
<b>Sales Tax:</b>			
<b>Cash Downpayment:</b>		<b>\$</b>	<b>-</b>
<b>Net Vehicle Cost:</b>		<b>\$</b>	<b>25,721.00</b>
<b>Note: Vehicle pricing good through contract period - Please call to confirm specs</b>			
<b>605 Warsaw Road * Clinton, North Carolina 910-592-5337</b>			





# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street  
Salisbury, NC 28144  
Phone (704) 638-3198 Fax (704) 642-2021  
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER  
PURCHASE ORDER #    
For Finance Dept use only

VENDOR NAME:

*Performance Automotive*

VENDOR #:

*17595*

DEPARTMENT:

*Department of Environmental Services*

PREPARED BY:

*T. Kester  
C Sinclair  
G GREENE  
J Boyd*

SHIP TO:

*1102 N. Long St. Ext. E. Spencer NC*

DATE:

*7-6-2020*

DATE REQUIRED:

*ASAP*

Submit with packing slip and invoice

ACCOUNT NUMBER

QTY

DESCRIPTION

UNIT  
PRICE

TOTAL

*1014220575075*

*1*

*2020 Dodge 1500  
Model DS6498*

*22,197.52*

*Litter Control Program*

SUBTOTAL

SHIPPING

TOTAL

*22,197.52*

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☒ PHONE ☐ INTERNET

ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

VENDOR NAME:

*Performance Automotive*

VENDOR NAME:

VENDOR NAME:

VENDOR #:

*17595*

VENDOR #:

VENDOR #:

PHONE #:

*910 592 5337*

PHONE #:

PHONE #:

TOTAL QUOTE:

*22,197.52*

TOTAL QUOTE:

TOTAL QUOTE:

COMMENTS:

*Pre Bid for Law Enforcement Contract 19-05-0911K  
NC SA*

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

*[Signature]*

*7-6-2020*

DATE

AUTHORIZED PERSONNEL

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice. Rowan County is not sales tax exempt.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director

NOT VALID WITHOUT SIGNATURE

Purchasing Agent

NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE



# PERFORMANCE

AUTOMOTIVE



DODGE

Jeep



RAM



## 2020 RAM 1500 Crew 5'7" Bed 4wd

NCSA CONTRACT 19-05-0911R

Body Model DS6L98 - Specification #173

Pricing protected through September 30, 2020



May be shown with available options

### 2020 RAM 1500 Classic, Crew Cab 5'7" Bed

3.6L Pentastar V06 VVT Engine  
8 Speed Auto 845RE Transmission  
17X7.0 Steel Wheels  
Auxiliary Transmission Cooler  
Black Vinyl Floor Covering  
Black Grill & Bumpers  
Class IV Receiver Hitch  
26 Gallon Fuel Tank  
Vinyl 40/20/40 Bench Seat  
P265/70R18 BSW All Season Tires  
Power Windows/Locks  
Radio 3.0  
Cruise Control  
Full Size Spare Tire  
2 Steel Keys



Shown with AED Chrome Package



# Vehicle Pricing

## NCSA Delivery Zones (Pick One)

	Spec	Zone	Cost
<input type="checkbox"/>	144	Appalachia Zone-Must Pick Up At Dealer	\$ 22,467
<input checked="" type="checkbox"/>	144	Dogwood Zone (Piedmont and Triad)	\$ 22,427
<input type="checkbox"/>	144	Cardinal Zone (Charlotte to Wilmington)	\$ 22,397
<input type="checkbox"/>	144	Longleaf Zone (North East Counties)	\$ 22,437

## 2020 RAM 1500DS Crew Available Options

### Powertrain Options

<input type="checkbox"/>	ERB	3.6L Pentastar V-6 VVT Engine	Standard
<input checked="" type="checkbox"/>	EZH	5.7L Hemi V-8 VVT Engine	\$ 1,833.00

### Interior Seating Options

			Cost
<input type="checkbox"/>	TX-X8	HD Vinyl 40/20/40 Split Bench Seat	Standard
<input checked="" type="checkbox"/>	V9-X8	Cloth 40/20/40 Bench Seat	\$ 296.10
<input type="checkbox"/>	M9-X8	Premium Cloth 40/20/40 Bench Seat	\$ 940.00
<input type="checkbox"/>	CEQ	Black Seats (Requires V9-X8)	N/C

### Available Factory Options

All options not available on all models. May require grouping. See Dealer for details

#### Equipment Groups

<input checked="" type="checkbox"/>	AED	Chrome Appearance Group	\$ 653.30
<input type="checkbox"/>	AEP	Chrome Plus Package	\$ 1,217.30
<input checked="" type="checkbox"/>	AJY	Popular Equipment Group	\$ 775.50
<input type="checkbox"/>	AAY	Tradesman STX Package	\$ 2,721.30
<input type="checkbox"/>	AJB	Remote Start and Security Alarm Group	\$ 371.30
<input type="checkbox"/>	ADB	Protection Group	\$ 371.30
<input type="checkbox"/>	AHC	Trailer Tow Mirrors & Brake Group	\$ 526.40
<input type="checkbox"/>	XB9	RamBox Cargo Management System	\$ 1,217.30

#### Options

<input type="checkbox"/>	DMD	3.55 Rear Axle Ratio	\$ 89.30
<input type="checkbox"/>	DMH	3.92 Rear Axle Ratio	\$ 89.30
<input type="checkbox"/>	TTB	LT265/70R17E BSW A/T Tires	\$ 235.00
<input type="checkbox"/>	DSA	Anti Spin Differential Rear Axle	\$ 465.30
<input type="checkbox"/>	NFX	32 Gallon Fuel Tank	\$ 418.30
<input type="checkbox"/>	CLF	Front & Rear Rubber Floor Mats (N/A Vinyl Floor)	\$ 126.90
<input type="checkbox"/>	LPL	LED Bed Lighting	\$ 136.30
<input type="checkbox"/>	RH1	Single Disc Remote CD Player	\$ 324.30
<input type="checkbox"/>	XAA	ParkSense Rear Park Assist	\$ 235.00
<input type="checkbox"/>	GPG	Power Black Trailer Tow Mirrors	\$ 169.20
<input type="checkbox"/>	XHC	Integrated Trailer Brake Controller	\$ 277.30
<input type="checkbox"/>	UA1	Uconnect 3.0 (Includes Bluetooth)	\$ 183.30
<input checked="" type="checkbox"/>	RA2	Uconnect 3 with 5" Display Screen (Bluetooth)	\$ 653.30
<input type="checkbox"/>	CKE	Carpet Floor Covering	\$ 103.40
<input type="checkbox"/>	LMK	Daytime Running Headlamps, High Beam	\$ 37.60
<input type="checkbox"/>	LM1	Daytime Running Headlamps, Low Beam	\$ 37.60
<input type="checkbox"/>	GFA	Rear Window Defroster	\$ 183.30
<input type="checkbox"/>	GXM	Remote Keyless Entry with All-Secure	\$ 178.60
<input type="checkbox"/>	CS7	Tri-Fold Tonneau Cover	\$ 559.30
<input type="checkbox"/>	MRA	Wheel to Wheel MOPAR Stepbars	\$ 695.60
<input type="checkbox"/>	MRU	Black/Stainless Tubular Side Steps	\$ 653.30
<input checked="" type="checkbox"/>	XMF	Spray In Bedliner	\$ 559.30
<input type="checkbox"/>	RSD	Sirius XM Satellite Radio	\$ 183.30



**Available Factory Colors****Additional Cost**

<input checked="" type="checkbox"/>	PW7	Bright White Clear Coat	N/C
<input type="checkbox"/>	PR4	Flame Red Clear Coat	N/C
<input type="checkbox"/>	PCL	Blue Streak Pearl Coat	\$ 94.00
<input type="checkbox"/>	PRV	Delmonico Red Pearl Coat	\$ 94.00
<input type="checkbox"/>	PBU	Tru Blue Pearl Coat	\$ 94.00
<input type="checkbox"/>	PS2	Bright Silver Metallic Clear Coat	\$ 188.00
<input type="checkbox"/>	PXR	Brilliant Black Crystal Pearl Coat	\$ 188.00
<input type="checkbox"/>	PAU	Granite Crystal Metallic Pearl Coat	\$ 188.00
<input type="checkbox"/>	PAR	Maximum Steel Metallic Clear Coat	\$ 188.00

Note: Low volume colors available at additional cost

**Dealer Added Options****ADD**

<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

**Price Each:** \$ 27,197.50

**Number Units This Spec:** 1

**Total Price:** \$ 27,197.50

**Warranty Information****I. Ram 1500 - Government Title**

5 Year / 100,000 Mile Powertrain Warranty

3 Year / 36,000 Mile Bumper to Bumper Warranty

**Notes:**

Quote Date: 6-22-2020

1 Unit in Stock with this Specification

Subject to Prior Sale



DATE \_\_\_\_\_



# ILDERTON



701-712 South Main Street  
High Point, NC 27260  
(336) 841-6100



6/22/2020

Buyer:	ROWAN COUNTY	Cell:	
	JA DAVIS		
Phone:	704-216-8697	Phone:	
E-Mail:	james.davis@rowancountync.gov	Fax:	

		TRADE	
VEHICLE:	RAM 1500 TRADESMAN CLASSIC 4x4 CREW SSV	Make:	
Year:	2020	Model:	
Color:	BILLET	Year:	
Engine:	5.7L HEMI V-8 MDS VVT	Color:	
Drive:	8-SPD AUTO 8HP70	VIN:	
Mileage:		Stock #:	
		ACV:	

MSRP	
------	--

Sale Price	NCSA CONTRACT	\$25,220.00
------------	---------------	-------------

DS6T98

ITEM #150

Options Included			
PARKVIEW REAR CAMERA		VINYL FLOOR	
CLOTH FRONT BENCH/VINYL REAR WITHOUT CONSOLE			
SPRAY IN BEDLINER	\$200	TURN DIAL SHIFTER	
CLASS IV RECEIVER HITCH	\$100		
STEEL WHEELS STANDARD		3.21 REAR AXLE RATIO	
COLOR UPGRADE	\$200	4 KEY FOBS	
LED SPOTLAMPS	\$680		
BLACK SIDESTEPS	\$640		
Options Total	\$		1,820.00

Sub Total	\$27,040.00
-----------	-------------

CIVIL	
BALANCE DUE	\$27,040.00

Manager Morgan Butler Customer AUTHORIZED PERSONEL  
DIRECTOR OF FLEET SALES









## Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

## Modern Chevrolet

### Dealership Information

Quote Prepared for:

James "Ja" Davis  
Rowan County Sheriff's Office  
232 N. Main St.,  
Salisbury, NC 28144  
(704) 216-8697 Office  
(704) 202-2146 Cell

### Prepared By:

Randy Andrews  
Modern Chevrolet  
336-722-4191  
randrews@modernauto.com

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 11392. Data Updated: Jul 12, 2020 10:09:00 PM PDT.



## Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

### Quote Worksheet

	MSRP
Base Price	\$38,100.00
Dest Charge	\$1,595.00
Total Options	(\$985.00)
<b>Subtotal</b>	<b>\$38,710.00</b>
NCSA/Modern Government Discount	(\$10,400.00)
<b>Subtotal Pre-Tax Adjustments</b>	<b>(\$10,400.00)</b>
Less Customer Discount	(\$310.70)
<b>Subtotal Discount</b>	<b>(\$310.70)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$27,999.30</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$27,999.30</b>

#### Comments:

NCSA Spec # 272

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 11392. Data Updated: Jul 12, 2020 10:09:00 PM PDT.

**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:** July 24, 2020  
**SUBJECT:** Purchase of Ammunition for Sheriff's Office

---

Please see the attached information.

Please approve the purchase of ammunition off of State Contract to be used by the Rowan County Sheriff's Office.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Approval to Purchase Ammunition for Sheriff's Office	7/24/2020	Cover Memo

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### Memorandum

**To:** Rowan County Board of Commissioners  
Aaron Church, County Manager

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

**Re:** Approval to Purchase Ammunition for Sheriff's Office

**Date:** July 24, 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. Lawmen's has agreed to extend to the County the same price and terms set forth in its contract with the State of North Carolina (NC Term Contract #680A) for the purchase of ammunition. The cost of the ammunition, excluding taxes, is \$25,339.

Attached is a sales order for the ammunition from Lawmen's, NC Statewide Term Contract #680A, and the proposed purchase requisition. The purchase of the ammunition is within the approved fiscal year 2021 budget.

**Staff's Recommendation:** The Sheriff's Office and the Finance Department recommend that a contract be awarded to Lawmen's for the purchase of ammunition to be used by the Sheriff's Office at a cost not to exceed \$25,339.





3319 Anvil Place  
Raleigh, NC 27603

.800 Clanton Road Suite T  
Charlotte, NC 28217

4961 Broad River Rd. Suite B  
Columbia, SC 29212

# SALES ORDER

SO-392869

6/5/2020

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603



<b>Customer</b>		<b>Contact</b>		<b>Ship To</b>		
ROWAN CO. SHERIFF'S OFFICE ATTN: ACCOUNTS PAYABLE FINANCE DEPARTMENT 130 W. INNES ST SALISBURY NC 28144 Tel: (704) 636-1011 Fax: (704) 638-3092				ROWAN CO. SHERIFF'S OFFICE JA DAVIS 232 N MAIN STREET SALISBURY NC 28144 Tel: (704) 216-8662 Fax: (704) 638-3092		
<b>Account</b>	<b>Terms</b>	<b>Due Date</b>	<b>Account Rep</b>	<b>Schedule Date</b>		
ROWAN	NET 30 Days	7/5/2020	Zachary Parke	6/5/2020		
<b>Quotation</b>	<b>PO #</b>	<b>Reference</b>	<b>Ship VIA</b>	<b>Page</b>	<b>Printed</b>	
SQ-324829	PO TO FOLLOW	DAVIS	FACTORY DIRECT	1	6/5/2020 12:44:32PM	
<b>L</b>	<b>Item / Model / Brand Description</b>	<b>Order</b>	<b>Ship</b>	<b>Price UM</b>	<b>Discount %</b>	<b>Amount</b>
1	2 PURCHASING: !!PLEASE INFORM VENDOR THAT AMMO CANNOT SHIP UNTIL AFTER JULY 1, 2020!!					
3						
4	FCCAE40R3 / 029465092818 / FCC .40 165GR FMJ AMERICAN EAGLE 1,000 ROUNDS PER CASE = 30,000 ROUNDS	30		\$267.37 CS20NC	\$0.00	\$8,021.10
5	FCCP40HST3 / 029465094478 / FCC .40 165GR HST HP	10		\$369.68 CS20NC	\$0.00	\$3,696.80
6	FCCAE9AP / 029465088569 / FCC 9MM 124GR FMJ AMERICAN EAGLE	15		\$208.67 CS20NC	\$0.00	\$3,130.05
7	FCCP9HST1 / 029465094621 / FCC 9MM 124GR HST HP	10		\$316.86 CS20NC	\$0.00	\$3,168.60
8	FCCXM193 / 029465094607 / FCC 5.56MM 55GR BALL AMMUNITION	40		\$183.06 CS25NC	\$0.00	\$7,322.40
9	PRICING PER STATE CONTRACT # 680A					
	FREE FOB AND OK TO PARTIAL SHIP					
	NO INSIDE DELIVERY OR LIFT GATE FEE AUTHORIZED					
	PLEASE CONTACT JAY DAVIS AT (704) 216-8700 24 HOURS IN ADVANCE PRIOR TO SHIPPING					
Thank you for your purchase. Our Federal ID Number is 47-5281115. DUNS# 174217919. Checks are processed electronically. Originals will be secured for 30 days then destroyed. If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping.		<b>Tax Details</b> NCCTY7.00 \$1773.727		<b>Taxable</b>  <b>Total Tax</b> \$1,773.73 <b>Exempt</b> \$0.00 <b>Total</b> \$27,112.68  <b>Paid</b> \$0.00 <b>Balance</b> \$27,112.68 <b>Dep. Avail</b> \$0.00		
X _____ Date: _____						





3319 Anvil Place  
Raleigh, NC 27603

800 Clanton Road Suite T  
Charlotte, NC 28217

4961 Broad River Rd. Suite B  
Columbia, SC 29212

# SALES ORDER

SO-392869

6/5/2020

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603



<b>Customer</b>		<b>Contact</b>		<b>Ship To</b>	
ROWAN CO. SHERIFF'S OFFICE ATTN: ACCOUNTS PAYABLE FINANCE DEPARTMENT 130 W. INNES ST SALISBURY NC 28144 Tel: (704) 636-1011 Fax: (704) 638-3092				ROWAN CO. SHERIFF'S OFFICE JA DAVIS 232 N MAIN STREET SALISBURY NC 28144 Tel: (704) 216-8662 Fax: (704) 638-3092	
<b>Account</b>	<b>Terms</b>	<b>Due Date</b>	<b>Account Rep</b>	<b>Schedule Date</b>	
ROWAN	NET 30 Days	7/5/2020	Zachary Parke	6/5/2020	
<b>Quotation</b>	<b>PO #</b>	<b>Reference</b>	<b>Ship VIA</b>	<b>Page</b>	<b>Printed</b>
SQ-324829	PO TO FOLLOW	DAVIS	FACTORY DIRECT	2	6/5/2020 12:44:32PM
<b>Item / Model / Brand Description</b>	<b>Order</b>	<b>Ship</b>	<b>Price UM</b>	<b>Discount %</b>	<b>Amount</b>
<p>Thank you for your purchase. Our Federal ID Number is 47-5281115. DUNS# 174217919. Checks are processed electronically. Originals will be secured for 30 days then destroyed.</p> <p>If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping.</p> <p>X _____ Date: _____</p>					
<b>Tax Details</b> NCCTTY7.00 \$1773.727			<b>Taxable</b> Total Tax \$1,773.73 Exempt \$0.00 Total \$27,112.68 Paid \$0.00 Balance \$27,112.68 Dep Avail \$0.00		



