



**ROWAN COUNTY COMMISSION AGENDA**  
**October 5, 2020 - 3:00 PM**

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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: September 21, 2020

**1 Consider Approval of Consent Agenda**

- A. Second Lease Amendment for Amos Aviation
- B. Lease Agreement With RSSS For Use of Morgan Elementary Parking Lot
- C. Sale of Ground Lease Hangar From Greene to Michael
- D. Schedule Quasi-judicial Hearing for CUP 01-20 for October 19, 2020
- E. Declare County-Owned Property Off McCleave Road As Surplus and Instruct Clerk to Advertise for Upset Bids

- F. Proposed New Policy for Rowan Transit
  - G. Carolina Family Connections Contract - Foster Care
  - H. Request Approval for OpenBroadband Contract for Broadband Expansion
  - I. Replacement of HVAC System Lower Unit (EMS) at Agricultural Building
- 2 Public Comment Period
- 3 Public Hearing: Solar Moratorium Ordinance
- 4 Public Hearing for CDBG-CV Application
- 5 Consider FSW-02-20: Patterson Request
- 6 Presentation By the Bogle Firm for Design Solutions Phase of CARES Act Project
- 7 Litter Report
- 8 Budget Amendments
- 9 Consider Approval of Board Appointments
- 10 Recess

*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:**

**DATE:**

**SUBJECT:** Provided By: Chaplain Michael Taylor

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**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** September 28, 2020  
**SUBJECT:** Consider Approval of the Minutes: September 21, 2020

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**ATTACHMENTS:**

**Description**

September 21, 2020 Minutes

**Upload Date**

9/30/2020

**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

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS September 21, 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**

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#### **Commissioners Participating:**

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

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

- Chairman Edds added a Declaration of Signatory Authority / Power of Attorney Regarding Federal ALE Easements as Consent Agenda item O. (Later during the meeting Chairman Edds noted he had added this topic to the Consent Agenda; however, the matter was discussed instead as agenda item #4a).
- Chairman Edds added a discussion regarding CDBG Coronavirus Program 2<sup>nd</sup> Round Funding as agenda item #8a.
- Chairman Edds added a discussion concerning the Board of Commissioners Meetings (whether to continue meeting virtually or return to the Commission's chambers). The issue was added as agenda item #10a.

- Vice-Chairman Greene added a request from Chris Sloop, Director of Rowan Soil and Water Conservation District, as item #4a. (The item was a Declaration of Signatory Authority / Power of Attorney Regarding Federal ALE Easements)

## **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

## **CONSIDER APPROVAL OF THE AGENDA**

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

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the September 8, 2020 Commission Meeting passed unanimously.

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

Commissioner Pierce 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. Award of Sidearm to Retiring Major Tim Wyrick**

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, Major Tim Wyrick has served as a member of the Rowan County Sheriff's Office since July 11, 1990, and has served as a law enforcement officer in NC for 30 years; and

WHEREAS, Major Tim Wyrick is retiring from the Rowan County Sheriff's Office effective September 29, 2020.

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

### **B. Award of Sidearm to Retiring Deputy Donnie Wagoner**

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, Deputy Donnie Wagoner started with the Rowan County Sheriff's Office in 1991 and again in 2004 for a combined total of 20 years as a Rowan County Sheriff's Deputy; and

WHEREAS, Deputy Donnie Wagoner is retiring from the Rowan County Sheriff's Office effective September 30, 2020.



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

C. Tax Settlement Statement Fiscal Year 2020

ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
IN ACCORDANCE WITH G.S. 105-321

STATE OF NORTH CAROLINA  
COUNTY OF ROWAN  
Tonya Parnell  
Rowan County Tax Collector

You are hereby authorized, empowered, and commanded to collect the 2020 and prior years taxes set forth in the tax records filed in the office of the Rowan County Tax Assessor, and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Rowan.

This order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

RESOLUTION APPROVING THE TAX ADMINISTRATOR'S ANNUAL SETTLEMENT  
FISCAL YEAR: 2020  
TAX YEAR: 2019 AND PRIOR YEARS

BE IT RESOLVED by the Board of County Commissioners of Rowan County that the following documents attached hereto are received and approved, consisting of the following:

- (1) Tax Collections Manager's Cumulative Collections Tax Report
- (2) Tax Collections Manager's Collections Summary
- (3) Tax Collections Manager's Real and Personal Property Tax Report
- (4) Tax Collections Manager's Utility Tax Report
- (5) Tax Collections Manager's Vehicle Tax Report
- (6) Tax Collections Manager's Table of Insolvents (2009)

- D. Tax Refunds for Approval
- E. Ratify Z 02-20
- F. Request to Execute Grant Documents - Innospec Project
- G. Interlocal Agreement with Municipalities for Property Tax Collection Services
- H. Lot Clearing and Rough Grading Request for Bids - Julian Road
- I. Dan Nicholas Park Rental House
- J. Boys and Girls Homes of NC Contract - Foster Care
- K. Children's Home Society of NC Contract - Foster Care
- L. Tax Refund - National Urgent Care, PA
- M. Shelter Guardians Construction Agreement and Lease Agreement
- N. R-CARE dba Comfort Keepers Contract - In-Home Aid
- O. Declaration of Signatory Authority/Power Of Attorney Regarding Federal ALE Easements (This item was initially placed on the Consent Agenda during Additions to the Agenda but was ultimately discussed as agenda item #4a)

## **2. SPECIAL RECOGNITION**

### **A. Department of Social Service Director Donna Fayko**

Chairman Edds praised Donna Fayko for the excellent job she had done for the past eight (8) years while serving as the Director for the Department of Social Services. Ms. Fayko had accepted a new position with New Hanover County where she would head the County's Health and Human Services Consolidated Agency.

Chairman Edds continued by highlighting Ms. Fayko's education and career accomplishments, which were numerous. Chairman Edds virtually "presented" Ms. Fayko a plaque for her service, which she would later pick up.

Edds expressed appreciation for Ms. Fayko, describing her as the epitome of professionalism with the Board. Chairman Edds said the Board was sad to see Ms. Fayko leave Rowan County but happy for her opportunity ahead.

Ms. Fayko said it had been an honor and privilege to serve Rowan County and she appreciated the support she had received from everyone.

Each Commissioner took an opportunity to individually praise and thank Ms. Fayko for her service.