# Statewide Term Contract 680A – Ammunition & Firearms

Bid Number	201600834		
Contract Name	Ammunition & Firearms		
Effective Dates	August 1, 2016 to July 31, 2021		
Awarded Vendor(s), Contacts, Authorized Distributors & Manufacturer Lines	<p><b>Barnes Precision Machine</b>   <u>Andrew Barnes</u>   (919) 362-6805   (919) 362-5752 Fax <u>Manufacturer Lines:</u> Barnes Precision</p> <p><b>Commonwealth Ammunition, LLC.</b>   <u>Adam Oliver</u>   (302) 300-3700 <u>Manufacturer Lines:</u> Commonwealth</p> <p><b>Craig's Firearm Supply, Inc.</b>   <u>Tony Lardo</u>   (865) 388-6337   (865) 573-0820 Fax <u>Manufacturer Lines:</u> Remington Ammunition &amp; Firearms   Glock</p> <p><b>Dana Safety Supply</b>   <u>James Panter</u>   (336) 897-4055   (888) 375-8347 Fax <u>Manufacturer Lines:</u> Del-Ton   Winchester</p> <p><b>Defender Ammunition Company</b>   <u>Krissy Jones</u>   (910) 479-1177 <u>Manufacturer Lines:</u> Defender</p> <p><b>Gulf States Distributors, Inc.</b>   <u>Tommy Trammell</u>   (800) 223-7869 <u>Manufacturer Lines:</u> Hornady</p> <p><b>Proven Arms &amp; Outfitters</b>   <u>Robbie Haire</u>   (910) 637-0500 <u>Manufacturer Lines:</u> IWI</p> <p><b>Lawmen's Distribution LLC</b>   <u>Ashley Pomerville</u>   (919) 779-6141 <u>Manufacturer Lines:</u> Federal   Smith &amp; Wesson   Speer   Mossberg   Beretta</p> <p><b>SIG SAUER, Inc.</b>   <u>John Sheppard</u>   (804) 908-0649   (603) 610-3012 Fax <u>Authorized Distributors</u> Atlantic Tactical   <u>JD Devine</u>   (717) 774-3339   (717) 774-4463 Fax Dana Safety Supply   <u>Mike Barnwell</u>   (800) 845-0045   (888) 375-8347 Fax Lawmen's Distribution LLC   <u>Greg Plunkett</u>   (919) 779-6141   (919) 662-1573 Fax <u>Manufacturer Line:</u> SIG SAUER Inc.</p>		
Contract Covers	This contract covers ammunition, firearms, firearm parts, accessories & supplies, training & engraving services.		
Mandatory Contract	This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges - unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.		
Additional Ammunition Information	An ammunition core item list of most commonly used ammunition and additional items not included in the core item list can be purchased at the following discounts from the Manufacturer's Suggested Retail Price for the following lines:		
	Manufacturer	Core Discount	Additional Item Discount



Commonwealth		10%
Federal	50%	40%
Speer	50%	40%
Remington	20%	20%
Winchester	50%	48%
Hornady		46%
Defender		1%-28%

#### Additional Firearm Information

Firearms can be purchased at the following discounts from the Manufacturer's Suggested Retail Price for the following lines:

Manufacturer	Discount
Barnes Precision	5.0% - 30.0%
Glock	\$5.00
Del-Ton	10.0%
Remington	28.0%
SIG SAUER	34.0%-39.0%
Smith & Wesson	38.0%
IWI	25.0%-36.61%
Mossberg	20.0%
Beretta	22.3%

Each firearm must have a serial number engraved and easily readable. Each firearm serial number will be 100% traceable per the requirements of the Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) and/or any other applicable law enforcement/regulatory agency. Each invoice will also list the serial number(s) for any firearms ordered.

For NC Community College Basic Law Enforcement Training (NCCCBLET) Academies, BATFE Guidance and the 1968 Gun Control Act require that an eligible college representative complete firearm transfers via 4473 in person on the Federal Firearms Licensee (FFL) site. Firearms cannot be shipped or delivered directly to your sites. Contact Vendor(s) for specific guidance regarding firearm transfer process requirements for NCCCBLET's.

Firearm parts, accessories and supplies can be purchased at the same discount as referenced above.

Training will be coordinated between the ordering agency and the successful Vendor. The ordering agency will contact the Vendor to arrange training as needed. Vendors may need to provide the following training upon request from the ordering agency.

- Basic operator training program to instructor level staff.
- Armor level training, certifying armorers per manufacturer's requirements for certification.
- On-going recertification of the previously trained armorers as per manufacturer's requirements.

All training will be provided by an authorized factory trained manufacturer's representative. Manufacturer will provide all literature and training material required.

Vendor	Manufacturer
Craig's Firearm	Glock
Lawmen's	Smith & Wesson, Mossberg, Beretta
SIG SAUER	SIG SAUER

Engraving services will be provided by:

Vendor	Manufacturer
Barnes Precision Machine	Barnes Precision
Craig's Firearm	Glock (Minimum 100 Guns)
Lawmen's	Smith & Wesson, Mossberg (Per Item); Beretta (Per Line Item)
SIG SAUER	SIG SAUER

Craig's Firearm Supply, Inc. will provide a discount for agency supplied serial numbers for the Glock line. H Squared Inc. dba Quantico Tactical will provide a discount for agency supplied serial numbers for the IWI line.

#### Transportation Charges

The minimum order for free shipping is **three (3) cases of ammunition or one (1) firearm**. The state will be required to use this contract for orders less than the minimum order amount. However, in such cases, the order will be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. **FOB destination** does not include lift-gate or inside delivery. These additional charges will be added as a separate line on the invoice. Vendors must provide an estimated shipping amount upon request.

#### Delivery

Vendors will offer the following delivery schedules after a receipt of an order:

##### **Barnes Precision Machine**

Firearms: 30 Days

##### **Commonwealth Ammunition, LLC.**

Ammunition: 30 Days

##### **Craig's Firearm Supply, Inc.**

Ammunition: 180 Days

Firearms: 60-90 Days

##### **Dana Safety Supply**

Ammunition: 30-45 Days

Firearms: 30-45 Days

##### **Defender Ammunition Company**

Ammunition: 30 Days

##### **Gulf States Distributors, Inc.**

Ammunition: 10-90 Days

##### **Proven Arms & Outfitters**

Firearms: Up to 120 Days

##### **Lawmen's Distribution LLC**

Ammunition: 30-120 Days

	Firearms: 45-120 Days <b>SIG SAUER, Inc.</b> Firearms: 90 Days	
<b>Taxes</b>	Prices do not include North Carolina sales or use tax.	
<b>Loaded into E-Procurement</b>	Loaded. Line item catalogs are loaded in <u>E-Procurement</u> .	
<b>E-Procurement Help Desk</b>	(888) 211-7440	
<b>Contract Administrator</b>	<u>Nicole Mathis</u> – (984) 236-0228	
<b>Contract Addenda</b>	8/19/2016: Added IWI, Mossberg and Bushmaster Firearms	
	9/8/2016: Gulf States Distributors, Inc.'s E-Procurement Catalog Available	
	9/16/2016: Lawmen's Distribution LLC & Craig's Firearm Supply, Inc.'s E-Procurement Catalogs Loaded	
	9/20/2016: Dana Safety Supply & SigSauer Inc.'s E-Procurement Catalogs Loaded	
	10/18/2016: Gulf States Distributors Inc. Catalog Update	
	10/21/2016: Beretta Line Added to Contract	
	1/9/2017: Dana Safety Supply's Catalog Update for Winchester® Product Line Percentage Discount Increases of 39.0% to 50.0% for Core Items & 42.0% to 48.0% for Additional Items	
	2/13/2017: Dana Safety Supply's Catalog Update for Additional Winchester® Products	
	6/5/2017: H Squared Inc. dba Quantico Tactical E-Procurement Catalog Loaded	
	6/8/2017: Defender Ammunition Company Added & E-Procurement Catalog Loaded	
	8/2/2017: Craig's Firearm Supply, Inc.'s Catalog Update	
	8/15/2017: Contract Administrator Change to Steve Hussey	
	9/19/2017: Craig's Firearm Supply, Inc. Catalog Update	
	5/8/2018: Craig's Firearm Supply, Inc. Catalog Update Including New Products	
	7/5/2018: Contract Administrator Change to Grant Braley	
	7/18/2018: Lawmen's Distribution LLC Contact Update to Ashley Pomerville	
	9/6/2018: Dana Safety Supply's & Defender Ammunition Company Catalog Updates	
	11/21/2018: Barnes Precision® Firearms Added to Contract	
	12/5/2018: Barnes Precision® Firearms E-Procurement Catalog Loaded	
	1/10/2019: Gulf States Distributors, Inc. Catalog Update to Add Additional Hornady Products	
	3/4/2019: Dana Safety Supply Catalog Update	

	3/12/2019:	Dana Safety Supply Catalog Update		
	4/9/2019:	Defender Ammunition Company Catalog Update		
	4/29//2019:	Dana Safety Supply Catalog Update		
	7/15/2019:	Craig's Firearm Supply Email Address Update		
	7/22/2019:	Contract Extension to July 31, 2020 and Proven Arms & Outfitters Assume H Squared Inc. dba Quantico Tactical's Contractual Responsibilities		
	8/8/2019:	Commonwealth Ammunition Added to Contract		
	8/16/2019:	Craig's Firearm Supply, Inc.'s Catalog Update		
	9/20/2019:	Proven Arms & Outfitters E-Procurement Catalog Added		
	10/15/2019:	Lawmen's Distribution LLC Catalog Update		
	3/19/2020:	Craig's Firearm Supply, Inc.'s Catalog Update; Bushmaster® Line Discontinued		
	5/21/2020:	Dana Safety Supply Contact Update		
	6/12/2020:	Contract Extended to July 31, 2021; Lawmen's Distribution LLC Catalog Update		
	6/24/2020:	Contract Administrator Change to Nicole Mathis		





07/24/2020 14:36  
SiffordDM

Rowan County

P 1  
rqentpst

REQUISITION

00000032-00 FY 2021

BILL TO

ROWAN COUNTY SHERIFF'S OFFICE -----  
232 NORTH MAIN STREET -----

SALISBURY, NC 28144  
angela.estepp@rowancountync.gov

VENDOR

LAWMENS SAFETY SUPPLY INC  
3319 ANVIL DRIVE

RALEIGH, NC 27603

Tel# 904-485-1806

SHIP TO

ROWAN COUNTY SHERIFF'S OFFICE  
232 NORTH MAIN STREET

SALISBURY, NC 28144  
angela.estepp@rowancountync.gov

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
07/07/20	006728			SHERIFF'S OFFICE	
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Ammunition for 2020-2021 budget year purchased under state contract 680A	1.00	EACH	25338.95000	25,338.95

Ship To  
ROWAN COUNTY SHERIFF'S OFFICE  
232 NORTH MAIN STREET  
SALISBURY, NC 28144

REQ TOTAL

25,338.95

\*\* END OF REPORT - Generated by David Sifford \*\*



**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:** 7/24/2020  
**SUBJECT:** Approval of Purchase Requisition for ZOOM Video Communications

---

Please see attached.

Please approve the attached purchase requisition from the IT Department for ZOOM Video Communications.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Approval of Purchase Requisition for ZOOM Video Communications	7/24/2020	Cover Memo



# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street  
Salisbury, NC 28144  
Phone (704) 216-8170 Fax (704) 216-8110  
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER  
PURCHASE ORDER # 2020-1  
For Finance Dept use only

VENDOR NAME:	Zoom, INC	VENDOR #:	19869
DEPARTMENT:	Information Technology	PREPARED BY:	Toni Wingler
SHIP TO:	130 W. Innes Street, Salisbury NC 28144	DATE:	6/19/2020

DATE REQUIRED: 7/1/2020

Submit with packing slip and invoice

ACCOUNT NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1154112-582025	50	Enterprise Name Host Annual	204.00	10,200.00
1154112-582025	20	Zoom Rooms Annual	424.15	8,483.00
1154120-553005		Zoom Annual Breakout Per Dept.		1,239.00
1154124-553005		Zoom Annual Breakout Per Dept.		152.00
1154125-553005		Zoom Annual Breakout Per Dept.		1,391.00
1154131-553005		Zoom Annual Breakout Per Dept.		455.00
1154134-553005		Zoom Annual Breakout Per Dept.		455.00
1154135-553005		Zoom Annual Breakout Per Dept.		683.00
1154140-553005		Zoom Annual Breakout Per Dept.		1,365.00
1154150-553005		Zoom Annual Breakout Per Dept.		228.00
1154160-553005		Zoom Annual Breakout Per Dept.		2,611.00
1154170-553005		Zoom Annual Breakout Per Dept.		1,239.00
1154180-553005		Zoom Annual Breakout Per Dept.		531.00
1154210-553005		Zoom Annual Breakout Per Dept.		556.00
1154250-553005		Zoom Annual Breakout Per Dept.		379.00
1154330-553005		Zoom Annual Breakout Per Dept.		3,969.00
SUBTOTAL				Continued Pg 2
SHIPPING				-
TOTAL				-

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☐ PHONE ☒ INTERNET

## ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:	VENDOR #:
PHONE #:	PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:	TOTAL QUOTE:

COMMENTS: Phone System Management-See attached quote.

By signing below, I certify there are sufficient funds in the designated account(s) for the purchase.

AUTHORIZED PERSONNEL

DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice.

Rowan County is not sales tax exempt.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

*Robin E. Heidrich*  
Finance Director

*James J. Thompson*  
Purchasing Agent

NOT VALID WITHOUT SIGNATURE

NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE



# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street  
Salisbury, NC 28144  
Phone (704) 216-8170 Fax (704) 216-8110  
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER  
PURCHASE ORDER #    
For Finance Dept use only

VENDOR NAME:	Zoom, INC	VENDOR #:	19869
DEPARTMENT:	Information Technology	PREPARED BY:	Toni Wingler
SHIP TO:	130 W. Innes Street, Salisbury NC 28144	DATE:	6/19/2020

DATE REQUIRED: 7/1/2020

Submit with packing slip and invoice

ACCOUNT NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1154410-553005		Zoom Annual Breakout Per Dept.		4,905.00 ✓
1154420-553005		Zoom Annual Breakout Per Dept.		2,427.00 ✓
1154425-553005		Zoom Annual Breakout Per Dept.		405.00 ✓
1154430-553005		Zoom Annual Breakout Per Dept.		683.00 ✓
1154520-553005		Zoom Annual Breakout Per Dept.		683.00 ✓
1154830-553005		Zoom Annual Breakout Per Dept.		1,163.00 ✓
1154950-553005		Zoom Annual Breakout Per Dept.		860.00 ✓
1155010-553005		Zoom Annual Breakout Per Dept.		152.00 ✓
1155110-553005		Zoom Annual Breakout Per Dept.		7,686.00 ✓
1155185-553005		Zoom Annual Breakout Per Dept.		910.00 ✓
1155310-553005		Zoom Annual Breakout Per Dept.		17,497.00 ✓
1155580-553005		Zoom Annual Breakout Per Dept.		228.00 ✓
1156110-553005		Zoom Annual Breakout Per Dept.		3,186.00 ✓
1156230-553005		Zoom Annual Breakout Per Dept.		2,124.00 ✓
1156410-553005		Zoom Annual Breakout Per Dept.		1,138.00 ✓
5156000-553005		Zoom Annual Breakout Per Dept.		76.00 ✓
6154710-553005		Zoom Annual Breakout Per Dept.		228.00 ✓
6354560-553005		Zoom Annual Breakout Per Dept.		632.00 ✓
SUBTOTAL				44,983.00
Page 1 totals				33,936.00
TOTAL				78,919.00

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☐ PHONE ☒ INTERNET

## ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:	VENDOR #:
PHONE #:	PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:	TOTAL QUOTE:

COMMENTS: Phone System Management-See attached quote.

By signing below, I certify there are sufficient funds in the designated account(s) for the purchase

AUTHORIZED PERSONNEL

DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice. Rowan County is not sales tax exempt.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director  
NOT VALID WITHOUT SIGNATURE

Purchasing Agent  
NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE





Order Form Number: Q597578  
Valid Until: 07/15/2020

Zoom Video Communications Inc. ("Zoom")  
55 Almaden Blvd, 6<sup>th</sup> Floor  
San Jose, CA  
Email: [mike.mcintyre@zoom.us](mailto:mike.mcintyre@zoom.us)

<b>Billed To</b>  Customer: Rowan County Contact Name: Randy Cress 130 West Innes Street Salisbury, North Carolina 28144, United States Email Address: <a href="mailto:randy.cress@rowancountync.gov">randy.cress@rowancountync.gov</a> Phone: (704) 216-8116	<b>Delivered To</b>  Customer: Rowan County Contact Name: Randy Cress 130 West Innes Street Salisbury, North Carolina 28144, United States Email Address: <a href="mailto:randy.cress@rowancountync.gov">randy.cress@rowancountync.gov</a> Phone: (704) 216-8116
Auto Renew: No Initial Paid Subscription Term: 12 Month Paid Period Start Date: 07/01/2020	Billing Method: Email Currency: USD Payment Method: Other Payment Term: Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms and Conditions found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern). Information regarding Zoom's support services can be found at <http://support.zoom.us>.

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Enterprise Named Host Annual	Annual	50	USD 204.00	USD 10,200.00
Audio Conferencing Pay as you go	Month	1	USD 0.00	USD 0.00
Audio Conferencing Pay As You Go - overage fee (All overages for audio billed at contracted rates.)	Month		NA	USD
Zoom Phone Monthly Usage - overage fee	Month	NA	NA	NA
Zoom Phone Pay As You Go	Month	1	USD 0.00	USD 0.00
Zoom Phone US/Canada Unlimited Calling Named User Annual	Annual	386	USD 156.00	USD 60,216.00
Dedicated Dial-in Number	Month	2	USD 10.00	USD 20.00
Zoom Rooms Annual	Annual	20	USD 424.15	USD 8,483.00

(Before Taxes)

Monthly Payment:  
Annual Payment:USD 20.00  
USD 78,899.00

## Payment Schedule Summary (Before Taxes)

First Payment: USD 78,919.00

Monthly Recurring Payment: USD 20.00 (Starting from the Second Month)

## Other Terms &amp; Notes

**Named Host** - means any licensed host who may host an unlimited number of meetings, one meeting at a time, during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 500 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

**Enterprise Named Host Plan** includes 500 meeting capacity and webinar 500 attendee capacity for all named users.

**Zoom Phone Calling Plans**

- Zoom Phone Australia / New Zealand is the calling plan for the following countries: Australia and New Zealand
- Zoom Phone Europe Zone A is the calling plan for the following countries: Austria, Denmark, France, Germany, Italy, Portugal, Spain and Sweden
- Zoom Phone Europe Zone B is the calling plan for the following countries: Switzerland, Netherlands and Belgium
- Zoom Phone UK / Ireland is the calling plan for the following countries: United Kingdom and Ireland
- Zoom Phone US / Canada is the calling plan for the following countries: United States and Canada

**Fees** - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

State and/or local taxes may apply to Zoom and Zoom Phone services. Regulatory telecommunications fees, such as USF, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

Professional Services, if purchased, will be presented in a separate Order Form.

## Zoom Global Telephone Coverage and Rates

Audio Table Format: Country | Landline Rate | Mobile Rate | Enabled Status

Y means audio for country is Enabled upon provisioning

N means audio for country is Not Enabled upon provisioning

Toll-Free				Premium				Callout			
Country	Landline Rate	Mobile Rate	Enabled Status	Country	Landline Rate	Mobile Rate	Enabled Status	Country	Landline Rate	Mobile Rate	Enabled Status
Anguilla	1.0482 \$	1.0482 \$	Y	Algeria	0.5396 \$	0.5396 \$	Y	Algeria	0.334 \$	1.67 \$	Y
Antigua and Barbuda	1.0482 \$	1.0482 \$	Y	Angola	0.1296 \$	0.1296 \$	Y	American Samoa	0.005 \$	0.005 \$	Y
Argentina	0.4108 \$	0.4108 \$	Y	Cayman Islands	0.1944 \$	0.1944 \$	Y	Angola	0.346 \$	0.347 \$	Y
Australia	0.1278 \$	0.1278 \$	Y	China	0.0633 \$	0.0633 \$	Y	Anguilla	0.456 \$	0.456 \$	Y
Austria	0.2003 \$	0.8651 \$	Y	Costa Rica	0.0541 \$	0.0541 \$	Y	Antigua and Barbuda	0.456 \$	0.456 \$	Y
Bahamas	0.7296 \$	0.7296 \$	Y	Hong Kong	0.0475 \$	0.0475 \$	Y	Argentina	0.146 \$	1.111 \$	Y
Bahrain	0.2003 \$	0.2003 \$	Y	India	0.0863 \$	0.0863 \$	Y	Australia	0.087 \$	0.354 \$	Y
Barbados	1.0482 \$	1.0482 \$	Y	Indonesia	0.1079 \$	0.1079 \$	Y	Austria	0.077 \$	0.143 \$	Y
Belgium	0.0856 \$	1.7932 \$	Y	Jamaica	0.0541 \$	0.0541 \$	Y	Bahamas	0.355 \$	0.355 \$	Y
Bermuda	1.8224 \$	1.8224 \$	Y	Kazakhstan	0.3453 \$	0.3453 \$	Y	Bahrain	0.208 \$	0.366 \$	Y
Bolivia	1.1391 \$	1.1391 \$	Y	Kuwait	0.1296 \$	0.1296 \$	Y	Bangladesh	0.212 \$	0.196 \$	Y
Bosnia and Herzegovina	1.2757 \$	1.2757 \$	Y	Macau	0.2916 \$	0.2916 \$	Y	Barbados	0.476 \$	0.476 \$	Y
Botswana	1.7495 \$	1.7495 \$	Y	Morocco	0.4101 \$	0.4101 \$	Y	Belgium	0.112 \$	0.113 \$	Y
Brazil	0.266 \$	0.957 \$	Y	Namibia	0.1509 \$	0.1509 \$	Y	Belize	1.2287 \$	1.2287 \$	Y
British Virgin Islands	1.0482 \$	1.0482 \$	Y	Nigeria	0.0648 \$	0.0648 \$	Y	Bermuda	0.456 \$	0.456 \$	Y
Brunei	1.6855 \$	1.6855 \$	Y	Pakistan	0.2916 \$	0.2916 \$	Y	Bolivia	0.521 \$	0.916 \$	Y
Bulgaria	0.7028 \$	0.7028 \$	Y	Philippines	0.4968 \$	0.4968 \$	Y	Bosnia and Herzegovina	0.629 \$	1.633 \$	Y
Cambodia	3.6111 \$	3.6111 \$	Y	Sri Lanka	0.4081 \$	0.4081 \$	Y	Botswana	0.278 \$	1.005 \$	Y
Canada	0.0467 \$	0.0467 \$	Y	Taiwan	0.1296 \$	0.1296 \$	Y	Brazil	0.111 \$	0.831 \$	Y
Cayman Islands	0.957 \$	0.957 \$	Y	Thailand	0.1296 \$	0.1296 \$	Y	British Virgin Islands	0.319 \$	0.319 \$	Y
Chile	1.0847 \$	1.0847 \$	Y	Trinidad and Tobago	0.4533 \$	0.4533 \$	Y	Brunei	0.1922 \$	0.2156 \$	Y
China	0.3337 \$	0.3337 \$	Y	Tunisia	1.2953 \$	1.2953 \$	Y	Bulgaria	0.109 \$	1.056 \$	Y
Colombia	0.6385 \$	0.6385 \$	Y	Uganda	0.2052 \$	0.2052 \$	Y	Cambodia	0.354 \$	0.354 \$	Y
Costa Rica	0.957 \$	0.957 \$	Y	Vietnam	0.259 \$	0.259 \$	Y	Canada	0.054 \$	0.054 \$	Y
Croatia	0.1684 \$	0.9054 \$	Y	Zimbabwe	0.4749 \$	0.4749 \$	Y	Cayman Islands	0.262 \$	0.262 \$	Y
Cyprus	0.0665 \$	0.1134 \$	Y					Chile	0.146 \$	0.901 \$	Y
Czech Republic	0.1096 \$	0.1096 \$	Y					China	0.084 \$	0.084 \$	Y
Denmark	0.0588 \$	1.6691 \$	Y								

Dominica | 1.0482 \$ | 1.0482 \$ | Y  
 Dominican Republic | 0.8935 \$ | 0.8935 \$ | Y  
 Ecuador | 1.4124 \$ | 1.4124 \$ | Y  
 Egypt | 2.186 \$ | 2.186 \$ | Y  
 Estonia | 0.2284 \$ | 1.8673 \$ | Y  
 Fiji | 3.0515 \$ | 3.0515 \$ | Y  
 Finland | 0.256 \$ | 0.5858 \$ | Y  
 France | 0.089 \$ | 0.2516 \$ | Y  
 Georgia | 0.2746 \$ | 0.2746 \$ | Y  
 Germany | 0.0421 \$ | 0.5108 \$ | Y  
 Ghana | 0.7296 \$ | 0.7296 \$ | Y  
 Greece | 0.061 \$ | 2.2268 \$ | Y  
 Grenada | 1.0482 \$ | 1.0482 \$ | Y  
 Guam | 0.7752 \$ | 0.7752 \$ | Y  
 Guatemala | 1.5945 \$ | 1.5945 \$ | Y  
 Honduras | 1.2757 \$ | 1.2757 \$ | Y  
 Hong Kong | 0.1698 \$ | 0.1698 \$ | Y  
 Hungary | 0.1096 \$ | 0.3431 \$ | Y  
 Iceland | 0.3198 \$ | 0.3198 \$ | Y  
 India | 0.4108 \$ | 0.4108 \$ | Y  
 Indonesia | 1.1391 \$ | 1.1391 \$ | Y  
 Ireland | 0.1242 \$ | 2.9481 \$ | Y  
 Israel | 0.1273 \$ | 0.1273 \$ | Y  
 Italy | 0.1506 \$ | 0.7935 \$ | Y  
 Jamaica | 2.7324 \$ | 2.7324 \$ | Y  
 Japan | 0.4041 \$ | 1.7309 \$ | Y  
 Jordan | 1.4578 \$ | 2.0501 \$ | Y  
 Kazakhstan | 1.3667 \$ | 1.3667 \$ | Y  
 Kenya | 0.8208 \$ | 0.8208 \$ | Y  
 Latvia | 0.716 \$ | 0.716 \$ | Y  
 Lithuania | 0.4926 \$ | 0.4926 \$ | Y  
 Luxembourg | 0.1475 \$ | 0.6918 \$ | Y  
 Macau | 1.3667 \$ | 1.3667 \$ | Y  
 Macedonia [FYROM] | 1.0027 \$ | 2.0501 \$ | Y  
 Malaysia | 0.5929 \$ | 0.5929 \$ | Y  
 Malta | 0.4475 \$ | 0.4475 \$ | Y  
 Mauritius | 1.3667 \$ | 1.3667 \$ | Y  
 Mexico | 0.1337 \$ | 0.1337 \$ | Y  
 Monaco | 0.1478 \$ | 0.1478 \$ | Y  
 Montserrat | 1.0482 \$ | 1.0482 \$ | Y  
 Morocco | 2.7324 \$ | 2.7324 \$ | Y  
 Nepal | 1.1846 \$ | 1.1846 \$ | Y  
 Netherlands | 0.3431 \$ | 1.1391 \$ | Y  
 New Zealand | 0.1333 \$ | 0.5991 \$ | Y  
 Nicaragua | 1.9586 \$ | 2.8697 \$ | Y  
 Nigeria | 2.0953 \$ | 2.0953 \$ | Y  
 Northern Mariana Islands | 0.2284 \$ | 0.2284 \$ | Y  
 Norway | 0.1177 \$ | 0.1177 \$ | Y  
 Oman | 1.9586 \$ | 1.9586 \$ | Y  
 Panama | 0.1118 \$ | 0.1118 \$ | Y  
 Paraguay | 1.1846 \$ | 1.1846 \$ | Y  
 Peru | 1.2757 \$ | 1.2757 \$ | Y  
 Philippines | 0.8431 \$ | 1.1391 \$ | Y  
 Poland | 0.5019 \$ | 0.5019 \$ | Y  
 Portugal | 0.1526 \$ | 0.7245 \$ | Y  
 Puerto Rico | 0.1891 \$ | 0.1891 \$ | Y  
 Qatar | 1.0847 \$ | 1.0847 \$ | Y  
 Romania | 0.2383 \$ | 0.5247 \$ | Y  
 Russia | 0.5475 \$ | 0.5475 \$ | Y  
 Saint Kitts and Nevis | 1.0482 \$ | 1.0482 \$ | Y  
 Saudi Arabia | 0.957 \$ | 0.957 \$ | Y  
 Serbia | 2.0953 \$ | 2.0953 \$ | Y  
 Singapore | 0.1563 \$ | 0.1563 \$ | Y  
 Slovakia | 0.4886 \$ | 1.5218 \$ | Y  
 Slovenia | 0.2595 \$ | 0.6648 \$ | Y  
 South Africa | 0.3198 \$ | 0.3198 \$ | Y  
 South Korea | 0.1447 \$ | 0.1447 \$ | Y  
 Spain | 0.0915 \$ | 1.2576 \$ | Y  
 Sri Lanka | 1.2757 \$ | 1.2757 \$ | Y  
 Sweden | 0.0607 \$ | 0.3736 \$ | Y  
 Switzerland | 0.4269 \$ | 2.1273 \$ | Y  
 Taiwan | 0.2746 \$ | 0.5929 \$ | Y  
 Tanzania | 1.3214 \$ | 1.3214 \$ | Y  
 Thailand | 1.3214 \$ | 1.3214 \$ | Y  
 Trinidad and Tobago | 0.5475 \$ | 0.5475 \$ | Y  
 Turkey | 0.1242 \$ | 0.1242 \$ | Y  
 Turks and Caicos Islands | 1.0482 \$ | 1.0482 \$ | Y  
 Uganda | 0.7752 \$ | 0.7752 \$ | Y  
 Ukraine | 1.0482 \$ | 1.0482 \$ | Y  
 United Arab Emirates | 0.9119 \$ | 0.9119 \$ | Y

Colombia | 0.191 \$ | 0.191 \$ | Y  
 Costa Rica | 0.107 \$ | 0.272 \$ | Y  
 Croatia | 0.12 \$ | 1.43 \$ | Y  
 Cyprus | 0.089 \$ | 0.358 \$ | Y  
 Czech Republic | 0.151 \$ | 0.139 \$ | Y  
 Denmark | 0.059 \$ | 0.178 \$ | Y  
 Dominica | 0.456 \$ | 0.456 \$ | Y  
 Dominican Republic | 0.098 \$ | 0.098 \$ | Y  
 Ecuador | 0.514 \$ | 0.957 \$ | Y  
 Egypt | 0.424 \$ | 0.601 \$ | Y  
 El Salvador | 0.629 \$ | 1.005 \$ | Y  
 Equatorial Guinea | 2.2411 \$ | 2.2411 \$ | Y  
 Estonia | 0.934 \$ | 0.935 \$ | Y  
 Fiji | 0.85 \$ | 0.85 \$ | Y  
 Finland | 0.282 \$ | 0.84 \$ | Y  
 France | 0.043 \$ | 0.196 \$ | Y  
 Georgia | 0.321 \$ | 0.644 \$ | Y  
 Germany | 0.084 \$ | 0.206 \$ | Y  
 Ghana | 1.157 \$ | 1.157 \$ | Y  
 Greece | 0.084 \$ | 0.144 \$ | Y  
 Grenada | 0.456 \$ | 0.456 \$ | Y  
 Guam | 0.005 \$ | 0.005 \$ | Y  
 Guatemala | 0.502 \$ | 0.67 \$ | Y  
 Honduras | 0.523 \$ | 0.72 \$ | Y  
 Hong Kong | 0.075 \$ | 0.18 \$ | Y  
 Hungary | 0.081 \$ | 0.242 \$ | Y  
 Iceland | 0.096 \$ | 0.309 \$ | Y  
 India | 0.132 \$ | 0.104 \$ | Y  
 Indonesia | 0.204 \$ | 0.359 \$ | Y  
 Ireland | 0.063 \$ | 0.395 \$ | Y  
 Israel | 0.339 \$ | 0.301 \$ | Y  
 Italy | 0.052 \$ | 0.216 \$ | Y  
 Jamaica | 0.341 \$ | 0.341 \$ | Y  
 Japan | 0.162 \$ | 0.42 \$ | Y  
 Jordan | 0.489 \$ | 0.796 \$ | Y  
 Kazakhstan | 0.087 \$ | 0.439 \$ | Y  
 Kenya | 0.626 \$ | 0.646 \$ | Y  
 Kuwait | 0.457 \$ | 0.457 \$ | Y  
 Latvia | 0.414 \$ | 1.456 \$ | Y  
 Lithuania | 0.639 \$ | 1.671 \$ | Y  
 Luxembourg | 0.109 \$ | 0.773 \$ | Y  
 Macau | 0.388 \$ | 0.388 \$ | Y  
 Macedonia [FYROM] | 0.67 \$ | 1.676 \$ | Y  
 Malaysia | 0.069 \$ | 0.116 \$ | Y  
 Maldives | 4.758 \$ | 4.758 \$ | Y  
 Malta | 0.10 \$ | 0.24 \$ | Y  
 Mauritius | 0.407 \$ | 0.411 \$ | Y  
 Mexico | 0.069 \$ | 0.23 \$ | Y  
 Monaco | 0.294 \$ | 1.592 \$ | Y  
 Montserrat | 1.091 \$ | 1.091 \$ | Y  
 Morocco | 0.084 \$ | 1.676 \$ | Y  
 Nepal | 0.49 \$ | 0.49 \$ | Y  
 Netherlands | 0.062 \$ | 0.278 \$ | Y  
 New Zealand | 0.068 \$ | 0.247 \$ | Y  
 Nigeria | 0.315 \$ | 0.315 \$ | Y  
 Norway | 0.064 \$ | 0.199 \$ | Y  
 Oman | 0.544 \$ | 1.267 \$ | Y  
 Pakistan | 0.557 \$ | 0.424 \$ | Y  
 Panama | 0.18 \$ | 0.66 \$ | Y  
 Paraguay | 0.18 \$ | 0.601 \$ | Y  
 Peru | 0.107 \$ | 0.415 \$ | Y  
 Philippines | 0.51 \$ | 0.774 \$ | Y  
 Poland | 0.077 \$ | 0.294 \$ | Y  
 Portugal | 0.068 \$ | 0.143 \$ | Y  
 Puerto Rico | 0.043 \$ | 0.043 \$ | Y  
 Qatar | 0.738 \$ | 0.919 \$ | Y  
 Romania | 0.112 \$ | 0.312 \$ | Y  
 Russia | 0.146 \$ | 0.752 \$ | Y  
 Rwanda | 1.466 \$ | 1.432 \$ | Y  
 Saint Kitts and Nevis | 0.683 \$ | 0.683 \$ | Y  
 Saint Lucia | 0.456 \$ | 0.456 \$ | Y  
 Saint Vincent and the Grenadines | 0.456 \$ | 0.456 \$ | Y  
 Saudi Arabia | 0.592 \$ | 0.727 \$ | Y  
 Singapore | 0.063 \$ | 0.063 \$ | Y  
 Sint Maarten | 0.456 \$ | 0.456 \$ | Y  
 Slovakia | 0.093 \$ | 0.676 \$ | Y  
 Slovenia | 0.121 \$ | 0.339 \$ | Y  
 South Africa | 0.101 \$ | 0.258 \$ | Y  
 South Korea | 0.096 \$ | 0.132 \$ | Y  
 Spain | 0.071 \$ | 0.235 \$ | Y  
 Sri Lanka | 0.607 \$ | 0.607 \$ | Y

United Kingdom | 0.0856 \$ | 0.1696 \$ | Y  
 United States | 0.074 \$ | 0.074 \$ | Y  
 Uruguay | 1.2303 \$ | 1.2303 \$ | Y  
 Uzbekistan | 5.5142 \$ | 5.5142 \$ | Y  
 Venezuela | 1.1801 \$ | 1.1801 \$ | Y  
 Vietnam | 1.0829 \$ | 1.0829 \$ | Y

Sweden | 0.071 \$ | 0.129 \$ | Y  
 Switzerland | 0.348 \$ | 0.49 \$ | Y  
 Taiwan | 0.101 \$ | 0.523 \$ | Y  
 Tanzania | 1.382 \$ | 1.341 \$ | Y  
 Thailand | 0.158 \$ | 0.158 \$ | Y  
 Trinidad and Tobago | 0.319 \$ | 0.319 \$ | Y  
 Turkey | 0.224 \$ | 0.769 \$ | Y  
 Turks and Caicos Islands | 0.401 \$ | 0.401 \$ | Y  
 U.S. Virgin Islands | 0.081 \$ | 0.081 \$ | Y  
 Uganda | 1.531 \$ | 1.531 \$ | Y  
 Ukraine | 0.546 \$ | 1.179 \$ | Y  
 United Arab Emirates | 1.087 \$ | 1.087 \$ | Y  
 United Kingdom | 0.059 \$ | 0.132 \$ | Y  
 United States | 0.043 \$ | 0.043 \$ | Y  
 Uruguay | 0.417 \$ | 1.875 \$ | Y  
 Uzbekistan | 0.339 \$ | 0.782 \$ | Y  
 Venezuela | 0.052 \$ | 0.167 \$ | Y  
 Vietnam | 0.395 \$ | 0.395 \$ | Y