Commissioner Klusman, also a member of the Board of Social Services, said most people were not aware of how hard Ms. Fayko worked and the responsibilities she shouldered. Commissioner Klusman shared her appreciation of Ms. Fayko and said she hoped the Board of Social Services could find someone "at least a portion as good as you."

### **B. Assistant County Manager/Finance Director Leslie Heidrick**

Chairman Edds praised and thanked Ms. Heidrick for twenty-three (23) years of service as Finance Director and seven (7) years as Assistant County Manager/Finance Director. Chairman Edds stressed the importance of the Finance Director's position and what an asset it had been for the Commissioners to be able to put their trust in Ms. Heidrick. Chairman Edds expressed appreciation for Ms. Heidrick for her work for the County and the community.

Chairman Edds continued by highlighting some of Ms. Heidrick's career accomplishments, which were numerous. Chairman Edds virtually "presented" Ms. Heidrick with a plaque for her service, which she would later pick up.

The Commissioners and County Manager Aaron Church each took a moment to express their personal appreciation for Ms. Heidrick's service and the excellent job she had done. Each Commissioner encouraged Ms. Heidrick to enjoy her retirement.

Ms. Heidrick said when looking back over time, she realized she had worked for nineteen (19) different elected officials and four (4) county managers. Ms. Heidrick



shared her appreciation of the Commissioners and for their leadership and support over the years. Ms. Heidrick commended the Finance Department and Human Resources Staff and said she was thankful for the privilege to have worked with them, as well as all the different county departments over the years.

### **3. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one else wishing to speak or having submitted written comments, Chairman Edds closed the Public Comment Period.

### **4. CONSIDER FSW 01-20 REQUEST FROM LAUREN MILLER**

Shane Stewart, Assistant Planning Director, presented the staff report for Family Subdivision Waiver (FSW 01-20). Property owner Frank "Gene" Nance along with his great niece Lauren Ewart Miller requested a waiver from Section 22-54 of the Subdivision Ordinance pertaining to the family subdivision standards to create and convey a new one (1) acre parcel from Parcel ID 360-027 located at the 6400-6500 Block of Faith Road. Mr. Nance and Ms. Miller provided background letters briefly describing their family history, relationship, and the request.

In 2016, the Board of Commissioners amended the Subdivision Ordinance to specify family subdivision waivers could be used in two (2) instances:

1. Where lots would be conveyed to family members outside the definition of immediate family (e.g. aunt / uncle, niece / nephew, and cousin).
2. Requests to create more than four (4) family lots for immediate family members.

All other deviations are subject to the variance process before the Board of Adjustment.

Mr. Stewart discussed the evaluation criteria contained in the staff report, as well as the provision in Section 22-54 of the Subdivision Ordinance that allows the Commissioners to authorize a waiver from the family subdivision requirements when, in its opinion, undue hardship may result from strict compliance. In granting any waiver, the Commissioners must consider:

1. Nature of the proposed subdivision.
2. Existing use of the land in the vicinity.
3. The number of persons to reside or work in the proposed subdivision.
4. Probable effect of the proposed subdivision upon traffic conditions in the vicinity.

Mr. Stewart commented that family subdivision waiver requests are infrequent and the added step of a waiver substituted the administrative review for a formal request before the elected board to ensure the spirit and intent was maintained. Mr. Stewart said Planning Staff had no objection to the request.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve FSW 01-20 passed unanimously.

#### **ADDITION**

##### **4a. DECLARATION OF SIGNATORY AUTHORITY/POWER OF ATTORNEY REGARDING FEDERAL ALE EASEMENTS**

Commissioner Greene said the Declaration of Signatory Authority pertained to a local farmer who would receive money from the State of North Carolina for the sale of commercial rights of their property. Commissioner Greene said the information would be added permanently to the deed and the Board was being asked to authorize County Attorney Jay Dees to handle the paperwork.

(At this point, Chairman Edds noted he had added this topic to the Consent Agenda as item O; however, the matter would be discussed instead as agenda item #4a).

Chris Sloop, Director of Rowan Soil & Water Conservation District, said he had come to the Board in April and received approval to file the easements under Rowan County. Mr. Sloop said he needed the Board to designate a signatory authority to sign the paperwork for the federal portion of the funds.

Chairman Edds moved, Commissioner Pierce seconded and the vote to declare County Attorney Jay Dees as the signatory passed unanimously.

##### **5. EXTENSION OF SOLAR MORATORIUM ORDINANCE CONSIDERATIONS**

Planning Director Ed Muire reported the current moratorium applicable to the creation or expansion of any new ground mounted solar energy system (having a panel area greater than 6,000 square feet) located in the County's planning jurisdiction was set to expire on October 6, 2020. Mr. Muire said based on discussion at the Commission's meeting held on September 8, 2020, the intent was to schedule a public hearing of the October 5, 2020 meeting to consider extending the moratorium.

Mr. Muire said Staff prepared the moratorium ordinance below for consideration but had not included the duration. It was the suggestion of Staff for the Commissioners to recommend a duration for the moratorium to include in the public hearing version of the ordinance. Typical time frames ranged between three (3) and six (6) months.

Chairman Edds asked if the Board needed to specify the duration during the current meeting. Mr. Muire responded yes and said the duration would be included in the structure of the notice; however, the duration could be amended during the public hearing.

Chairman Edds moved to extend the moratorium for six (6) months.



Commissioner Pierce asked if Planning Staff had received inquiries about any new solar farms. Mr. Muire said Staff had not received specific requests but he would categorize the inquiries as interest in where the County was in its efforts to update the ordinance. In response to Commissioner Greene, Mr. Muire said Staff was not allowed to accept any new applications in the way the moratorium was structured.

Commissioner Pierce asked if any solar farms had been approved that had not currently been constructed and Mr. Muire said there were possibly three (3). Mr. Muire said the conditional use permit had expired for two (2) of the applicants. The third was on John Rainey Road where some work had been done but did not have the interconnect. Mr. Muire did not think the solar farm was functioning at this point; however, it was at the point that the project was outside the scope of the Planning Department.

Commissioner Greene asked if any solar farms had been abandoned and were not in operation. Mr. Muire responded possibly the John Rainey Road site but he was not fully aware of the status.

At this point, Commissioner Pierce moved to second the motion of Chairman Edds to extend the moratorium for six (6) months. The motion passed unanimously.