### Zoom Phone Rates

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status

Y means Zoom Phone for country is Enabled upon provisioning

N means Zoom Phone for country is Not Enabled upon provisioning

Toll-Free				Callout			
Country	Landline Rate	Mobile Rate	Enabled Status	Country	Landline Rate	Mobile Rate	Enabled Status
AUSTRALIA	0.0446 \$	0.0482 \$	Y	AFGHANISTAN	0.3124 \$	0.3766 \$	Y
CANADA	0.0376 \$	0.0376 \$	Y	ALBANIA	0.2534 \$	0.7026 \$	Y
IRELAND	0.1307 \$	0.8823 \$	Y	ALGERIA	0.3773 \$	2.1167 \$	Y
NEW ZEALAND	0.0629 \$	0.4557 \$	Y	AMERICAN SAMOA	0.3267 \$	0.3267 \$	Y
UNITED KINGDOM	0.0376 \$	0.0376 \$	Y	ANDORRA	0.1589 \$	0.348 \$	Y
UNITED STATES OF AMERICA	0.0376 \$	0.0376 \$	Y	ANGOLA	0.6882 \$	0.5871 \$	Y
				ANGUILLA	1.0442 \$	1.0442 \$	Y
				ANTIGUA AND BARBUDA	1.0218 \$	1.0486 \$	Y
				ARGENTINA	0.1156 \$	0.5623 \$	Y
				ARMENIA	0.3098 \$	0.3455 \$	Y
				ARUBA	0.1557 \$	0.3294 \$	Y
				ASCENSION ISLAND	1.8943 \$	1.065 \$	Y
				AUSTRALIA	0.0443 \$	0.182 \$	Y
				AUSTRIA	0.0501 \$	0.23 \$	Y
				AZERBAIJAN	0.434 \$	0.5256 \$	Y
				BAHAMAS	0.6278 \$	0.6278 \$	Y
				BAHRAIN	0.4356 \$	0.5154 \$	Y
				BANGLADESH	0.1703 \$	0.1697 \$	Y
				BARBADOS	0.972 \$	1.0238 \$	Y
				BELARUS	0.6629 \$	0.6641 \$	Y
				BELGIUM	0.308 \$	0.5272 \$	Y
				BELIZE	1.533 \$	1.533 \$	Y
				BENIN	0.602 \$	0.5223 \$	Y
				BERMUDA	0.3216 \$	0.3216 \$	Y
				BHUTAN	0.1257 \$	0.1025 \$	Y
				BOLIVIA (PLURINATIONAL STATE OF)	0.5155 \$	0.8003 \$	Y
				BOSNIA AND HERZEGOVINA	0.6177 \$	1.313 \$	Y
				BOTSWANA	0.436 \$	0.9398 \$	Y
				BRAZIL	0.0524 \$	0.2582 \$	Y
				BRUNEI DARUSSALAM	0.1424 \$	0.0558 \$	Y
				BULGARIA	0.1186 \$	0.8406 \$	Y
				BURKINA FASO	0.5944 \$	0.6532 \$	Y
				BURUNDI	0.788 \$	0.8907 \$	Y
				CABO VERDE	0.5317 \$	0.3612 \$	Y
				CAMBODIA	0.3497 \$	0.3497 \$	Y
				CAMEROON	0.4107 \$	0.5179 \$	Y
				CANADA	0.0355 \$	0.0355 \$	Y
				CAYMAN ISLANDS	0.7259 \$	0.4934 \$	Y
				CENTRAL AFRICAN REPUBLIC	1.0972 \$	0.8121 \$	Y
				CHAD	0.83 \$	0.8565 \$	Y
				CHILE	0.1132 \$	0.5309 \$	Y
				CHINA	0.0395 \$	0.0395 \$	Y
				COLOMBIA	0.117 \$	0.1003 \$	Y
				COMOROS	0.6617 \$	0.7148 \$	Y
				CONGO, DEMOCRATIC REPUBLIC OF THE	0.867 \$	0.7109 \$	Y
				COOK ISLANDS	1.5994 \$	1.3205 \$	Y
				COSTA RICA	0.1231 \$	0.3139 \$	Y
				COTE D'IVOIRE	0.67 \$	0.7129 \$	Y
				CROATIA	0.458 \$	1.251 \$	Y
				CYPRUS	0.0953 \$	0.2861 \$	Y

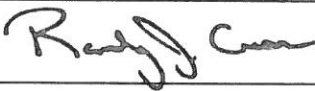
CZECHIA | 0.113 \$ | 0.2348 \$ | Y  
 DENMARK | 0.0327 \$ | 0.1404 \$ | Y  
 DIEGO GARCIA | 0.435 \$ | 0.435 \$ | Y  
 DJIBOUTI | 0.7215 \$ | 0.5718 \$ | Y  
 DOMINICA | 1.0227 \$ | 0.7727 \$ | Y  
 DOMINICAN REPUBLIC | 0.1716 \$ | 0.3824 \$ | Y  
 ECUADOR | 0.5392 \$ | 0.7572 \$ | Y  
 EGYPT | 0.4326 \$ | 0.6226 \$ | Y  
 EL SALVADOR | 0.8294 \$ | 0.6228 \$ | Y  
 EQUATORIAL GUINEA | 2.7398 \$ | 2.7398 \$ | Y  
 ERITREA | 0.7029 \$ | 0.4078 \$ | Y  
 ESTONIA | 2.1381 \$ | 2.0891 \$ | Y  
 ESWATINI | 0.2293 \$ | 0.2666 \$ | Y  
 ETHIOPIA | 0.4027 \$ | 0.3803 \$ | Y  
 FALKLAND ISLANDS (MALVINAS) | 1.9702 \$ | 1.9702 \$ | Y  
 FAROE ISLANDS | 0.1524 \$ | 0.0288 \$ | Y  
 FIJI | 1.5038 \$ | 0.7631 \$ | Y  
 FINLAND | 0.8584 \$ | 0.864 \$ | Y  
 FRANCE | 0.0329 \$ | 0.126 \$ | Y  
 FRENCH GUIANA | 0.2043 \$ | 0.1204 \$ | Y  
 FRENCH POLYNESIA | 0.411 \$ | 0.5337 \$ | Y  
 FRENCH SOUTHERN TERRITORIES | 0.023 \$ | 0.1601 \$ | Y  
 GABON | 0.6246 \$ | 0.6921 \$ | Y  
 GAMBIA | 0.6642 \$ | 0.801 \$ | Y  
 GEORGIA | 0.8426 \$ | 1.1833 \$ | Y  
 GERMANY | 0.0353 \$ | 0.1434 \$ | Y  
 GHANA | 1.1366 \$ | 1.1366 \$ | Y  
 GIBRALTAR | 0.2334 \$ | 0.9396 \$ | Y  
 GREECE | 0.0911 \$ | 0.3357 \$ | Y  
 GREENLAND | 1.125 \$ | 0.3228 \$ | Y  
 GRENADA | 1.0196 \$ | 1.2758 \$ | Y  
 GUADELOUPE | 0.0265 \$ | 0.1017 \$ | Y  
 GUAM | 0.0409 \$ | 0.0409 \$ | Y  
 GUATEMALA | 0.625 \$ | 0.7812 \$ | Y  
 GUERNSEY | 0.0233 \$ | 0.0682 \$ | Y  
 GUINEA | 1.1618 \$ | 0.9137 \$ | Y  
 GUINEA-BISSAU | 0.8951 \$ | 0.9941 \$ | Y  
 GUYANA | 0.333 \$ | 0.3282 \$ | Y  
 HAITI | 0.3532 \$ | 0.4437 \$ | Y  
 HONDURAS | 0.1846 \$ | 0.2305 \$ | Y  
 HONG KONG SAR | 0.0863 \$ | 0.1333 \$ | Y  
 HUNGARY | 0.1209 \$ | 0.2156 \$ | Y  
 ICELAND | 0.2305 \$ | 0.1054 \$ | Y  
 INDIA | 0.0915 \$ | 0.0837 \$ | Y  
 INDONESIA | 0.1486 \$ | 0.2407 \$ | Y  
 IRAQ | 0.2409 \$ | 0.2955 \$ | Y  
 IRELAND | 0.0256 \$ | 0.1784 \$ | Y  
 ISLE OF MAN | 0.0233 \$ | 0.0682 \$ | Y  
 ISRAEL | 0.0639 \$ | 0.1161 \$ | Y  
 ITALY | 0.0338 \$ | 0.2172 \$ | Y  
 JAMAICA | 1.0442 \$ | 1.0442 \$ | Y  
 JAPAN | 0.0601 \$ | 0.137 \$ | Y  
 JERSEY | 0.0233 \$ | 0.0682 \$ | Y  
 JORDAN | 0.6552 \$ | 0.8567 \$ | Y  
 KAZAKHSTAN | 0.3587 \$ | 0.6853 \$ | Y  
 KENYA | 0.9342 \$ | 0.7235 \$ | Y  
 KIRIBATI | 1.9284 \$ | 2.1749 \$ | Y  
 KOREA, REPUBLIC OF | 0.1029 \$ | 0.1029 \$ | Y  
 KUWAIT | 0.3625 \$ | 0.3625 \$ | Y  
 KYRGYZSTAN | 0.2141 \$ | 0.3367 \$ | Y  
 LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 \$ | 0.1503 \$ | Y  
 LATVIA | 2.1202 \$ | 2.4842 \$ | Y  
 LEBANON | 0.1964 \$ | 0.2401 \$ | Y  
 LESOTHO | 0.7845 \$ | 1.153 \$ | Y  
 LIBERIA | 0.7744 \$ | 0.7668 \$ | Y  
 LIBYA | 0.6169 \$ | 0.4497 \$ | Y  
 LIECHTENSTEIN | 0.4236 \$ | 0.213 \$ | Y  
 LITHUANIA | 1.8394 \$ | 1.479 \$ | Y  
 LUXEMBOURG | 0.3562 \$ | 0.3832 \$ | Y  
 MACAU SAR | 0.4726 \$ | 0.4726 \$ | Y  
 MADAGASCAR | 1.0043 \$ | 1.0901 \$ | Y  
 MALAWI | 0.7964 \$ | 0.677 \$ | Y  
 MALAYSIA | 0.1001 \$ | 0.0918 \$ | Y  
 MALDIVES | 5.702 \$ | 5.702 \$ | Y  
 MALI | 0.5561 \$ | 0.6258 \$ | Y  
 MALTA | 0.3331 \$ | 0.6612 \$ | Y  
 MARSHALL ISLANDS | 0.4046 \$ | 0.4046 \$ | Y  
 MARTINIQUE | 0.0465 \$ | 0.1033 \$ | Y  
 MAURITANIA | 0.8688 \$ | 1.0065 \$ | Y  
 MAURITIUS | 0.717 \$ | 0.6363 \$ | Y  
 MAYOTTE | 0.2471 \$ | 0.4199 \$ | Y



MEXICO | 0.0501 \$ | 0.1711 \$ | Y  
 MICRONESIA (FEDERATED STATES OF) | 0.8686 \$ | 0.8308 \$ | Y  
 MOLDOVA, REPUBLIC OF | 0.4672 \$ | 0.4992 \$ | Y  
 MONACO | 0.8023 \$ | 2.1247 \$ | Y  
 MONGOLIA | 0.0699 \$ | 0.05 \$ | Y  
 MONTENEGRO | 0.3536 \$ | 0.8558 \$ | Y  
 MONTserrat | 1.2006 \$ | 1.2006 \$ | Y  
 MOROCCO | 0.5183 \$ | 2.132 \$ | Y  
 MOZAMBIQUE | 0.2722 \$ | 0.4588 \$ | Y  
 MYANMAR | 0.2574 \$ | 0.355 \$ | Y  
 NAMIBIA | 0.2139 \$ | 0.1839 \$ | Y  
 NAURU | 1.8562 \$ | 2.026 \$ | Y  
 NEPAL | 0.5329 \$ | 0.5329 \$ | Y  
 NETHERLANDS | 0.0913 \$ | 0.4453 \$ | Y  
 NETHERLANDS ANTILLES | 0.1956 \$ | 0.15 \$ | Y  
 NEW CALEDONIA | 0.975 \$ | 0.4491 \$ | Y  
 NEW ZEALAND | 0.0567 \$ | 0.2556 \$ | Y  
 NICARAGUA | 0.1902 \$ | 0.3507 \$ | Y  
 NIGER | 0.7102 \$ | 0.5895 \$ | Y  
 NIGERIA | 0.6428 \$ | 0.6428 \$ | Y  
 NIUE | 1.7966 \$ | 1.3181 \$ | Y  
 NORFOLK ISLAND | 2.1209 \$ | 1.065 \$ | Y  
 NORTH MACEDONIA | 0.6601 \$ | 1.5052 \$ | Y  
 NORTHERN MARIANA ISLANDS | 0.0343 \$ | 0.0343 \$ | Y  
 NORWAY | 0.0338 \$ | 0.1522 \$ | Y  
 OMAN | 0.5335 \$ | 1.1352 \$ | Y  
 PAKISTAN | 0.5737 \$ | 0.5737 \$ | Y  
 PALAU | 0.4532 \$ | 0.4417 \$ | Y  
 PALESTINE, STATE OF | 0.2667 \$ | 0.3118 \$ | Y  
 PANAMA | 0.0485 \$ | 0.994 \$ | Y  
 PAPUA NEW GUINEA | 0.9428 \$ | 1.3329 \$ | Y  
 PARAGUAY | 0.1531 \$ | 0.2971 \$ | Y  
 PERU | 0.0487 \$ | 0.1476 \$ | Y  
 PHILIPPINES | 0.5808 \$ | 0.7074 \$ | Y  
 POLAND | 0.137 \$ | 0.3728 \$ | Y  
 PORTUGAL | 0.026 \$ | 0.1545 \$ | Y  
 PUERTO RICO | 0.0242 \$ | 0.0242 \$ | Y  
 QATAR | 0.8432 \$ | 0.8784 \$ | Y  
 ROMANIA | 0.0812 \$ | 0.2815 \$ | Y  
 RUSSIAN FEDERATION | 0.1054 \$ | 0.8892 \$ | Y  
 RWANDA | 1.103 \$ | 1.2498 \$ | Y  
 SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA | 2.4267 \$ | 2.3385 \$ | Y  
 SAINT KITTS AND NEVIS | 0.9292 \$ | 0.9292 \$ | Y  
 SAINT LUCIA | 0.9581 \$ | 0.5276 \$ | Y  
 SAINT PIERRE AND MIQUELON | 0.5816 \$ | 0.5816 \$ | Y  
 SAINT VINCENT AND THE GRENADINES | 0.9717 \$ | 0.5279 \$ | Y  
 SAMOA | 0.3329 \$ | 0.9589 \$ | Y  
 SAN MARINO | 0.8929 \$ | 0.3148 \$ | Y  
 SAO TOME AND PRINCIPE | 1.5976 \$ | 1.574 \$ | Y  
 SAUDI ARABIA | 0.3749 \$ | 0.5608 \$ | Y  
 SENEGAL | 0.7273 \$ | 0.8951 \$ | Y  
 SERBIA | 0.2929 \$ | 0.4437 \$ | Y  
 SEYCHELLES | 1.1088 \$ | 1.0784 \$ | Y  
 SIERRA LEONE | 0.8439 \$ | 0.7772 \$ | Y  
 SINGAPORE | 0.0329 \$ | 0.0335 \$ | Y  
 SINT MAARTEN (DUTCH PART) | 0.4137 \$ | 0.4678 \$ | Y  
 SLOVAKIA | 0.0701 \$ | 0.4768 \$ | Y  
 SLOVENIA | 0.1855 \$ | 1.1228 \$ | Y  
 SOLOMON ISLANDS | 0.975 \$ | 1.9255 \$ | Y  
 SOMALIA | 0.7888 \$ | 0.7763 \$ | Y  
 SOUTH AFRICA | 0.3844 \$ | 0.6876 \$ | Y  
 SOUTH SUDAN | 0.6542 \$ | 0.7173 \$ | Y  
 SPAIN | 0.0381 \$ | 0.1832 \$ | Y  
 SRI LANKA | 0.6953 \$ | 0.6953 \$ | Y  
 SURINAME | 0.1996 \$ | 0.4533 \$ | Y  
 SWEDEN | 0.0234 \$ | 0.0956 \$ | Y  
 SWITZERLAND | 0.3694 \$ | 0.7011 \$ | Y  
 TAIWAN, CHINA | 0.0741 \$ | 0.4129 \$ | Y  
 TAJIKISTAN | 0.2603 \$ | 0.2817 \$ | Y  
 TANZANIA, UNITED REPUBLIC OF | 1.6103 \$ | 1.6103 \$ | Y  
 THAILAND | 0.1271 \$ | 0.1271 \$ | Y  
 TIMOR-LESTE | 0.975 \$ | 0.9269 \$ | Y  
 TOGO | 0.5079 \$ | 0.4711 \$ | Y  
 TOKELAU | 0.975 \$ | 2.4545 \$ | Y  
 TONGA | 1.4663 \$ | 1.513 \$ | Y  
 TRINIDAD AND TOBAGO | 0.5075 \$ | 0.6433 \$ | Y  
 TUNISIA | 1.2254 \$ | 1.2586 \$ | Y  
 TURKEY | 0.2271 \$ | 0.5803 \$ | Y  
 TURKMENISTAN | 0.435 \$ | 0.435 \$ | Y

TURKS AND CAICOS ISLANDS | 1.411 \$ | 1.6546 \$ | Y  
 UGANDA | 1.6086 \$ | 1.6086 \$ | Y  
 UKRAINE | 0.5868 \$ | 1.0755 \$ | Y  
 UNITED ARAB EMIRATES | 0.6535 \$ | 0.6535 \$ | Y  
 UNITED KINGDOM | 0.0233 \$ | 0.0682 \$ | Y  
 UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 \$ |  
 0.0343 \$ | Y  
 UNITED STATES OF AMERICA | 0.0318 \$ | 0.0318 \$ | Y  
 URUGUAY | 0.2285 \$ | 0.8432 \$ | Y  
 UZBEKISTAN | 0.3047 \$ | 0.3047 \$ | Y  
 VANUATU | 1.326 \$ | 1.4891 \$ | Y  
 VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 \$ | 0.2809 \$  
 | Y  
 VIET NAM | 0.3142 \$ | 0.3142 \$ | Y  
 VIRGIN ISLANDS (BRITISH) | 0.4557 \$ | 0.4557 \$ | Y  
 VIRGIN ISLANDS (U.S.) | 0.9646 \$ | 1.5308 \$ | Y  
 WALLIS AND FUTUNA | 0.975 \$ | 0.975 \$ | Y  
 YEMEN | 0.2885 \$ | 0.2296 \$ | Y  
 ZAMBIA | 0.747 \$ | 0.7075 \$ | Y  
 ZIMBABWE | 0.3413 \$ | 0.6389 \$ | Y

Accepted and agreed as of the date specified below by the authorized representative of Customer

<b>Signature:</b>	
<b>Print Name:</b>	Randy J. Cress
<b>Date:</b>	
<b>Zoom Service Effective Date:</b>	07/01/2020
<b>PO # (If Applicable):</b>	
<b>VAT # (If Applicable):</b>	

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

*If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to [billing@zoom.us](mailto:billing@zoom.us). Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.*

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.



## INVOICE

Zoom Video Communications Inc.  
55 Almaden Blvd, 6<sup>th</sup> Floor  
San Jose, CA 95113  
billing@zoom.us

Invoice Date: 07/01/2020  
Invoice #: INV29012888  
Payment Terms: Net 30  
Due Date: 07/31/2020  
Account Number: 51889324  
Currency: USD  
Account Information: Rowan County  
130 West Innes Street,  
Salisbury, North Carolina 28144  
United States  
randy.cress@rowancountync.gov

For ACH and Wire Transfer payment:

Account Name: Zoom Video Communications, Inc.  
Bank Name: Wells Fargo Bank  
Account Number: 3088920149  
Routing Number(WT): 121000248  
Routing Number(ACH): 121042882  
SWIFT Code: WFBUS6S

OR send check payment to:

Zoom Video Communications Inc.  
PO BOX 398843  
San Francisco, CA  
94139-8843

Purchase Order #:  
FY 2021

TaxExemptCertificateID:

Zoom W-9

CHARGE DETAILS				
Charge Description	Service Period	Subtotal	Tax	TOTAL
Charge Name: Audio Conferencing Pay as you go Quantity: 1 Unit Price: \$0.00	07/01/2020-07/31/2020	\$0.00	\$0.00	\$0.00
Charge Name: Dedicated Dial-in Number Quantity: 2 Unit Price: \$10.00	07/01/2020-07/31/2020	\$20.00	\$1.40	\$21.40
Charge Name: Zoom Phone Pay As You Go Quantity: 1 Unit Price: \$0.00	07/01/2020-07/31/2020	\$0.00	\$0.00	\$0.00
Charge Name: Enterprise Named Host Annual Quantity: 50 Unit Price: \$204.00	07/01/2020-06/30/2021	\$10,200.00	\$0.00	\$10,200.00



## INVOICE

Charge Name: Zoom Phone US/Canada Unlimited Calling  
Named User Annual  
Quantity: 386  
Unit Price: \$156.00

07/01/2020-06/30/2021

\$60,216.00

\$15,296.31

\$75,512.31

Charge Name: Zoom Rooms Annual  
Quantity: 20  
Unit Price: \$424.15

07/01/2020-06/30/2021

\$8,483.00

\$0.00

\$8,483.00

## INVOICE TOTALS

	Subtotal:	\$78,919.00
	Total (Including Tax):	\$94,216.71
	Invoice Balance:	\$94,216.71

## TAX DETAILS

Charge Name	Tax Name	Jurisdiction	Charge Amount	Tax Amount
Audio Conferencing Pay as you go	Sales Tax	State	\$0.00	\$0.00
Audio Conferencing Pay as you go	Sales Tax	County	\$0.00	\$0.00
Dedicated Dial-in Number	Sales Tax	State	\$20.00	\$0.95
Dedicated Dial-in Number	Sales Tax	County	\$20.00	\$0.45
Zoom Phone Pay As You Go	North Carolina Telecommunications Sales Tax	State	\$0.00	\$0.00
Zoom Phone Pay As You Go	Fed Universal Service Fund	Federal	\$0.00	\$0.00
Zoom Phone US/Canada Unlimited Calling Named User Annual	North Carolina Telecommunications Sales Tax	State	\$60,216.00	\$4,940.06
Zoom Phone US/Canada Unlimited Calling Named User Annual	Fed Universal Service Fund	Federal	\$60,216.00	\$10,356.25
			Total Tax	\$15,297.71

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** July 24, 2020  
**SUBJECT:** Acceptance of Bid for Landfill Gas System Expansion

---

Please see the attached information.

Please consider acceptance of the low bid from Blue Flame Crew in the amount of \$262,036 for the Landfill Gas Collection System, the award of a contract, and approval of the associated budget amendment..

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Landfill Gas System Expansion	7/27/2020	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 Landfill Gas System Expansion

**DATE:** July 24, 2020

---

After due advertisement, bids to expand the Gas Collection System at the Rowan County Landfill were received and opened by HDR Engineering and David Sifford, Purchasing Agent.

Bids were received from eight general contractors: Tri Con Works, Piedmont Industrial Services, Blue Flame Crew, Southeast Environmental Contracting, DOT Energy Solutions, Advance One Development, SCS Field Services and APTIM Government Solutions. Blue Flame Crew submitted the lowest bid in the amount of \$262,036, including a 5% contingency.

The recommendation letter from HDR Engineering, the certified bid tabulation and associated budget amendment are attached. The complete bid packages are on file in the Purchasing Office.

**Staff's Recommendation:** It is the recommendation of HDR Engineering, the Environmental Management Department and the Finance Department that a contract be awarded to Blue Flame Crew to expand the Gas Collection System at the Rowan County Landfill at a cost not to exceed \$262,036 and the associated budget amendment be approved.

Equal Opportunity Employer



recycled paper



July 24, 2020

Mr. Caleb Sinclair  
Environmental Management Director  
Rowan County  
P.O. Box 430  
East Spencer, NC 28039-0430

Re: Rowan County Landfill Gas System Expansion  
HDR Project No. 10209699

Dear Mr. Sinclair,

On behalf of Rowan County (County), HDR Engineering, Inc. of the Carolinas (HDR) has reviewed the bids for the Rowan County Landfill Gas System Expansion project. The project consists of installing 11 vertical landfill gas extraction wells within the footprint of the landfill and connecting them to a header line leading to the onsite gas flare system.

Bids were received by 2:00 PM on July 22, 2020. The following is a list of bidders.

- Tri Con Works, LLC
- Piedmont Industrial Services
- Blue Flame Crew
- Southeast Environmental Contracting, Inc.
- Dot Energy Solutions, Inc.
- Advance One Development, LLC
- SCS Field Services, Inc.
- APTIM Government Solutions, LLC

The Bids received were examined for accuracy and compliance with the bid requirements. The attached Bid Tabulation summarizes the bid information received. Irregularities noted during review are indicated at the bottom of the tabulation.

Blue Flame Crew (BFC) provided the apparent low base bid at a cost of \$250,015.00. The base bid with contingency is \$262,035.75. Based on review, BFC has experience in working with landfill gas well construction. There were no irregularities with BFC's bid.

Through the bid process, HDR requested that BFC provide reference contact information and disclosure of any litigation history over the last five years. BFC submitted reference contact information along with a statement of qualifications. BFC also provided a letter stating that they did not have any litigation history within the past 5 years. HDR was able to make contact with one of

[hdrinc.com](http://hdrinc.com)

440 S Church Street, Suite 1000, Charlotte, NC 28202-2075  
704.338.6700



the three references provided. HDR asked each reference a series of questions, including asking how well BFC performed their work on the projects, what type of work was performed, and if there were any major issues with the projects. Reviews were positive and references contacted stated that they would work with BFC again in the future.

Based on review of BFC's bid, reference checks made, and the absence of any litigation against BFC, HDR recommends award of the contract for the Rowan County Landfill Gas System Expansion Contract to Blue Flame Crew. HDR also recommends that the County award the contract for the Base Bid including the contingency in the amount of \$262,035.75 (two hundred sixty-two thousand, thirty-five dollars and seventy-five cents).

HDR appreciates the opportunity to provide continued service to Rowan County. Please feel free to contact me at (704) 338-6700 should you have questions regarding this information.

Respectfully submitted,  
**HDR Engineering, Inc. of the Carolinas**

A handwritten signature in blue ink, appearing to read 'Zach Priester', with a stylized flourish at the end.

Zach Priester, PE  
*Solid Waste Engineer*

ZDP/zdp

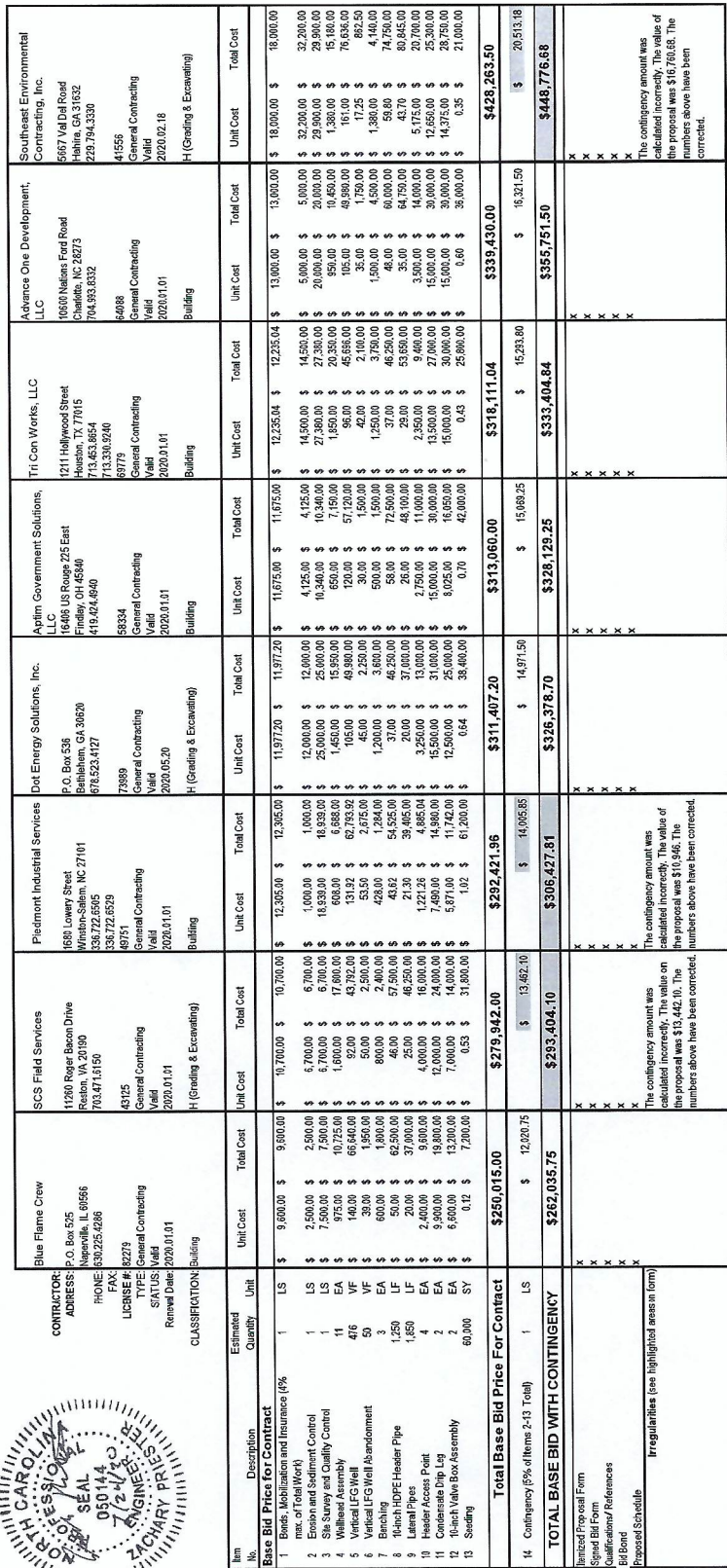
Attachment: Bid Tabulation

CC: David Sifford, Purchasing Agent  
Jeff Boyd, Landfill Supervisor  
Mike Plummer, Solid Waste Section Manager



**Bid Tabulation Sheet Summary**  
**Rowan County Landfill - Gas System Expansion**  
**Bids Received Wednesday, July 22, 2020 at 2:00 PM**

Bids Received Wednesday, July 22, 2020 at 2:00 PM



**CERTIFICATION:** This is certified to be an accurate tabulation of bids received for the project.

BY: Zach Priester, P.E., Environmental Engineer

BY: Zach Pines  
DATE: 7/24/2020

7/24/2020



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

The Landfill Gas System Expansion was budgeted in FY 2020. This project has been bid and is now ready to proceed. This budget amendment brings the budget into the new fiscal year and includes both engineering and construction costs.

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

**BUDGET INFORMATION:**

Reviewed: \_\_\_\_\_

[illegible]



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sheriff Kevin Auten  
**DATE:** 07-24-2020  
**SUBJECT:** Request to Apply for FY2020 Justice Assistance Grant

---

Memo to request permission to submit application, along with Salisbury City PD, for funds available from the FY2020 Justice Assistance Grant offered by the US Department of Justice.

Approve application. Funds are already allocated and just needed to be accepted.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request Memorandum to Apply	7/24/2020	Cover Memo
Interlocal Agreement between Salisbury City & Rowan County	7/24/2020	Cover Memo



# ROWAN COUNTY SHERIFF'S OFFICE

## KEVIN L. AUTEN, SHERIFF

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144  
TELEPHONE: 704-216-8700 FAX: 704-216-8674

### MEMORANDUM

TO: Aaron Church, County Manager  
FROM: Sheriff Kevin Auten *[Signature]*  
REF: FY2020 Local Justice Assistance Grant  
DATE: July 24, 2020

The Rowan County Sheriff's Office has been notified that it is eligible to receive \$10,050 in funds through the Edward Byrne Memorial Justice Assistance Grant. This grant is a yearly grant from the Department of Justice. The grant amount is determined by a formula based on Part I violent crimes as reported to the FBI's Uniform Crime Reports.

As in the past number of years, the Rowan County Sheriff's Office was designated to be a disparate jurisdiction with the Salisbury City Police Department because Rowan County bears more than 50 percent of the costs of prosecution or incarceration that arises for the Part I crimes that have occurred in Salisbury's jurisdiction. Since the Salisbury Police Department is designated to receive a total award of \$32,740, which is more than one and one-half times more than the Sheriff's Office amount, we have been designated as disparate. The US Department of Justice has determined that the RCSO will receive \$10,050 of the total award to Salisbury PD.

The Rowan County Sheriff's Office proposes to use the funds to purchase the following items:

- 1.) A total of 13 Level II/Spike 2 Stab Vest, Model Prism MT NS02 that are \$720 each for a total cost of \$9,360. These protective vests will be used by RCSO Detention Officers.
- 2.) A total of 13 M1 Concealable carriers that are used with the Stab Vest. The carriers are \$75 each for a total of \$975. Regular budget funding will be used to cover the excess cost above \$10,050.

This memorandum is to request that this matter be placed on the consent agenda for approval, so that a Memorandum of Understanding can be signed with Salisbury City to be submitted, as required to receive the grant from the Bureau of Justice Assistance.

cc: Chief Deputy David Ramsey  
Major T. L. Wyrick  
Captain J. C. Sifford  
Captain G. L. Hannold  
Captain C. A. Moose  
Leslie Heidrick, Finance Director  
file



GMS APPLICATION NUMBER 2020-H7402-NC-DJ

THE STATE OF NORTH CAROLINA

COUNTY OF ROWAN

**INTERLOCAL AGREEMENT**  
BETWEEN  
**THE CITY OF SALISBURY, NORTH CAROLINA,**  
AND  
**ROWAN COUNTY, NORTH CAROLINA**

**2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement (the "Agreement") is made and entered into this 13 day of July, 2020, by and between the City of Salisbury, a North Carolina municipal corporation (the "City") and the County of Rowan, a North Carolina body politic and corporate (the "County") (collectively, the "Parties").

For and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Acknowledgments.

- a. This Agreement is made under the authority of Article 20 of Chapter 160A of the North Carolina General Statutes.
- b. The City has received a JAG Award in the amount of \$32,740.00. The City desires to share a portion of that funding with the County for the purpose of providing additional personnel, equipment, supplies, contractual support, training, technical assistance, and informational systems for criminal justice, or for any other purpose allowed by the terms of the JAG Award.
- c. The Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to each Party.
- d. The Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.
- e. The City agrees to pay the County \$10,050.00 from the JAG Award for the Grant Program.
- f. The Parties find that it is in their best interests to reallocate the JAG funds as outlined herein.

2. Term and termination. The term of this Agreement shall begin on the date of execution and shall terminate without further action by either Party on September 30, 2023.

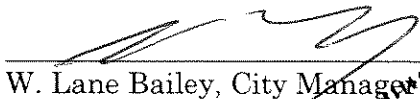
3. Payment. The City agrees to pay to the County the sum of Ten Thousand Fifty and 0/100 Dollars (\$10,050.00) from the City's portion of the JAG funds (the "County Award").

4. Use of funds. The County agrees to use County Award for those purposes outlined in Section 1.a. of this Agreement until the termination of this Agreement.

5. Liability. This Agreement shall not create liability for either Party based on the County's use of the Grant funds. Each Party shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the payment of grant funds pursuant to this Agreement.
6. No third party rights. The Agreement shall not create any rights for any individual or entity that is not a party to this Agreement.
7. Monitoring and Auditing. The Parties shall cooperate with one another, or with any other person or agency as directed by the other Party, in monitoring, auditing, or investigating activities related to this Agreement. The County shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. The Parties shall provide auditors retained by either Party with access to any records and files related to the provision of services under this Agreement.
8. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
9. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
10. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
11. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
12. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
13. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
14. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

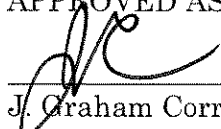
**CITY OF SALISBURY**

  
W. Lane Bailey, City Manager

ATTEST:

  
Tiffany Crook, Deputy City Clerk

APPROVED AS TO FORM:

  
J. Graham Corriher, City Attorney

**COUNTY OF ROWAN**

\_\_\_\_\_  
Aaron Church, County Manager

ATTEST:

\_\_\_\_\_  
Carolyn Barger, County Clerk

\_\_\_\_\_  
John W. Dees, II, County Attorney



**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:** July 24, 2020  
**SUBJECT:** Declare County-Owned Property Off Dunn's Mountain Road As Surplus and Instruct Clerk to Advertise for Upset Bids

---

The Board has received an offer of \$900 for a vacant tract of property owned by Rowan County, located off Dunn's Mountain Church Road and further described as Tax Parcel 649-032. The current tax value is \$7,728.

The property was obtained by the County in 1988 through a tax foreclosure. I have files indicating the County held a sale for a list of surplus properties in 1996 at the Fairgrounds and this property was on the list but did not sell.