The moratorium was submitted as follows:

An Ordinance to Extend the Moratorium for  
Establishing or Expanding Ground Mounted Solar Energy Systems  
In Rowan County's Planning Jurisdiction

WHEREAS, North Carolina General Statutes 153A-34 delegates the authority to govern Rowan County, NC to the Rowan County Board of Commissioners; and,

WHEREAS, North Carolina General Statutes 153A-340 (future codification as NCGS 160D-702) grants North Carolina counties the power to enact zoning and development regulations, "for the purpose of promoting health, safety, morals, or the general welfare;" and,

WHEREAS, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107) authorizes counties to adopt temporary moratoria on any development approval required by law provided the duration is reasonable to correct, modify or resolve such conditions necessitating the moratorium; and,

WHEREAS, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107(e)) allows for renewal or extension of a moratorium when the steps outlined in the course of action still remain or new facts and conditions warrant an extension; and,

WHEREAS, the COVID-19 pandemic is a condition that has affected every aspect of daily life for all U.S. citizens, prompting federal, state and local governments to initiate drastic changes to protect the public health, safety and welfare of the nation, North Carolina and Rowan County; and,

WHEREAS, the North Carolina General Legislature adopted Session Law 2020-3 (Senate Bill 704) on May 4, 2020, entitled "An Act to Provide Aid to North Carolinians In Response to the Coronavirus Disease (COVID-19) Crisis" authorizing a variety of measures and programs allowing for remote meetings;



extensions to permit deadlines; extensions for mandated legislative updates and adoption of local planning related ordinances; and,

WHEREAS, Rowan County has taken every precaution to protect not only its citizens, but also its employees by instituting a number of protective measures including remote meetings, but has observed instances where a lack of reliable internet service in parts of the County have prevented some of its citizens from participating in meetings; and,

FURTHERMORE, Rowan County is keenly aware this moratorium is of significant interest to its citizens and the solar industry and desires their input in the process in developing suggested text amendments to the Rowan County Zoning Ordinance; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Rowan County, North Carolina, does amend and extend the following:

Section 1. Title This ordinance shall be known and may be cited as the Ground Mounted Solar Energy System (Photovoltaic Array) Moratorium for facilities greater than six thousand (6,000) square feet in area located in Rowan County, North Carolina. Section 2. Problem Statement and Course of Action Pursuant to NCGS 153A-340(h)(1) (future codification as NCGS 160D-107(e)), the rationale for extending the six-month moratorium is substantiated by the following: a. The COVID-19 Pandemic has impacted the effectiveness and meaningful discussion that local government meetings have proffered. Inadequacy: Lack of internet connectivity in parts of the County; inability to share ideas and receive information from all interested parties in a virtual meeting format. b. The Land Use Plans for the Eastern Area, Western Area and the I-85 South Corridor of Rowan County did not consider or provide recommendations for locating ground mounted solar energy systems greater than 6,000 sq ft in area. Inadequacy: Recommendations or considerations for locating new ground mounted solar energy systems in the County's land use plans were not provided. c. The Commission has received complaints from property owners and residents adjoining said facilities during the construction phase related to dust and erosion, vehicular congestion and construction traffic, further exacerbated by a lack of adequate visual separation once operational. Inadequacy: Text amendments did not provide recommendations for dust and erosion and vehicular congestion during construction phase of the project. d. Amendments to the Rowan County Zoning Ordinance (RCZO) adopted March 4, 2013 applicable to said facilities did not adequately anticipate their proliferation and associated impacts related to scale, location, setbacks and screening / buffering. e. Due to the purported longevity of said facilities, the Commission has concerns about ongoing maintenance and decommissioning if no longer operational. Inadequacy: Although the County's proposed Decommissioning Plan establishes responsibility and framework for decommissioning, the County still desires to research issues related to executing the bond and options for designating a payee other than the County in land lease situations. Absent extension of this ordinance, it is anticipated the County will receive additional applications for these facilities that may create additional or continued conflicts with adjoining land uses. Given the amount of study invested in previous amendment preparations, the County was hopeful this recent extension would have been brief, but the COVID-19 pandemic significantly altered all aspects of daily life. The County believes another brief extension will allow adequate consideration by both the Planning Board and Board of Commissioners relative to the items listed in Section 2 of this Ordinance.

Section 3. Applicability Pursuant to the requirements of NCGS 153A-340(h)(2) (future codification as NCGS 160D-107(d)2), this ordinance shall apply to any and all properties in the planning and zoning jurisdiction of Rowan County, NC that submit an application(s) for a building or electrical permit, soil erosion and sedimentation control plan, conditional use or a zoning permit to establish or expand a ground mounted solar energy system (photovoltaic array) in excess of 6,000 square feet in area. These facilities are classified within Industry Group Number 491 in the 1987 Standard Industrial Classification (SIC) manual.



Extending the moratorium will provide the Rowan County Planning Board an opportunity to finalize text amendments that address the primary and secondary impacts associated with these facilities and prepare recommendations for the Board of Commissioners to consider as amendments to the RCZO and the Eastern Area, Western Area and the I-85 South Corridor Land Use Plans, as applicable.

Section 4. Moratorium Duration The extension of this moratorium ordinance shall be in effect for an additional \_\_\_\_ month time period beginning October 6, 2020 unless such revisions to the RCZO are adopted prior to the moratorium deadline enumerated in this section. The \_\_\_\_ month extension is reasonable to the extent that it allows the Planning Board to further study the items of 'inadequacy' identified in Section 2 of this Ordinance.

Section 5. Schedule of Actions Upon extension of this moratorium ordinance, the Rowan County Board of Commissioners will direct the Planning Board to update its recommended amendments to the RCZO standards based on this schedule. Depending on duration, the scheduled activities will coincide with the \_\_\_\_ month moratorium.

DATE	ACTION
	Planning Board will update DRAFT text amendments to the RCZO as directed herein
	Rowan County Planning Board will conduct a Courtesy Hearing on the DRAFT text amendments and provide its recommendation to the Board of Commissioners
	Board of Commissioners schedules Public Hearing for Planning Board's recommended DRAFT text amendments
	Board of Commissioners conducts Public Hearing

Section 6. Exception to Moratorium Provisions This moratorium does not apply to the rights of an individual to erect or place solar collectors on residential property as allowed per NCGS 153A-144.