Rowan County Assessor, Chip Main, conducted a field review of the tract and has provided an opinion, which is attached.

Declare the property as surplus for the record and instruct the Clerk to advertise for upset bids.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Offer to Purchase	7/24/2020	Cover Memo
Property Maps	7/24/2020	Cover Memo
County Assessor's Opinion	7/24/2020	Cover Memo

**From:** Tracie Lipke <traciedawnlipke@gmail.com>  
**Sent:** Wednesday, July 22, 2020 3:55 PM  
**To:** Barger, Carolyn M <Carolyn.Barger@rowancountync.gov>  
**Subject:** Land located off Dunn Mountain Road parcel number 649-032

---

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

---

I am wanting to purchase the land located off of Dunn Mountain Road parcel number 649-032. I would like to put in a bid of \$900. Send me any additional information if needed.

Thank you  
Tracie Lipke  
980-781-8282



## Rowan County GIS

PARCEL ID: 649 032

Owner Name:  
ROWAN COUNTY

Mailing Address:  
130 W INNES ST

SALISBURY NC 28144  
Property Address:  
0 DUNNS MOUNTAIN RD

Tax District Code: 110

Tax District: GRANITE QUARRY

Land FMV: \$7,728

Land LUV: \$

IMP FMV: \$

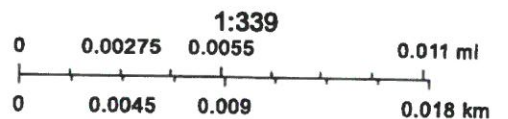
Total Value: \$7,728

Deed Ref: 644/601/

Date Sold: 1441843200000

Sale Amt: \$

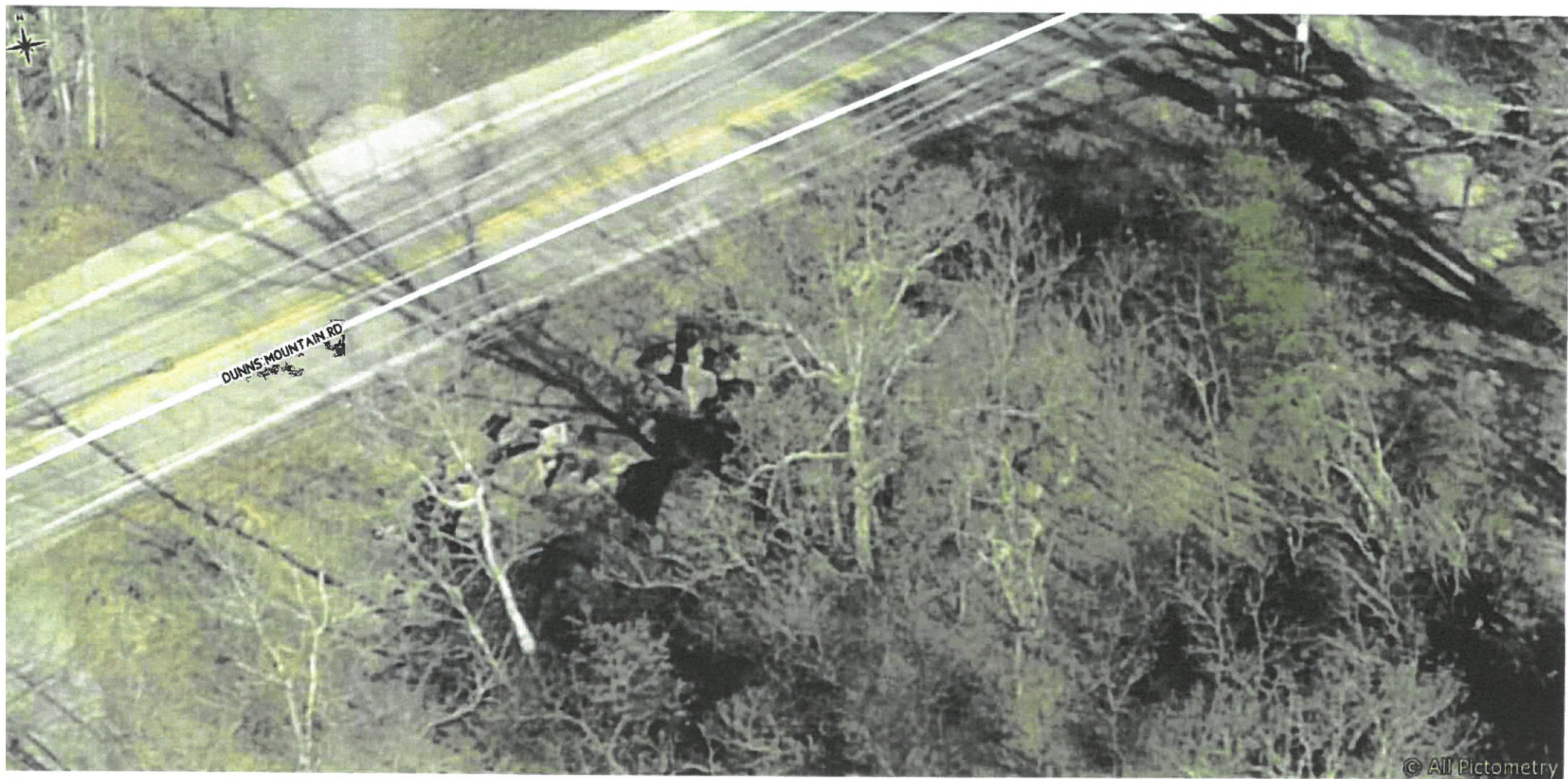
Legal Description: .12 Acres



July 23, 2020



049 032



12/04/2017

## **Barger, Carolyn M**

---

**From:** Main, Wendell R  
**Sent:** Thursday, July 23, 2020 4:06 PM  
**To:** Barger, Carolyn M  
**Subject:** FW: Message from ta02p109  
**Attachments:** Sta02p10920072315120.pdf

Carolyn

I have made a field review of this parcel looked into the valuation we have on Tax Parcel 649-032 and have the following opinion as to the current market value of this lot.

Lot is very rocky and has large boulders at the road front. There is only 48 feet at the road and 34 feet in the rear and 129 feet deep. The lot is not buildable without combining with some additional land.

It has belonged to Rowan County since 1988 and has been exempt from property tax since then. The tax value if adjusted for current market and physical conditions of the lot and being not buildable would be range from \$773 to \$1,157.

I have also had discussions with our Rowan County Planning and Zoning staff as well as the Planning and Zoning staff of Granite Quarry since it is actually in there jurisdiction.

**\$900 would be a fair offer for this lot.**

Thank you,

Wendell R. Main II "Chip"  
Rowan County Assessor  
402 N Main St, Salisbury, NC 28144  
704-216-8585





**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:** 08-03-20  
**SUBJECT:** Request to Establish Rowan Transit Dispatcher and Driver Positions

---

Please accept this request to establish Rowan Transit Dispatcher and Driver positions in accordance with the approved 2021 budget.

Please approve this request.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo	7/24/2020	Cover Memo
Cost Analysis	7/24/2020	Backup Material



## Rowan County Human Resources

130 West Innes Street, Salisbury, NC 28144  
Phone (704) 216-8100 FAX (704) 216-8110

TO: Board of County Commissioners  
FROM: Kelly Natoli, HR Director  
DATE: 08/03/20  
RE: Establish Driver and Dispatcher Positions Within Rowan Transit System

In preparation for bringing transit in house effective October 1, 2020, and in accordance with the approved FY 2021 Budget, please accept this request to establish the following positions:

- (2) Full-time Dispatchers, Grade 11 (beginning at \$33,733.49/annual), to begin employment on or after September 21, 2020.
- (1) Part-time Dispatcher, Grade 11 (\$16.2180/hourly), to begin employment on or after September 21, 2020.
- (21) Full-time Drivers, Grade 8 (beginning \$29,140.25/annual), to begin employment on or after October 1, 2020.
- (6) Part-time Drivers, Grade 8 (\$14.0098/hour), to begin employment on or after October 1, 2020.

A copy of the Rowan County detail cost analysis worksheet that was included in the approved 2021 budget is attached.

It is also requested that Rowan Transit be able to bring in the employees hired into these positions early than their start date when necessary and pay each for any necessary training, certification requirements, or other items needed to prepare them to work on their established hire date.

Thank you for your consideration of this request.

**ROWAN COUNTY**  
**Detailed Cost Analysis for 9 Month Contract**  
**October 1, 2020 to June 30, 2021**

Cost Categories			Estimated Cost (75%)	Subtotal	Difference
<b>LABOR</b>					
6	Number of part-time drivers	\$14.00	\$ 62,937		
21	Number of full-time drivers	\$14.00	458,640		Based on conveyance w/ VS:
1	Number of part-time dispatchers	\$16,330	12,247		Changed to 2
2	Number of full-time dispatchers	\$34,000	51,000		Actual - \$52,290
1	Transportation Coordinator	\$52,290	39,218	Avis Heggins	Actual - \$39,051
1	Safety trainer	\$39,051	29,288	Joe Ordoyne	Changed to 0
0	PT Office Assistant	\$14.00	-		
	Total Salaries		653,330		
	Medicare tax (1.45%)	0.0145	9,473		
	Retirement (10.21%)	0.1021	59,029		
	Social Security tax (6.20%)	0.0620	40,506		
	Workers Comp (4.50%)	0.0450	29,400		
	401(k) Contribution (3.00%)	0.0300	17,344		
	Health Insurance (\$9,960/FT position)	\$9,960	249,000		
	Fringe benefits		404,753		
	Total Labor			\$ 1,058,083	
<b>PROFESSIONAL SERVICES</b>					
	Software operating system		1,500		
	Licensing		600		
	CRC/MVR/drug testing		11,000		
	Total Professional Services			13,100	
<b>SUPPLIES AND MATERIALS</b>					
	Office supplies		6,000		
	Training materials		7,000		
	Janitorial supplies		400		
	Uniforms		4,600		
	Total Supplies and Materials			18,000	
<b>TRAVEL AND TRANSPORTATION</b>					
	Staff travel and training		2,000		
	Vehicle preventive maintenance	75%	75,000		
	Vehicle bodywork	75%	9,000		
	Vehicle tires	75%	9,000		
	Fuel costs for the fleet	75%	131,250		
	Bus wash supplies	75%	3,000		
	Total Travel and Transportation			229,250	
<b>COMMUNICATIONS</b>					
	Telephone lines and monthly service		1,000		
	Office equipment (PC, printer, fax, cell, etc.)		4,500		
	Postage		300		
	Total Communications			5,800	
<b>INSURANCE AND BONDING</b>					
	Comprehensive vehicle liability (28 vehicles)		20,000		
	Total Insurance and Bonding			20,000	
	Estimated Total Operating Budget			\$ 1,344,233	
<b>MV TRANSPORTATION</b>					
	Estimated cost for 9 mo. at the new rate (650,000 miles x \$2.87 x .75)			\$ 1,399,125	\$ (54,892)

**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:** 08-03-20  
**SUBJECT:** Signing Bonus for Environmental Health Specialist Positions

---

Please accept this request from Nina Oliver, Health Director to offer a signing bonus for Environmental Health Specialists in Food and Lodging.

Please approve this request.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo	7/28/2020	Cover Memo





## Rowan County Human Resources

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8110

TO: Rowan County Board of Commissioners  
FROM: Kelly Natoli, Human Resources Director  
DATE: August 3, 2020  
RE: Proposed One-Time Signing Bonuses for Environmental Health Vacancies

Nina Oliver, Director of Public Health, has requested the approval to offer one-time signing bonuses of up to \$5,000 per vacancy to assist in filling some critical need positions in the Environmental Health Department, Food and Lodging Division.

The Environmental Health Specialist positions play an important role in public health, as well as for the County. They inspect and analyze food and lodging sites in complying with State and County regulations. They also investigate complaints relating to various environmental health hazards and problems.

The Environmental Health field in general is experiencing a shortage of individuals qualified to serve as Environmental Health Specialists. Rowan County has experienced the effects of this shortage first-hand, as we struggle to fill these critical need vacancies. The waiting period for inspections has been impacted as a result of these vacancies and has the potential to result in health hazards if these positions are not filled. Rowan County is not unique in its struggles. Many cities and counties are competing to hire qualified specialists. As a result, they have increased their salaries and are offering special programs to attract applicants.

The Human Resources Department has studied the salaries of various surrounding counties, and we have concluded that the pay range currently assigned is competitive and appropriate. Therefore, an additional offering of one-time signing bonuses of up to \$5,000 per vacancy is requested to assist in filling these critical need positions. This would be payable as follows:

- If the candidate is already fully authorized at the time of hire, they will receive the signing bonus upon the completion of their one (1) year anniversary as an Environmental Specialist with Rowan County; or
- If the candidate has great potential but is not yet fully-authorized, and they hired in as a work-against appointment, they will receive their bonus upon the completion of their two (2) year anniversary as an Environmental Specialist at Rowan County.

If they leave the position before completing the time period referenced above, or if they do not pass the new employee probationary period, the bonus will not be payable. Currently the County has two (2) Environmental Health Specialist vacancies in Food and Lodging. Therefore, the immediate fiscal impact would be up to \$10,000, assuming no additional vacancies occur. If any additional vacancies occur, the fiscal impact may increase by up to \$5,000 per vacancy.

Your consideration of this request is greatly appreciated.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Nina Oliver, Public Health Director  
**DATE:** 7-27-2020  
**SUBJECT:** United Way COVID Relief Grant

---

Rowan County has experienced an increase in overdoses, over 50%, throughout the course of the COVID-19 pandemic. Because of the extreme increase of overdoses in our community, we have used almost all of our allocated resources to purchase the medications our participants need and have distributed them to at risk members of the community. The Rowan County United Way had a grant opportunity that would provide us with funding to continue to provide Narcan to the citizens who needed it the most.

We would like to respectfully ask the Board of Commissioners to support the receipt of this funding to purchase medication to help those that are struggling with opioid addiction. We received \$10,000 from the United Way COVID-19 Relief Grant.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
United Way COVID19 Grant Funding for the Health Department	7/27/2020	Cover Memo

To: Rowan County Board of County Commissioners  
From: Nina Oliver, Public Health Director  
Date: July 24, 2020  
Re: Rowan County United Way COVID-19 Relief Grant

**Situation:**

In July 2019, in partnership with the Center for Prevention Services, Emergency Medical Services, and BCBS, the Rowan County health department implemented the Post-Overdose Response Team (PORT), an outreach program that connects with individuals in active use to provide encouragement and support to seek the necessary treatment. PORT also distributes Narcan to community members with substance use disorder upon request. Narcan is a lifesaving medication that reverses opioid overdoses within minutes.

**Background:**

Rowan County has experienced an increase in overdoses, over 50%, throughout the course of the COVID-19 pandemic. Because of the extreme increase of overdoses in our community, we have used almost all of our allocated resources to purchase the medications our participants need and have distributed them to at risk members of the community. Since March of 2020 alone, we have seen 270 overdoses. PORT has given out over 195 doses of Narcan. We expect similar numbers in the months to come.

**Assessment:**

The United Way of Rowan County COVID-19 Relief grant awarded us \$10,000 to respond to purchase Narcan, a lifesaving medication. We found out about the grant funding opportunity on Wednesday July 22<sup>nd</sup>. I emailed the United Way Director and asked when the grant needed to be submitted. She said tomorrow by 11am. We completed the application and submitted the very next day Thursday July 23<sup>rd</sup> and were awarded funding the very same day. With the funding, we will purchase Narcan so we can distribute to the community.

**Recommendations:**

We would like to respectfully ask the Board of Commissioners to support the receipt of this funding to purchase medication to help other that are struggling with opioid addiction. We received \$10,000 from the United Way COVID-19.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** July 24, 2020  
**SUBJECT:** Declaration of Surplus Equipment

---

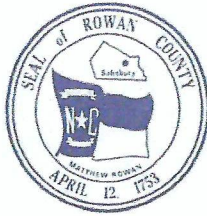
Please see the attached information.

Please declare the attached list of equipment from the Sheriff's Office as surplus equipment, approve the associated Resolution, and allow the equipment to be sold by electronic auction.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Declaration of Surplus Equipment	7/28/2020	Backup Material

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### Memorandum

**To:** Rowan County Board of Commissioners  
Aaron Church, County Manager

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

**Re:** Declaration of Surplus Equipment

**Date:** July 24, 2020

---

In accordance with G.S. 160A-270(c), the Finance Department is requesting Board approval to declare the equipment listed on the attached Exhibit A to be surplus property and to allow the Purchasing Agent to sell the equipment by electronic auction. The vehicles will be sold on the electronic auction site GovDeals.com. The equipment will be listed and sold beginning the week of August 10, 2020. If declared as surplus property, notices will be published in the Salisbury Post and on the County's website.

**Staff's Recommendation:** It is the recommendation of the Finance Department that the attached Resolution be approved. The Resolution authorizes the Rowan County Purchasing Agent to sell the surplus equipment listed on Exhibit A by electronic auction. The Resolution will be published at least ten days before the date of the sale.

Equal Opportunity Employer



recycled paper



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



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

## **Rowan County Board of Commissioners**

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

### **RESOLUTION AUTHORIZING SALE OF SURPLUS PROPERTY BY PUBLIC AUCTION**

Whereas, G.S. 160A-270(c) allows the Board of Commissioners to sell personal property by electronic auction upon adoption of a resolution or order authorizing the appropriate official to dispose of the property by electronic auction; and

Whereas, the Finance Department has recommended that the property listed on Exhibit A (attached) be sold at electronic auction as surplus property, utilizing the GovDeals.com auction website to conduct the sale; now therefore,

Be it resolved, by the Rowan County Board of Commissioners, that the County's Purchasing Agent is authorized to sell by electronic auction the surplus property described on Exhibit A in accordance with G.S. 160A-270(c). The electronic auction will be conducted on the GovDeals.com website. All equipment will be sold "as is". Equipment and titles will be furnished following the receipt of cash or certified check. The Purchasing Agent is directed to publish, at least once and not less than ten (10) days before the date of the auction, a copy of this Resolution or a notice summarizing its content as required by G.S. 160A-270(c).

Adopted this 3<sup>rd</sup> day of August, 2020.