Section 7. Effective and Termination Dates This ordinance shall be extended and enforced as of the 6th day of October, 2020 until \_\_\_\_, 202\_\_ unless its terms and duration are amended by the Rowan County Board of Commissioners.

## **6. MATRIX CONSULTING GROUP – DEVELOPMENT REVIEW STUDY PRESENTATION**

County Manager Aaron Church introduced Aaron Baggarly of Matrix Consulting Group (Matrix) to present the findings of their development review study of several county departments. Mr. Church said some of the recommendations had been implemented to a degree and if the Board wished to vote following the presentation, the County would move forward with the recommendations.

Chairman Edds added that the Board had decided months ago to look into the County's development process. Chairman Edds stated the County was in deep competition with other communities for companies that were looking to build or relocate their businesses. Chairman Edds said the County wanted to be efficient, predictable, easy and reliable with its development process. Chairman Edds stressed the Commissioners desire for the County to be the best in the region and to remain on lists for consideration by the companies looking to locate in a community. Chairman Edds expressed hope the municipalities in the County would follow suit.

Mr. Baggarly provided a power point and reviewed the following information:

## **Project Scope**

- Evaluate the development review and permitting functions in Building, Environmental Health, Environmental Management, Fire, and Planning.
- Analyze current processes and staffing needs.
- Assess technology needs related to development review.
- Feasibility assessment of a consolidated permitting department.

## **Project Methodologies**

- Develop an understanding of the unique operating environment from interviews and data collection.
- Develop an understanding of prior customer concerns and issues through an online survey and discussions.
- Develop a detailed profile of operations to document processes, management, staffing, and organizational structure.
- Best Practices analysis to identify where practices meet and do not meet industry best practices.
- Analysis of improvement opportunities focused on processes, staffing, efficiency of practices, quality of services provided, technology, etc.
- Analyzed the feasibility of a consolidated development and permitting operation.

## **Current Strengths**

- Building and Planning provide relevant information on their respective webpages.
- Review time for Building and Planning applications is 7 days.
- Building Inspectors complete between 12 and 18 inspections per day and record the results via tablets.
- Building and Fire staff coordinate well on plan review and inspections.
- Staff reports to appointed and elected bodies are robust.
- Strong collaboration between departments.

## **Technology Recommendations**

- Update the current permitting software system (EnerGov) and expand access and use to all development reviewers.
- Implement electronic plan submittals for all applications.
  - Incorporate online status tracking by applicant.
  - Provide online payment of review and permitting fees.
- Provide inspection requests through the permitting software.
- Establish a centralized development review webpage that acts as a digital one stop shop.

Commissioner Klusman referred to Environmental Health and asked what it would take to install the needed software and get those employees trained. Assistant County Manager/CIO Randy Cress responded the County had already started with the EnerGov solution. With regards to expansion, Mr. Cress said there were a few projects underway for the public side that affected the Building Inspections/permitting process. Mr. Cress said the County wanted to have the onsite and well/septic inspections within the



EnerGov platform. Mr. Cress said staff would be evaluating Food Inspections and the software being used. Mr. Cress said if there were any additional costs, staff would most likely bring them forward in the next fiscal year.

Chairman Edds asked if the improvements included iPads for the Environmental Health Inspectors to take into the field. Mr. Cress responded yes and continued by explaining how staff could work with the software provider to build out “like systems” where notes could be taken on iPads in the field. Mr. Cress said the same could apply to fire inspections, as well. Mr. Cress said the improvements looked very promising with regards to one solution and Energov.

Mr. Baggarly continued with the power point as follows:

#### **Process Improvement Recommendations**

- Consolidate the building plan review and permitting into a single process.
- Store all review comments in the permitting software system.
- Create and implement a special event application and permit.
- Develop a cost recovery goal associated with development review processes and operations.
- Update the County's fee schedule to support cost recovery goals.
- Adopt a Technology Fee to add to development review and permitting fees to account for software and technology upgrades

#### **Staffing Recommendations**

- Authorize one additional Senior Building Inspector and one additional Building Inspector position.
- Transition one Building Department support position to serve as the permitting software liaison.
- Reclassify the Planning Technician position to a Long-Range Planner position.
- Erosion Control Specialist moved from Environmental Management to Planning (July 2020) and expand engineering duties.
- Two dedicated Fire Inspector positions are required to perform Plan Review and Inspections.
- Maintain the 4 Environmental Health Specialist positions for Environmental Health.

#### **Consolidation Analysis**

- Initial and on-going operational costs would be greater with a consolidated approach than with the current organizational structure.
- Recommendation is to maintain the current organizational structure for development except as noted in the report.
- Opportunities exist to relocate Environmental Health and/or Fire Inspection staff to shared space with Building and Planning on the second floor of the 402 N. Main building

Mr. Baggarly applauded the County's current operations as most efficient for building and permitting.

Chairman Edds asked if there had been any conversations with Fire Inspections and Environmental Health about physically consolidating into one location and Mr. Baggarly responded not yet. Mr. Baggarly mentioned the challenges for those from Fire Inspections who also provided other fire and rescue services in the County. Mr. Baggarly said at this point the change might not be as feasible.

Commissioner Greene inquired as to whether county/municipal consolidation occurred across the State for inspections and permitting. Mr. Baggarly said there was not a "right" answer and he had seen every combination across the United States.

Chairman Edds asked how the fees were collected for the municipalities who turned over its inspections and permitting to the county. Mr. Baggarly said it was up to the municipality and county to work out the cost recovery goals in a manner that would not create an imbalance to the other municipalities.

Chairman Edds asked if the County was currently servicing any of its' municipalities. Planning Director Ed Muire said the County did not administer planning services to any of the municipalities except for oversight on the Flood Damage Prevention Program. Mr. Muire said the County's oversight for Flood Damage Prevention was for all municipalities with the exception of the City of Kannapolis and City of Salisbury. Mr. Muire said there had been a time when the County provided a certain number of hours per week for planning services to the Town of China Grove. According to Mr. Muire, the County had found as the economy began to pick up, the Town was paying less than what the total cost was. In closing, Mr. Muire agreed with Mr. Baggarly that the fee structure would determine how to recapture those monies.

Chairman Edds wondered if a conversation should be held with the municipalities about their interest in having the County perform their inspections and/or permitting. Chairman Edds suggested the conversation be pursued later with Mr. Muire, Mr. Church, the Commissioners and Mr. Cress.