---

Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

---

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



recycled paper

Rowan County  
Surplus Equipment Auction  
Equipment Listing

EXHIBIT A

Asset No.	Department	Year	Make	Model	Reason Out of Service
20016	Sheriff	2003	John Deere	Gator	Useful Life
23498	Sheriff	2009	Ruff & Tuff	Golf Cart	Useful Life
26055	Sheriff	2013	Mercury	Optimax Boat Motor	Not Used
16969	Sheriff	1996	Pulse	18' Boat	Useful Life
16970	Sheriff	1996	Magic Tilt	Boat Trailer	Useful Life
NA	Sheriff	2014	Kawasaki	Motorcycle	Asset Forfeiture

**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:** July 24, 2020  
**SUBJECT:** RCCC Bonds - Declaration of Intent to Reimburse Expenditures

---

The attached Declaration of Official Intent to Reimburse Expenditures relates to general obligation bonds in the amount of \$45 million to be issued in the future for Rowan-Cabarrus Community College (RCCC). The Declaration represents discussions between the County Manager and Assistant County Manager/Finance Director and RCCC.

Please approve the attached Declaration.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RCCC Bonds - Declaration to Reimburse Expenditures	7/28/2020	Backup Material

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

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

The undersigned Assistant County Manager/Finance Director of the County of Rowan, North Carolina (the "County"), having been duly authorized by the Board of Commissioners of the County to declare its official intent, hereby declares as follows:

1. The County has adopted a Bond Order authorizing the issuance of general obligation bonds in the maximum aggregate principal amount of \$45,000,000 (the "Bonds") under The Local Government Bond Act (the "Act") to finance, in part, the acquisition, construction, installation, renovation and equipping of educational facilities of Rowan-Cabarrus Community College (the "Project"), and such bond order was approved by the voters of the County on March 3, 2020.
2. The County intends to utilize the proceeds of the Bonds to finance, in part, the acquisition, construction, installation, renovation and equipping of the Project. The County or Rowan-Cabarrus Community College ("RCCC") has in the past or may in the future advance its own funds to pay expenditures relating to the Project, may borrow funds on a short term taxable or tax exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project ("Original Expenditures") prior to issuance of the Bonds and to receive reimbursement for such Original Expenditures from proceeds of the Bonds, if and when such Bonds are issued.
3. The County intends that the adoption of this resolution be its declaration of official intent pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Treasury Regulations which may be promulgated hereafter, and is intended to expressly declare the County's intention to reimburse itself or RCCC for the Original Expenditures heretofore paid or to be paid by the County or RCCC, as applicable, such reimbursement to be made with the proceeds of indebtedness to be incurred by the County.
4. All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursements must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.
5. In the event that RCCC incurs and pays Original Expenditures relating to the Project, but the Bonds are not issued, the County shall have no obligation to pay or reimburse RCCC for such Original Expenditures. Any reimbursement of such Original Expenditures incurred by RCCC shall only be reimbursed from the proceeds of the Bonds.
6. This declaration will be effective on the 13<sup>th</sup> day of July, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant County Manager/Finance Director  
County of Rowan, North Carolina

Equal Opportunity Employer



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** July 28, 2020  
**SUBJECT:** Refunds for the West End Plaza Event Center Rental Contract

---

**SUMMARY:** A portion of the required deposit is not allowed to be refunded in the “ROWAN COUNTY WEST END PLAZA EVENT CENTER RENTAL CONTRACT” that was approved by the Board of Commissioners. Events have been canceled due to COVID-19. We are requesting the the Board authorize the manager to provide a full refund if the event is canceled by COVID-19.

**BOARD ACTION:** Authorize the manager to refund the full amount deposited for rental of the West End Plaza Event Center if the event was canceled due to COVID-19.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
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:** Valerie Steele, Airport and Transit Director  
**DATE:** July 29, 2020  
**SUBJECT:** Hangar Lease for Heli-1 at Mid-Carolina Regional Airport

---

**ATTACHMENTS:**

**Description**

Hangar Lease With Office Space

**Upload Date**

7/29/2020

**Type**

Cover Memo

## **NORTH CAROLINA**

### **ROWAN COUNTY**

### **CORPORATE HANGAR LEASE**

**THIS LEASE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **Rowan County, North Carolina**, a body politic, party of the first part, hereinafter called the "**Lessor**", and **Heli-1 Corporation**, a Nevada corporation authorized to do business in North Carolina, party of the second part, hereinafter called the "**Lessee**", all of Rowan County, North Carolina.

#### **W ITNESSETH:**

That the said party of the first part, in consideration of the agreements and covenants hereinafter mentioned to be fulfilled by the said party of the second part, does hereby lease unto the said party of the second part, its successors and assigns, that parcel of land containing thereon a corporate aircraft hangar consisting of 15,000 square feet together with 4,200 square feet of office space, together with adequate paved parking for Lessee's intended use, located at the Rowan County Airport and shown on "Exhibit A". Lessee shall hold the same for the purpose of maintaining a hangar/office facility together with a non-exclusive easement for access to the premises from Airport Road for customary business purposes and to use the taxi-ways to and from the leased premises to the runways of the Rowan County Airport for customary air travel purposes pursuant to local, state and federal air travel regulations.

1. **LEESEE'S ACCEPTANCE OF PROPERTY:** Upon execution of this Lease, the Lessee shall have inspected the Leased Premises and such execution is Lessee's acceptance of the Leased Premises in its existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in such property or for any limitation of its use. Lessor acknowledges that Lessee shall own the improvements, which are located upon the leased premises and such shall be taxed as such.

2. **TERM:** The term of this lease shall commence on August 1, 2020 and shall be for ONE (1) YEAR, and if not sooner terminated or extended, will expire on July 31, 2021. Lessor and Lessee shall meet no later than nine (9) months after the commencement of this Lease Term to discuss extensions of this Lease Term. The parties agree to conduct such discussions in good faith to determine whether Lessee may continue to Lease the Premises for any additional option periods and if so, the appropriate Lease Rate and Term length.

#### **3. RENTAL AND RELATED LESSEE OBLIGATIONS:**

- A. The land as described above is herewith leased to the Lessee at an initial rental of Ten Thousand and no/100 (\$10,000.00) per month during the Term. The first rent installment shall be due on August 1, 2020, unless the Term begins on a date other than the first day of a month, and then prorated rental shall be due upon the execution of this Agreement with all future rental installments being due on the first day of each consecutive month thereafter. Any installment or installments of unpaid rent shall be deemed to constitute a lien upon the hangar previously described and Collection of the same may be enforced in law or equity.
- B. Lessee shall establish and maintain a minimum taxable value for aircraft based at Mid-Carolina Regional Airport for Rowan County tax purposes of \$7,000,000.00.
- C. Lessee estimates potential fuel usage of approximately 1,000 USG per month. Provided, however, that if Lessee fails to consume 500 USG per month, then Lessee shall pay to Lessor two dollars (\$2.00) per gallon for fuel not used up to 500 USG per month. By way of example, if Lessee consumes 400 USG in any given month, then Lessee would owe Lessor \$2.00/gallon for the 100 USG not consumed or \$200.00.

4. **DEFAULT:** Any installment of ground lease rent remaining overdue and unpaid for fifteen (15) days, as well as any failure to comply with the terms and conditions of this Agreement, shall constitute a default. Lessor shall give written Notice of Default to Lessee and Lessee's Lender, if any, and Lessee shall thereafter have thirty (30) days to cure any monetary default. Lessee shall have sixty (60) days to cure any non-monetary default, subject to the same notice provisions contained herein. A failure to cure any properly noticed default shall render this Lease Agreement null and void. Failure to cure any default shall operate as a forfeiture of the hangar by the Lessee to the Lessor which shall thereupon become vested with full and complete right to occupy the Leased Premises and remove any of Lessee's property still remaining therein.

5. **INSURANCE:** Lessor shall, at its own expense, at all times maintain a policy of fire and extended coverage insurance on the hangar structure for replacement value. Lessor shall not, to the extent other hangar owners or lessee's and aircraft owners are required to maintain similar insurance coverage policies, be liable for any damage to Lessee's aircraft, fixtures, equipment or other contents of the Lessee's hangar or office space, regardless of the cause thereof. Accordingly, the Lessee shall, at its own expense, at all times maintain and enforce (1) a policy of insurance covering damage to its aircraft, Business Personal Property, furniture, fixtures and equipment and that of its sub-lessees, and (2) a policy of general liability insurance that includes the indemnity provisions of Paragraph 12 below and names the Lessor, Rowan County, as an additional insured against liability for injury to or the death of any person or loss or property

damage occurring on or about the demised premises, which insurance shall be in an amount of not less than One Million and no/100 Dollars (\$1,000,000,00), combined, single limit for bodily injury and property damage. Lessee agrees to provide proof of such coverage in the form of a Declaration of Coverage Page acceptable to Lessor. Such policy shall also provide that insurer notify Rowan County no less than thirty (30) days prior to cancellation of the policy. Should the policy be terminated, this lease agreement shall be declared null and void and provisions of Paragraph 4 above shall apply.

6. **SIGNAGE AND EXTERIOR APPEARANCE:** The Lessee shall be permitted to place its sign upon the exterior portion of the hangar premises, however, the size, manner and installation shall be subject to Lessor's approval and applicable local zoning ordinances and related sign ordinances. All signage shall comply with any local zoning and/or signage ordinance; however, in no event shall the size of the sign exceed the maximum standards allowable. The Lessee shall at all times maintain the appearance of the aircraft hangar and grounds in good condition. Lessee shall have the right to make any necessary improvements or renovations to the airplane hangar located upon the premises; provided, such plans must be approved in writing by Lessor.

7. **USE OF LEASED PREMISES:**

(a) The hangar and related enclosed space, located upon the leased premises, shall be used as an office and hangar for private aircraft.

(b) Hangars are to be used primarily for aircraft storage, including the use for an aircraft related activity, such as repair on an aircraft owned or leased by the undersigned party to this Agreement

(c) Any manufacturing activity contemplated herein shall not interfere with the reasonable use of other hangars as to noise, odor or traffic, and shall not involve the storage of flammable substances or liquids unless approved as to type and container by Lessor.

8. **TAXES:** The hangar which is the subject to this Agreement is in all respects exempt from ad valorem taxes. The Lessee shall pay all taxes levied upon all personal and business property located within the confines of the hangar itself.

9. **RIGHT OF INSPECTION:** Upon reasonable notice, Rowan County shall have the unqualified right to make routine inspections of the hangar, interior and/or exterior, in order to insure compliance with this Agreement or to perform maintenance and such repairs as may be required.

10. **SUBLEASE AND ASSIGNMENT:** The Lessee shall have the right to sublease to any third party; provided, however, Lessee must provide written notice to Rowan County and include all sub-lessee information, including name, contact and aircraft information. Lessee may

NOT assign the lease to any third party, unless such assignment is to an entity wholly-owned by Lessee and is for business planning purposes.

11. **EXCULPATORY PROVISIONS:** The Lessor shall not be responsible or liable to the Lessee for any injury or damage resulting from acts or omissions of persons on or occupying the leased property, or hangars adjoining the leased property, or any part of the building of which the leased property is a part, except for the gross negligence or reckless disregard of Lessor.

12. **INDEMNITY:** The Lessee shall indemnify the Lessor against all liabilities, expenses, including reasonable attorneys' fees, and fees incurred by the Lessor as a result of (a) failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; (b) any accident, injury, or damage caused by an act or omission of Lessee, its agents, subtenants or employees, and occurrences which shall happen in or about the leased property resulting from the condition, interior maintenance, or operation of the leased property; (c) failure to comply with any requirements or any governmental authority, and, (d) any mechanic's lien, or security agreement, or any materials used in the construction or alteration of any building or improvement thereon.

13. **NOTICE:** Notice shall be given by certified mail, return receipt requested, to the individual and to the address provided by the parties.

**LESSEE:**

Heli-1 Corporation

ATTN: \_\_\_\_\_

485 S. Rock Boulevard

Reno, NV 89502

**LESSOR:**

Rowan County, North Carolina

ATTN: County Manager

130 West Innes Street

Salisbury, North Carolina 28144

14. **RECORDING:** Either party may record this lease or memorandum thereof.

15. **HAZARDOUS MATERIALS:** Lessor represents that, to the best of Lessor's knowledge and belief, the Leased Promises does not contain any Hazardous Materials. Lessor shall, at its sole cost and expense, promptly take all Corrective Actions (as herein defined) necessary to comply with all present and future laws, rules, ordinances or regulations of any



governmental authority having jurisdiction over the Leased Premises with respect to the presence or removal of Hazardous Materials present in the Premises other than as a result of the acts or omissions of Tenant, its employees, agents or contractors. As used herein, the term "Hazardous Materials" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required as of the date of this Lease or the use of which is restricted, prohibited or penalized by an federal, state or local laws, ordinances or other statutes of a governmental or quasi--governmental authority, relating to pollution or protection of the environment and in affect as of the date this Lease. "Corrective Actions" include, without limitation, the investigation of the environmental condition, the preparation and delivery of any notices, studies, or reports, and the performance of any cleanup, disposal, removal, remedial, or restoration work.

16. **QUIET ENJOYMENT:** So long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Lessor shall sell or otherwise transfer its interest in the Premises, Lessee agrees to attorn to any new owner or interest holder and shall, if requested by Lessor, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Lessee's rights hereunder.

17. **INDIVIDUAL GUARANTY FOR CORPORATE TENANT:** By signing below, the individual so named hereby unconditionally guarantees the obligations of Lessee herein, including but not limited to all payments owed to Lessor for rent and other financial obligations, if any.

18. **AIRPORT RULES AND REGULATIONS:** Tenant shall abide by all rules and regulations of Rowan county airport, the FAA or any other governmental agency having jurisdiction within the airport. Any violation of such rules or regulations shall be deemed a material breach of this Lease and this Lease shall be immediately terminated subject to the provisions contained herein regarding termination, rights and obligations of the parties.

19. **MAINTENANCE OF HANGAR AND GROUNDS:** Lessor shall be responsible for all structural maintenance, repair and replacement, including the roof, walls, hangar doors, and HVAC. Lessee shall be responsible for maintaining all electrical, plumbing and interior spaces of the Leased Premises.

20. **UTILITIES:** Lessee shall be responsible for its own utilities, including, electrical, water, sewer, and gas.

21. **GOVERNING LAW AND ENTIRE AGREEMENT:** This Lease shall be governed by the laws of the State of North Carolina, and the provisions contained herein represent the entire agreement between the parties. Any modification of such provisions shall be in writing and executed by the parties hereto.

22. **CORPORATE APPROVALS:** By signing below, each the Lessor and Lessee hereby represent that they have followed their corporate bylaws, operating agreement or statutory process for approving this Lease Agreement, and that the signature of its officer has been duly approved as the act of the Lessee and Lessor.

{Signature Page Follows}

**IN TESTIMONY WHEREOF**, said parties have executed this contract in duplicate originals, one of which is retained by each of ft parties.

**LESSOR:**

**Rowan County, North Carolina, a body politic**

**By:**

\_\_\_\_\_  
**(SEAL)**  
**Chairman of the Board of Commissioners**

**ATTEST:**

**By:** \_\_\_\_\_  
**Clerk to the Board**

**Reviewed as to form:**

\_\_\_\_\_  
**Rowan County Attorney**

**LESSEE:**

**Heli-1 Corporation**

**BY:**

\_\_\_\_\_, **(SEAL)**  
**Its: Manager/Member**

**Individual Guarantor of Lessee:**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**EXHIBIT A**

**LEASED AREA**

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Scott Shelton, Vice President, Economic Development Commission  
**DATE:** July 22, 2020  
**SUBJECT:** Public Hearing & Summary Presentation - EDC 'Project Sun'

---

The Rowan EDC will present an executive summary for the potential expansion of Project Sun in Rowan County.

The proposed project would represent approximately \$45 million of new investment in Rowan County through improvements to the company's existing facility and placement of new equipment. The proposed project would also create 56 new jobs by the end of 2022.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	7/22/2020	Cover Memo
Draft Incentive Agreement	7/22/2020	Cover Memo
Resolution - Grant Application	7/22/2020	Cover Memo



July 20, 2020



PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

ECONOMIC  
IMPACT  
SUMMARY

SUMMARY OF PROPOSED EXPANSION OF PROJECT  
SUN IN ROWAN COUNTY



Submitted by:  
The Rowan EDC

July 20, 2020

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

*Re: Summary of Proposed Expansion of Project Sun in Rowan County*

Dear Chairman Edds and County Commissioners:

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

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

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

- Melanie Underwood, Existing Industry Expansion Manager, Economic Development Partnership of NC
- Tammy Whaley, Economic Development Manager – Charlotte Region, Duke Energy
- David Hartigan, Principal, Hartigan Management

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

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

Sincerely,



Scott Shelton  
Vice President

## **Contents**

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

## **1. Project Description**

### **About The Company**

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

### **The Proposed Project**

Project Sun's parent company is considering an expansion and investment in new equipment that will allow it to increase line speeds to meet their current and future demands.

If our community were chosen, the company would create 56 new jobs over the next three years. Approximately 40 of these new jobs would be Production Operators. Other proposed job categories include Maintenance Technicians, Supervisors and Support Staff.

The company would also invest approximately \$45 million into the property through improvements to the facility and major equipment upgrades. The majority of these improvements would be completed by the end of 2021.

Facilities in Ohio and Louisiana are also under consideration for this project.

## **2. Regulatory Approval Process**

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

## **3. Requested Assistance**

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

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

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

We respectfully ask that the Board of Commissioners consider approving their request based on the potential impact on our community from the project. A 'Draft' copy of the proposed Incentive Agreement is attached.

#### Other Potential Assistance

The Rowan EDC is working with 'Project Sun' to pursue a Building Reuse Grant through the State of North Carolina. This grant can help the company with its planned building expansion, as well as electrical, HVAC and roof improvements. In addition, we are pursuing a One NC Grant from the State for the project.

The required local matches for these grants can be satisfied through the County's Level 1 Grant. However, if the State were to recommend a Building Reuse Grant for this project, the County would have to apply for the grant on behalf of the company. The Rowan EDC also requests that the County consider hiring a professional grant administrator for the project. The cost to administer the grant is estimated to be no more than \$25,000.

#### **4. Model of County Revenue – 10-Year Horizon**

If Rowan County were chosen, Project Sun would begin installing new equipment by the end of 2020. The majority of new construction, and infrastructure improvements will be complete by December 31, 2021. The overall investment timeline is based on information provided to the Rowan EDC by the company.

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

- The County tax rate is fixed at the current rate of .6575
- \$6.5 million of new equipment and construction occurs prior to December 31, 2020
- The project is complete by December 31, 2021 with a total investment of \$45 million

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

Incorporating the above framework, the following outcomes are projected:

- During the five incentivized years, Rowan County would collect \$1,226,238 in revenue and provide incentive grants totaling \$919,678. The County would retain \$306,560 of revenue during the incentive term.
- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$2,705,613, disburse a \$919,678 grant and retain an estimated \$1,785,935 of new revenue.



**Project Sun:**

Fiscal Year		FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Calendar Year		2020	2021	2022	2023	2024
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$6,500,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$42,738	\$295,875	\$295,875	\$295,875	\$295,875
<b>Expansion Grant %</b>	75% for 5 years. Paid in FY 2022 - 2026	75%	75%	75%	75%	75%
<b>Expansion Grant %</b>	County Tax Revenue times Expansion Grant	\$32,053	\$221,906	\$221,906	\$221,906	\$221,906
<b>County Net Revenue</b>	County Tax Revenue minus Expansion Grant	\$10,684	\$73,969	\$73,969	\$73,969	\$73,969

FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	10 Year Sum.
2025	2026	2027	2028	2029	
\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000
0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
\$295,875	\$295,875	\$295,875	\$295,875	\$295,875	\$2,705,613
\$0	\$0	\$0	\$0	\$0	\$919,678
\$295,875	\$295,875	\$295,875	\$295,875	\$295,875	\$1,785,934

## **5. Closing**

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Sun would create a total of 56 new full-time jobs, as well as add \$45 million to the County's tax base. The project would also generate approximately \$295,875 of annual tax revenue for the County after the incentive period concludes.

On behalf of your Economic Development

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

## **6. Draft Incentive Agreement**

NORTH CAROLINA  
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

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

WITNESSETH

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

WHEREAS, the Company has determined that the property located at \_\_\_\_\_, \_\_\_\_\_, North Carolina, also identified as Rowan County Tax Parcel \_\_\_\_\_ (the "Property"), is a suitable location for its expansion and improvement; and

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

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

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$45 million will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

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

ARTICLE I  
COUNTY INDUCEMENTS

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

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

2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

- i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
- ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2020, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the "New Real Property Value" for the applicable Property.

b) Personal Property Valuation.

- i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.
- ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2020. The annual result of this computation shall be defined as the "New Personal Property Value" for the applicable Property.

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

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

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



ARTICLE II  
SCHEDULE OF CORPORATE IMPROVEMENTS

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

ARTICLE III  
EMPLOYMENT

- 1) The Company projects that it will create 56 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2022, the Company shall employ 434 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 21-22	3
FY 22-23	31
FY 23-24	56
FY 24-25	56
FY 25-26	56

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2022, and on June 30<sup>th</sup> following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing

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

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

#### ARTICLE IV

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

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

#### ARTICLE V

#### RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

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

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

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

ARTICLE VI  
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

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

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

ARTICLE VII  
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

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

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

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

#### ARTICLE VIII GENERAL PROVISIONS

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

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

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

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

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

To Company:                      Name and Contact Information

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

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

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

[Signature page follows]



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

(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
(Seal)

Name \_\_\_\_\_

ROWAN COUNTY, NORTH CAROLINA

\_\_\_\_\_  
Gregory C. Edds, Chairman

Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Carolyn Barger

Clerk to the Board of Commissioners

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

\_\_\_\_\_  
Leslie Heidrick

Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
John Dees II

County Attorney

---

**AUTHORIZING RESOLUTION BY ROWAN COUNTY**

for the

North Carolina Department of Commerce

Building Reuse Program

**“Project Sun Building Reuse Project”**

**(previously referred to as "Project Peach")**

**WHEREAS**, The North Carolina General Assembly has authorized funds to stimulate economic development and job creation in distressed areas through constructing critical water and wastewater facilities, addressing technology needs, renovating vacant buildings, and implementing research and demonstration projects, and

**WHEREAS**, the County has need for and intends to assist in the renovation of a vacant building in a project described as the "Project Sun Building Reuse Project"; and

**WHEREAS**, the County intends to request funding assistance from the North Carolina Department of Commerce from its Building Reuse Program for the project;

**NOW THEREFORE BE IT RESOLVED, BY THE ROWAN COUNTY BOARD OF COMMISSIONERS:**

That the County is in full support of the application and the project, if funding is received, and

That the County will arrange for a local match that will exceed the required 5% of the grant amount, and

That the County has substantially complied or will substantially comply with all State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto, and that Gregory C. Edds, Chairman, or Aaron Church, County Manager, is authorized to execute any additional documents pertaining to the grant application as requested by the North Carolina Department of Commerce.

Adopted this the 3rd day of August 2020 in Salisbury, North Carolina.

---

Gregory C. Edds, Chairman

**ATTEST:**

---

Carolyn Barger, CMC, NCCC  
Clerk to the Board

(Seal)

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** July 28, 2020  
**SUBJECT:** Approval of Revised CARES Act Funding Plan

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
CRF Funding	7/29/2020	Cover Memo
Proposed County Spending Plan	7/29/2020	Cover Memo

**ROWAN COUNTY**  
**CRF FUNDING ALLOCATED TO ROWAN COUNTY**  
**As of August 3, 2020**

<b>BOC APPROVED ALLOCATIONS</b>							
<u>Municipalities</u>	<u>% of Municipal Population</u>	<u>Total Dollars Allocated to Rowan County</u>	<u>Allocation to Municipalities</u>				
			<u>\$50,000 Each</u>	<u>Per Capita</u>	<u>Subtotal</u>	<u>Bogle Architect Fees</u>	<u>Total Dollars Allocated to Municipalities</u>
		\$ 3,945,929					
Salisbury	54.21%	-	\$ 50,000	\$ 449,868	\$ 499,868	\$ 23,669	\$ 523,537
Kannapolis	15.58%	-	50,000	129,323	179,323	6,804	186,127
China Grove	6.73%	-	50,000	55,830	105,830	2,937	108,767
Spencer	5.11%	-	50,000	42,387	92,387	2,230	94,617
Landis	4.99%	-	50,000	41,370	91,370	2,177	93,546
Granite Quarry	4.90%	-	50,000	40,641	90,641	2,138	92,780
Rockwell	3.41%	-	50,000	28,319	78,319	1,490	79,809
East Spencer	2.37%	-	50,000	19,695	69,695	1,036	70,732
Cleveland	1.40%	-	50,000	11,619	61,619	611	62,231
Faith	1.30%	-	50,000	10,812	60,812	569	61,380
Total Population	100.00%	<u><u>\$ 3,945,929</u></u>	<u><u>\$ 500,000</u></u>	<u><u>\$ 829,864</u></u>	<u><u>\$ 1,329,864</u></u>	<u><u>\$ 43,662</u></u>	<u><u>\$ 1,373,526</u></u>

**Total CRF Funding    \$ 5,319,455**

**PROPOSED REVISED ROWAN COUNTY CFR PLAN**  
**As of August 3, 2020**

<b>Department / Item</b>	<b>COUNTY EXPENSE</b>
<b>General Government</b>	
Architect Fees	\$ 53,518
General Construction for County Departments	800,000
General Construction for Courthouse Facilities (Courtrooms, Clerk of Court, Judges, Courtrooms, District Attorney, Probation, Sheriff and Common Areas)	200,000
Grant Administration Position	42,000
<b>ESTIMATED TOTAL</b>	<b>1,095,518</b>
<b>General Human Resources</b>	
Direct COVID-19 Employee Pay Expenses	600,000
COUNTY - COVID-19 Related FMLA / SICK Pay Expenses	200,000
<b>ESTIMATED TOTAL</b>	<b>800,000</b>
<b>DSS</b>	
DSS Check In system - Software and Hardware Kiosks	6,000
Acrylic Sneeze Guards (6) \$400 each	2,400
Splash Guards (200)	2,200
Housing and food for adult wards who become homeless	3,000
<b>ESTIMATED TOTAL</b>	<b>13,600</b>



**PROPOSED REVISED ROWAN COUNTY CFR PLAN**  
**As of August 3, 2020**

<b>Department / Item</b>	<b>COUNTY EXPENSE</b>
<b>Heath Department</b>	
Consultant/Contract Services	26,400
COVID-19 Office Supplies	6,000
Equipment	10,000
Updax Telehealth service	3,200
Expedite upgrades to MacBook / Wireless Coverage	39,000
Exergen Temporal Scanner Model TAT-5000 oral equivalent calibration (10)	4,650
Thermo Scientific TSX5005GA High-Performance Biomedical Lab Refrigerator, 51 CU FT, Glass	12,765
Thermo Scientific™ TSX3030FD High-Performance -30°C Lab Freezer, 30 Cu Ft, Auto Defrost, 208/230V Thermo Scientific™ TSX	11,171
COVID-19 Testing contract with Mako	212,500
Contract with School Nurses to assist with Investigations and contact tracing	21,600
Additional Staffing - Nurses, Interpreters, Outreach Coordinator, Support Staff	818,933
<b>ESTIMATED TOTAL</b>	<b>1,166,219</b>
<b>Information Technology</b>	
Telework Expansion	317,000
Paperwork Reduction	10,070
Public Awareness	6,900
Broadband	200,000
Zoom rooms	50,000
<b>ESTIMATED TOTAL</b>	<b>333,970</b>

**PROPOSED REVISED ROWAN COUNTY CFR PLAN**  
**As of August 3, 2020**

<b>Department / Item</b>	<b>COUNTY EXPENSE</b>
<b>Emergency Services</b>	
Operative IQ Inventory - Software	1,400
Operative IQ Inventory - Hardware	4,500
Homeless	5,000
Food Storage Unit	13,222
PE for County Departments, Municipalities and	400,000
Courthosue Personnel	
Community Paramedics	112,500
<b>ESTIMATED TOTAL</b>	<b>536,622</b>
<b>ESTIMATED GRAND TOTAL</b>	<b>3,945,929</b>

**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:** Allen Cress, Interim EMS Director  
**DATE:** July 28, 2020  
**SUBJECT:** Approval of Four (4) New Positions for the COVID-19 Community Paramedic Program

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo	7/29/2020	Cover Memo
Expansion Worksheet	7/29/2020	Cover Memo

## **Rowan County COVID-19 Community Paramedic Proposal**

A COVID-19 Community Paramedic (CCP) will be designated to assist Rowan County residents who test positive for COVID-19 and want or need assistance in day-day activities while convalescing. The following are some of the highlights of the program.

COVID positive Rowan County residents are reported to the Rowan County Health Department (RCHD). The RCHD will contact known COVID positive patients for contact tracing and follow-up. The RCHD will offer the services of the CCP to the resident. It will be noted if the person opts in or out of the program. If the service is requested the CCP will be notified by the RCHD of the patient's contact information. This will assign the resident to the CCP in the same manner as a caseworker. The CCP makes contact and schedules a home visit within 24 hours of the request. Once face to face contact is made with the resident the CCP will perform basic medical evaluation and adjust that evaluation based on findings. The CCP examines the need for assistance in daily needs or other assistance by either aiding or referring to the proper resource. Based on the evaluation future visits will be scheduled. Follow-up with the resident's primary care provider will be facilitated as needed or indicated.

The CCP's will engage in individual and family outreach and education during the encounters. The CCP's will engage in Community Outreach and education while on duty and present in the public forum including scheduled engagements as well as random visits to areas of identified need. The CCP's will help as needed to combat the COVID-19 pandemic.

The CCP's engagement with the resident will end when the resident has reached a minimum of 14 days "post positive testing" and has been fever free for 72 hours. Considerations will be given to provide testing to the resident or other residents inside the quarantined home.

The resident's encounter is documented in Rowan County Emergency Services RMS as a CCP site visit and evaluation. Evaluations are at no cost, any treatment or supplies provided by Rowan County will be charged as a COVID expense.

If an EMS transport occurs as result of an evaluation, the need will be billed as would normally occur.

The CCP will not engage hospital "in patients" or congregate care residents but will act as a resource for these facilities and may follow patients/residents that are discharged within the observation period.

**ROWAN COUNTY**  
**EXPANSION WORKSHEET**  
**POSITION DETAIL - NON-LEO**

**2021 BUDGET YEAR**

Key in gray sections only

Department Name	EMS				
Position Title	Community Paramedic COVID-19				
Hours (per week)	40 (17.8804/HR)	Annual	\$37,191.17	Grade	13
Position Title, Salary, Grade - confirmed with Human Resources:		Yes		Yes	

<b>Salary &amp; Benefits</b>		Total Cost	CRF Reimbursement	Other Revenue	New County Funds Requested
Salary	4 mo. \$	12,397.06	\$ (12,397.06)	\$ -	\$ -
	\$1,200 /				
Hazard Pay	Mo \$	4,800.00	\$ (4,800.00)		-
	\$910 /				
Health Insurance	Mo	3,640.00	(3,640.00)	-	-
Medicare	1.45%	250.00	(250.00)	-	-
Retirement	10.21%	1,756.00	(1,756.00)	-	-
Social Security	6.20%	1,067.00	(1,067.00)	-	-
Workers Comp (Varies)	2.50%	430.00	(430.00)	-	-
401(k)	3.00%	516.00	(516.00)	-	-
Salary & Benefits/Position		24,856.06	(24,856.06)	-	-
Times 4 positions		x 4	x 4		
<b>Total Salary &amp; Benefits</b>		<b>99,424.23</b>	<b>(99,424.23)</b>	-	-
<b>Other Costs</b>					
Truck with medical		-	-	-	-
supplies/technology		68,150.00	(4,543.33)	-	63,606.67
Heart monitor/defibrillator		30,000.00	(2,000.00)	-	28,000.00
		-	-	-	-
Equipment Costs/2-person shift		98,150.00	(6,543.33)	-	91,606.67
Times 2 shifts		x 2	x 2		x 2
<b>Total Equipment Costs</b>		<b>196,300.00</b>	<b>(13,086.67)</b>	-	<b>183,213.33</b>
<b>Total Costs</b>		<b>\$ 295,724.23</b>	<b>\$ (112,510.89)</b>	<b>\$ -</b>	<b>\$ 183,213.33</b>

**Note:** The County will submit the remaining equipment costs for FEMA reimbursement. We feel FEMA will pay a portion of these costs. Also, the deadline for CFR expenditures may be extended in the future.



**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:** July 27, 2020  
**SUBJECT:** Budget Amendments

---

Please see the attached budget amendments.

Please approve the attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendments

**Upload Date**

7/28/2020

**Type**

Budget Amendment

## MENTAL REQUEST FOR BUDGET ACTION

**To disperse awarded funds from the Rural Health Grant.**

Reviewed:

[illegible]



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

EXPLANATION IN DETAIL:	To budget FY21 JCPC Level II funding awarded to Rowan County.
------------------------	---

BUDGET INFORMATION:

[illegible]



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
State Government Grant Revenue	R	1144330-434000-43341	1,000	
State Government Grant Expenditures	E	1154330-585074-43341	1,000	
State Government Grant Revenue	R	1144330-434000-43342	4,000	
State Government Grant Expenditures	E	1154330-585074-43342	4,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: <u>✓</u>		Approved: _____	Budget Revision # <u>01-130</u>	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: <u>7/10/20</u>		Date: _____	Posted by: _____	
Signature: <u>Heidi Heidrich</u>		Signature: _____	Approved by: _____	



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Date: 7-23-2020

[illegible]

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for several fiscal year 2020  
General Fund encumbrances

**BUDGET INFORMATION:**

[illegible]

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** July 28, 2020  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

August Board Appointments

**Upload Date**

7/28/2020

**Type**

Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**August 3, 2020**  
**COMMISSION MEETING**

---

**TOWN OF FAITH ZONING - ETJ**

Randy Riddle applied for reappointment as an ETJ member for the Town of Faith's Zoning Board. The term is for three (3) years and will expire on July 31, 2023.

**CITY OF KANNAPOLIS PLANNING - ETJ**

The City of Kannapolis recommends the reappointment of Paula Severt as an ETJ member to City's Planning Board. The term will expire December 31, 2022.

*Note:* There are approximately 63 advisory board vacancies.

[Home](#) / [Manage Applications](#) / [Mr Randy T Riddle](#)

## View Application

Application

 Renew

 Edit

 Delete

### Status

**Name**

Mr Randy T Riddle

**Application Date**

7/27/2020

**Expiration Date**

7/27/2022

**Board Member**

Randy T Riddle

**Status**

Validated

**Board**

Town of Faith Zoning - ETJ

**Vacancies**

0

**Status**

BoC Meeting

### Basic Information

**Name**

Mr Randy T Riddle

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Fair & Impartial

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

**Request for Waiver of Term Limits**

Yes



## Contact Information

**Address**

245 E Old Farm Road  
Salisbury, NC 28146

**Resident**

Yes

**Ward/District**

Faith ETJ

**Cell Phone**

704-798-5311

**Email**

golfsoccerbowling@yahoo.com

## Occupation

**Employer**

Retired

**Occupation**

Norfolk-Southern Corp

Home / Manage Applications / Paula G Severt

## View Application

Application

 Renew

 Edit

 Delete

### Status

**Name**

Paula G Severt

**Application Date**

6/26/2020

**Expiration Date**

6/26/2022

**Board Member**

Paula Severt

**Status**

Validated

Board	Vacancies	Status
City of Kannapolis - Planning	1	Pending

### Basic Information

**Name**

Paula G Severt

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have severed on the Kannapolis Planning & Zoning board for three years. I have agreed to serve one more year.  
Owner/Partner of Latern Realty and Development LLC  
Now serving on BOD of the local real estate association.

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

**Request for Waiver of Term Limits**

1

### Contact Information

**Address**

1310 Cannon Farm Rd  
China Grove, NC 28023

**Resident**

Yes

**Phone**

7042323433

**Cell Phone**

7042323433

**Email**

paulasevert@yahoo.com

## Occupation

**Employer**

Lantern Realty and Development LLC

**Occupation**

Realtor

**OnBoard2** - Powered by ClerkBase



July 28, 2020

Chairman Greg Edds  
Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, North Carolina 28144

Re: Extraterritorial Jurisdiction (ETJ) Appointment for the  
Kannapolis Planning and Zoning Commission

Dear Chairman Edds:

The purpose of this letter is to discuss the appointment of Mrs. Paula Severt to represent Rowan County's Extraterritorial Jurisdiction (ETJ) on the City of Kannapolis' Planning and Zoning Commission.

In accordance with G.S. 160A-362, ETJ representatives serving on the Planning and Zoning Commission are to be appointed by the Board of County Commissioners with jurisdiction over the area.

The Kannapolis City Council unanimously recommends and respectfully requests that the Rowan County Board of Commissioners appoint Mrs. Paula Severt to serve as the Rowan County ETJ representative for an additional three (3) year term. Mrs. Severt has served one (3) three-year term and is willing to serve again.

Sincerely,

A handwritten signature in cursive script, which appears to read "Bridgette Bell".

Bridgette Bell, MMC, NCCMC  
City Clerk

cc: Zac Gordon