Mr. Baggarly noted the County did provide building inspection and permitting services for all municipalities with the exception of Kannapolis and Salisbury.

Mr. Church confirmed the County provided building inspections for the City of Salisbury but the City provided its fire inspections. Mr. Church said the City had its' own fire inspectors and the County did not provide any planning services to the City of Salisbury.

Chairman Edds expressed appreciation to the employees in Building Inspections, which was headed by Thomas O'Kelly. Chairman Edds said he had heard from developers what a remarkable job the Department was doing under Mr. O'Kelly's leadership, and especially with its' seven-day turnaround time in permitting.



Chairman Edds continued by saying Matrix had identified three (3) areas of improvement to be considered. Chairman Edds suggested Mr. Church work with staff and bring the Board a plan in another month for implementation with recommendations for short-term, long-term and long-range goals, with long-range goals defined. Chairman Edds said part of the process had already begun with the promotion of Randy Cress to Assistant County Manager/Chief Information Officer. Chairman Edds said he was open to ideas from Mr. Church and Mr. Cress for the Board's logical next steps.

Commissioner Pierce said the implementation was a major undertaking and he felt more time was necessary to consider the information. Commissioner Pierce said budgetarily the Board should look at what it was able to do and he suggested a work session to consider the matter around the first of the year.

Chairman Edds agreed with Commissioner Pierce and said the Board may not want to take all of the recommendations from the consulting firm. Chairman Edds said he did not want to see the County move ahead to implement the recommendations but have staff review and categorize the recommendations as short-term, medium and long-range goals. Chairman Edds asked if the Commissioners would support staff looking at a three-tier plan and it would be up to the Board to determine what would be implemented.

Commissioner Pierce suggested a flow chart be created to provide a visual that would show the break-down of each department under consideration, what needed to be added to those departments, etc. Commissioner Pierce felt the Board should take its time with the undertaking and see how the economy looked for the next budget to determine what the County was capable of doing.

Chairman Edds asked Mr. Church if staff could work on a response to the report and bring the matter back to the Commissioners in thirty (30) days. Chairman Edds said the Board was not in a rush to move all the points but would like to have staff's sense of the plan. Mr. Church said staff could respond in thirty (30) days.

Chairman Edds thanked Mr. Baggarly for the presentation.

## **7. COMMERCIAL SUBSURFACE WASTEWATER TREATMENT FOR DAN NICHOLAS PARK CONCESSION**

Parks and Facilities Director Don Bringle said the Environmental Health Department determined back in July the existing septic system at Dan Nicholas Park (DNP) could not legally handle the waste from the new building. Architect Pete Bogle of The Bogle Firm was advised to hire a soil scientist/engineer to design a system that would work. The system was designed and a pre-bid meeting was held on September 15, 2020. The project consisted of tanks, pumps, delivery line and leach field installations.

The bid opening was held earlier in the day (2:00 p.m. on September 21, 2020) and the Commissioners were notified via email shortly thereafter of the bid results. Five (5) bids were received; however, one had to be disqualified.

Mr. Bogle presented the bid results as follows:

Contractors	Base Bid	Total
Barrett Environmental	\$44,850.00	\$44,850.00
Myers Septic	\$91,250.00	\$91,250.00
Stanley Environmental	\$68,045.60	\$68,045.60
Water Management of NC	\$56,000.00	\$56,000.00

Mr. Bogle recommended the bid be awarded to Barrett Environmental.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to award the bid to Barrett Environmental in the amount of \$44,850 passed unanimously.

#### **8. PRESENTATION OF BID TABULATION FOR COMMON SOLUTIONS – COVID-19 RELIEF FUND**

Architect Pete Bogle of The Bogle Firm discussed the bid tabulation for the COVID-19 Common Solutions and reported the low bid was received from Salcoa Contracting in the amount of \$441,485.00. Mr. Bogle noted that Salcoa had already signed the contract and that speed was of the essence in that the work must be completed by September 30, 2020.

The bids were received as follows:

LaFave's Construction Company	\$449,000.00
Salcoa Contracting	\$441,485.00
Vertex Construction Company	\$470,976.00

Commissioner Pierce moved to approve the Salcoa Contract (a copy of which is attached to these minutes for the record) and to empower the County Manager to sign the contract. The motion was seconded by Commissioner Greene and passed unanimously.

#### **ADDITION**

##### **8A. CDBG CORONAVIRUS PROGRAM 2<sup>ND</sup> ROUND FUNDING**

Assistant County Manager/CIO Randy Cress provided a power point presentation as he discussed a new round of funds to be administered by the North Carolina Department of Commerce on a first-come, first-serve basis. Mr. Cress reported North Carolina had a total of \$28.5 million in Community Development Block Grant Coronavirus (CDBG-CV) funding, which opened up on September 1, 2020.



Continuing with the power point, Mr. Cress captured additional details for the funding as follows:

- Allows up to \$900,000 per local government applicant with no matching fund requirement (Rowan County would be the applicant)
- The grant period for NC CDBG-CV Program projects is 30 months
- **CDBG-CV Requirements – National Objectives**
  1. Benefitting low and moderate income (LMI) persons
  2. Preventing or eliminating slums or blight
  3. Meeting other community development needs that are deemed to be urgent
- All NC CDBG-CV project activities will meet the urgent need national objective
- **Benefit to LMI persons:** may be either **direct** or **area-wide** benefit.
  - Direct benefits are those activities that serve certain persons (e.g., housing assistance).
  - Area-wide benefits are those activities that benefit communities and are not participant specific (e.g., neighborhood facilities).

#### **Allowable project area priorities**

- **Public service**
  - Subsistence payments to prevent evictions and utility disconnections
  - Food distribution, testing and diagnosis
- **Public Facilities**
  - Enhancing internet access that supports increased connectivity to schools, jobs, and healthcare
  - Building and rehabilitation or improvements to support activities such as repurposing buildings into patient
- **Economic Development**
- Provide financial assistance to businesses with 100 or fewer employees with focus to support businesses that manufacture medical supplies
- Help small businesses impacted by COVID-19 create and retain jobs

#### **Allowable Project Ideas**

- Grantees may provide a new or increased level of a public service that prevent, respond to, or prepare for COVID-19.
- Emergency payments - preventing homelessness.
- Utility payments - prevent eviction.
- Testing, diagnosis at a fixed or mobile location.
- Deliver meals for quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

#### **Public Facilities**

- Constructing a testing and diagnosis, or treatment facility.
- Rehabilitate a building to establish an infectious disease treatment clinic

- Broadband services, purchases to connect individuals to jobs, schools, financial institutions, and healthcare providers
- Support to food banks and food pantries.

### **CDBG-CV 1<sup>st</sup> Round Funding Importance**

- There are 24 entitlement municipalities within North Carolina that include: Salisbury and Kannapolis that received money directly from HUD.
- These LMI areas are not in scope for funding requests for 2<sup>nd</sup> Round Funding
- Requests can be reviewed individually with the NC Program Office for eligibility.
- These municipalities received funding directly and performed their own grant application process.
- Salisbury received \$168,950 on April 2, 2020 and has already provided awards to non-profits for services related to prevent, prepare for, and respond to COVID-19.

### **LMI Areas Based on Census Tracts in Rowan County**



### **Local Government Roles and Responsibilities**

- **Management and Oversight:** The elected officials are legally, financially, contractually, and programmatically responsible for the CDBG project.
- **Financial Management:** The local government must ensure proper accounting of funds to avoid disallowed costs.
- **Statement of Assurances and Certifications:** The local government elected officials and administrators should read and understand these documents and the implementation obligations.
- **Grant Agreement (24 CFR Part 570.501 and .502):** If awarded, the local government will receive a grant agreement and funding approval from the State.



**Use of An Experienced CDBG Administrator** (can come out of the grant funds with no out of pocket).

- If awarded, the local government applicant must have the capacity to administer the proposed project:
  - own CDBG-experienced staff (Rowan does not have this)
  - CDBG-experienced consultant (Rowan has used this option in the past)
  - Council of Government or non-profit
- “Experienced” to administer proposed project for this application is defined as someone who has administered more than one CDBG project.

### **Public Hearing and Application Review Process**

- Two public hearings are required
  - First is at the onset
  - Second is for final selection of applications and prior to submission to the State

Define a review process for applications prior to submission to the state

- BoC Options:
  - BoC reviews all applications and makes the selection
  - BOC can appoint a CDBG-CV review team to receive and score applications, BOC makes final decision
- Set Parameters and priorities on applications
  - Allow all State priority areas or focus on specific ones for Rowan County
  - Set minimum and maximum dollar thresholds for applicants
  - Example: limit applications to non-profits already receiving annual appropriations

Chairman Edds referred to the limitation for applications to non-profits and asked whether the Commissioners would be held civilly and financially liable for how the funds were used and Mr. Cress responded yes. Mr. Cress added that there were performance ties and reporting that would go through the CDBG Administrator; however, the Board would be on the “on the hook” for the amounts that would be allocated to non-profits.

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

### **Board of Commissioners Next Steps**

- Decide on path of Rowan County wishing to accept applications for review for submission as a Grant application to the State for CDBG-CV
- If yes,
  - County Staff will draft an RFP for Services for CDBG Grant Writing and Review Services for approval on October 5th BoC Meeting

- Board would approve application process and parameters at next board meeting (Staff would adjust application as needed)
- Propose the first of two required public hearings for October 5th BoC Meeting
- Define and approve a CDBG-CV Review Team (if desired) that will be utilized to score applications received; with BoC rendering final decision.

- If no, no additional action is needed.

In response to inquiries from Commissioner Greene and Klusman, Mr. Cress discussed the first round of funding that went to 24 entitlement municipalities, which included the City of Salisbury and Kannapolis. Mr. Cress said those entities were not within the scope for the second round of funding. Mr. Cress reported that non-profits would not be excluded for being based in Salisbury but rather who the service was being provided to. The grantees may provide a new or increased level of a public service that prevented, responded to, or prepared for COVID-19.

Chairman Edds said the question before the Board was whether the County wanted to pursue non-profit opportunities, or, did the County want to do a combination of government facilities and non-profits. Mr. Cress said if the funds were utilized for the County, the grant writing and review services would still be needed, the public hearings must be held and the review team would most likely be the Board of Commissioners.

A lengthy question and answer period continued with Mr. Cress and County Manager Aaron Church providing clarification as to the information contained in the presentation, the application process and how the funds could be used.

Chairman Edds asked County Attorney Jay Dees if the Board should vote yes (in accordance with the next steps as outlined in the power point). Mr. Dees responded in the affirmative and said the Board should vote to schedule the public hearing.

Commissioner Klusman moved to say "yes" and the motion was seconded by Commissioner Pierce.

Chairman Edds confirmed for Commissioner Caskey the Board was voting to apply for the second round of funds but not deciding how the funds would be spent.

Mr. Church asked if the Board would add to one of the motions to authorize staff to do an RFP for the grant writing as he believed it may be covered under the grant if the CDBG guidelines were followed.

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



Commissioner Pierce moved to put out an RFQ for a CDBG grant writer and to set the first public hearing for October 5, 2020. The motion was seconded by Commissioner Klusman and carried unanimously.

## **9. FINANCIAL REPORTS**

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

- Annual Cumulative Current Year Property Tax Comparisons as of July 2021 – \$3,592,978
- Annual Cumulative Sales Tax Comparisons as of May in FY '20 - \$25,950,552
- Monthly Sales Tax Comparisons as of May in FY '20 - \$2,584,115
- Annual Cumulative Revenue Comparisons as of August 2021 - \$6,663,791
- Annual Cumulative Expenditure Comparisons as of August 2021 - \$21,675,168

## **10. LITTER REPORT**

Chairman Edds highlighted the litter report in the agenda packet and noted Rowan County Staff removed 12,780 pounds of roadside debris and litter during the two-week period beginning Monday, August 24, 2020 through Friday, September 4, 2020. The Rowan County Solid Waste Enforcement Program resulted in three citations issued for illegal dumping during the month of August.

## **ADDITION**

### **10a. DISCUSSION REGARDING BOARD OF COMMISSIONERS MEETING**

As a result of the COVID-19 Pandemic, the Board of Commissioners had met virtually (since March) in order to protect its citizens and the County's employees.

Chairman Edds questioned the Board's comfort level with returning to the Board's meeting room. Chairman Edds said staff could create a configuration that would give the members and the public separation.

Commissioner Pierce said he was agreeable with the preference of the majority.

Commissioners Greene and Caskey preferred to return to the board room at the next meeting.

Commissioner Klusman said she would not return until she was able to receive a vaccination for the Coronavirus.

County Attorney Jay Dees reminded the Board that all the rules for Zoom meetings would apply if one (1) board member was participating virtually.

By consensus, the Board was agreeable to return to meeting in the board room at the next meeting, which was scheduled for October 5, 2020. Chairman Edds said he would

work with the Clerk to the Board to create a set up that was acceptable in accordance with CDC guidelines.

#### **11. CLOSED SESSION**

Chairman Edds moved the Board into Closed Session at 9:08 p.m. pursuant to North Carolina General Statute § 143-318.11(a)(5) to consider a real estate transaction. The Board returned to Open Session at 9:44 p.m. No action was taken.

#### **12. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 9:45 p.m. The motion was seconded by Commissioner Caskey and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board



# AIA Document A104™ – 2017

*This contract was not in the agenda packet but was approved during agenda item #8. Attached to the minutes for the record.*

## Standard Abbreviated Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand Twenty (2020)  
(In words, indicate day, month and year.)

*Cassidy Baizer*  
9-29-20

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)  
Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

This document has important  
legal consequences.  
Consultation with an attorney is  
encouraged with respect to its  
completion or modification.

and the Contractor:  
(Name, legal status, address, and other information)  
Salcoa Contracting, Inc.  
601 Hedrick Street  
Salisbury, NC 28144

for the following Project:  
(Name, location and detailed description)  
COVID-19 Relief Fund, Common Solutions  
Multiple County Owned Facilities

This project consists of purchasing a variety of items meant to help curb  
the spread of COVID-19, and installing these items within multiple  
facilities owned by Rowan County.

**The Architect:**  
(Name, legal status, address, and other information)  
Bogle Firm Architecture, PLLC  
110 N Main Street, Suite 200  
Salisbury, NC 28144

The Owner and Contractor agree as follows.

Init.



## TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
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12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐

The date of this Agreement.

☐

A date set forth in a notice to proceed issued by the Owner.

Init.





Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

September 28, 2020

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 2.2** The Contract Time shall be measured from the date of commencement.

### **§ 2.3 Substantial Completion**

**§ 2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*



Not later than ( ) calendar days from the date of commencement of the Work.



By the following date: December 30th, 2020

**§ 2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

### **ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*



Stipulated Sum, in accordance with Section 3.2 below



Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below



Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

**§ 3.2** The Stipulated Sum shall be Four Hundred Forty One Thousand, Four Hundred Eighty Five dollars (\$ 441,485.00 ), subject to additions and deductions as provided in the Contract Documents.

Init.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

**§ 3.2.2** Unit prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price 1A: Motion Sensor Flush Valve	0	\$110
Unit Price 1B: Motions Sensor Faucet	0	\$110
Unit Price 1C: Motion/Timer Wall Switch	0	\$38

**§ 3.2.3** Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

Item	Price
General Contingency	\$10,000

### **§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A

### **§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A

### § 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed  
N/A

(\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

N/A

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

§ 3.4.3.3 Unit Prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Item	Price
N/A	

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

Init.



§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

\$250 per day.

Rowan County will not hold GC responsible for liquidated damages for items that are back-ordered beyond the GC's control. GC will make every effort to select products that will show up in time to be installed prior to the December 30th deadline.

## ARTICLE 4 PAYMENT

### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the FIRST day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the LAST day of the SAME month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than THIRTY ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

10% retainage on each Pay Application up to a maximum of 5% of the Stipulated Sum (\$37,950)

See Supplementary Condition 9.3.1.3.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

### § 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

Init.

- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 21.6 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**§ 6.1.4 The Specifications:**

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See attached Table of Contents for Specifications

Section	Title	Date	Pages
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**§ 6.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

No drawing sheets are included in this Project

Number	Title	Date
--------	-------	------

**§ 6.1.6 The Addenda, if any:**

Number	Date	Pages
Addendum #1	9.11.2020	1
Addendum #2	9.14.2020	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:**

**.1 Other Exhibits:**

*(Check all boxes that apply.)*

☐

Exhibit A, Determination of the Cost of the Work.

☐

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐

The Sustainability Plan:

Init.



Title	Date	Pages	
<div><input type="checkbox"/> Supplementary and other Conditions of the Contract:</div>			
Document	Title	Date	Pages

- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective

professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.



### **§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## **ARTICLE 8 OWNER**

### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's



capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

## **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

## **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.



## § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

## § 9.8 Contractor's Construction Schedules

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

## § 9.9 Submittals

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

## § 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## § 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

## § 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.



### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.



§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.



§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

#### ARTICLE 15 PAYMENTS AND COMPLETION

##### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

##### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;

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- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

**§ 15.2.3** When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 15.2.4** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 15.2.5** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### **§ 15.3 Applications for Payment**

**§ 15.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### **§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.



**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 15.6 Substantial Completion**

**§ 15.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.



§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.



The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

## **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million (\$ 2,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and



.5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than two million (\$ 2,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000 ) each accident, five hundred thousand (\$ 500,000 ) each employee, and five hundred thousand (\$ 500,000 ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ N/A ) per claim and (\$ ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ N/A ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ N/A ) per claim and (\$ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.



#### § 17.1.14 Other Insurance Provided by the Contractor

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
See Supplementary General Conditions, page 8, for full details of required Insurance coverages.	

#### § 17.2 Owner's Insurance

##### § 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

##### § 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.



#### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

#### § 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

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#### § 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

#### ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it



promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### **§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 19.4 The Owner's representative:**

*(Name, address, email address and other information)*

Don Bringle

130 W. Innes Street

Salisbury, NC 28144

don.bringle@rowancountync.gov

### **§ 19.5 The Contractor's representative:**

*(Name, address, email address and other information)*

Josh Triplett

601 Hedrick Street

Salisbury, NC 28144

jtriplett@salcocontracting.com

704.638.2357



§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

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## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the

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Init.



Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### **§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### **§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

### **§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes



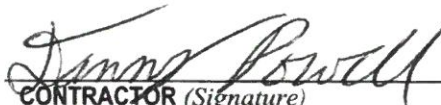
- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Aaron Church, County Manager  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**CONTRACTOR** (Signature)

Danny Powell, President  
\_\_\_\_\_  
(Printed name and title)

Init.



# AIA Document A104™ – 2017 Exhibit A

## Determination of the Cost of the Work

**for the following PROJECT:**

*(Name, location and brief description)*

COVID-19 Relief Fund, Common Solutions

Multiple County Owned Facilities

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

**THE OWNER:**

*(Name, legal status, address and other information)*

Rowan County

130 W. Innes Street

Salisbury, NC 28144

**THE CONTRACTOR:**

*(Name, legal status, address and other information)*

Salcoa Contracting, Inc.

601 Hedrick Street

Salisbury, NC 28144

**THE ARCHITECT:**

*(Name, legal status, address and other information)*

Bogle Firm Architecture, PLLC

110 N Main Street, Suite 200

Salisbury, NC 28144

### ARTICLE A.1 COSTS TO BE REIMBURSED

#### § A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.1.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

#### § A.1.2 Labor Costs

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.



**§ A.1.2.2.1** Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:  
*(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)*

**§ A.1.2.3** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ A.1.2.4** Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2.

**§ A.1.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ A.1.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement.

**§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ A.1.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ A.1.4.2** Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ A.1.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ A.1.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section A.1.8.1, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ A.1.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ A.1.5.4** Costs of the Contractor's site office, including general office equipment and supplies.

**§ A.1.6 Miscellaneous Costs**

**§ A.1.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.



§ A.1.6.1.1 Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ A.1.6.1.2 Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ A.1.6.2 Sales, use, or similar taxes, imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ A.1.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.

§ A.1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3.

§ A.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.

§ A.1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ A.1.6.6 Costs for communications services, electronic equipment, and software directly related to the Work and located at the site, with the Owner's prior approval.

§ A.1.6.7 Costs of document reproductions and delivery charges.

§ A.1.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ A.1.6.9 Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ A.1.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ A.1.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § A.1.7 Other Costs and Emergencies

§ A.1.7.1 Other costs incurred in the performance of the Work with the Owner's prior approval.

§ A.1.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § A.1.8 Related Party Transactions

§ A.1.8.1 For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which



any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ A.1.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article A.4.

## **ARTICLE A.2 COSTS NOT TO BE REIMBURSED**

**§ A.2.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A.1.2.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided written approval before such costs are incurred;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article A.1;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section A.1.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article A.1; and
- .8 Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## **ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS**

**§ A.3.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ A.3.2** Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ A.4.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ A.4.2** When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the



Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.4.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

#### **ARTICLE A.5 ACCOUNTING RECORDS**

**§ A.5.1** The Contractor shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.2** When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner's auditors a final accounting of the Cost of the Work.

**§ A.5.3** The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

**§ A.5.4** If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

**§ A.5.5** If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Valerie Steele, Airport & Transit Director  
**DATE:** 9/21/2020  
**SUBJECT:** Second Lease Amendment for Amos Aviation

---

Amendment to remove upstairs office space from lease agreement per email request received from Davey Amos on Monday (8/31) stating "informing September 30, 2020 will be the last day Amos Aviation will be renting the upstairs office."

Approve for signature.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Lease Amendment	9/21/2020	Exhibit

NORTH CAROLINA

ROWAN COUNTY

SECOND AMENDMENT  
LIMITED FIX BASE OPERATOR AGREEMENT

THIS SECOND AMENDMENT TO LIMITED FIX BASE OPERATOR AGREEMENT is made as of the \_\_ day of \_\_\_\_\_, 2020 by and between Rowan County, a body politic (“Lessor”), and Amos Aviation, a sole proprietorship (“Lessee”).

WHEREAS, Lessor and Lessee have previously entered into that certain Limited Fixed Base Operator Agreement dated March, 2017, and a First Amendment to Limited Fixed Base Operator Agreement dated October 2018 (collectively the “Agreement”); and

WHEREAS, The Agreement is currently in the Renewal Period which shall terminate on the 31<sup>st</sup> day of March 2022 unless otherwise extended by written agreement between the parties; and

WHEREAS, on or about August 31, 2020, Lessee sent Lessor an email indicating its desire to terminate that portion of the LFBO for lease of the upstairs office space at Mid-Carolina Regional Airport.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree to amend the Agreement as follows:

1. Article II(A)(2) to be deleted in its entirety.
2. Article VI(A)(1) delete the last sentence referencing the lease of space in Article II(A)(2). The rest of Article VI(A)(1) shall remain as written.
3. Except as expressly modified and amended by this Second Amendment, the Agreement remains in full force and effect according to its terms.



**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed and delivered this First Amendment to the Agreement on the date set forth above.

LESSOR: ROWAN COUNTY

BY:

---

Gregory C. Edds, Chairman

LESSEE: AMOS AVIATION, a sole proprietorship

BY:

---

Davey Amos, Owner

**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:** September 22, 2020  
**SUBJECT:** Lease Agreement With RSSS For Use of Morgan Elementary Parking Lot

---

The Board of Commissioners adopted a Resolution on June 17, 2019 in memory of fallen Officer Robert Y. Clement. The Resolution requested the NC Department of Transportation name Bridge #141 on Stokes Ferry Road over South Second Creek in Salisbury as the "**Officer Robert Y. Clement Bridge**".

The NC Department of Transportation has scheduled the dedication ceremony for Friday, October 23, 2020 at 11:00 a.m. Since there is not space near the bridge to hold the ceremony, Rowan-Salisbury School System (RSSS) has graciously agreed to allow the use of the nearby parking lot at Morgan Elementary School. In the event of inclement weather, RSSS will allow the event to move indoors to either an auditorium or media center, if needed.

Attached is a Lease Agreement from RSSS for the use of the Morgan Elementary School for this special ceremony honoring fallen Officer Robert Y. Clement.

County Attorney Jay Dees has reviewed the lease and recommends authorizing Chairman Edds to sign the Lease Agreement, which is at no charge to the County.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Lease Agreement	9/22/2020	Cover Memo



**ROWAN-SALISBURY SCHOOLS**
**LEASE AGREEMENT**

AGREEMENT IS MADE by and between Rowan-Salisbury Board of Education hereinafter called "RSS" and "Lessee" to lease the facility listed below.

Lessee Name <b>ROWAN COUNTY GOVERNMENT</b>		
Street Address: <b>130 WEST INNES STREET</b>		
City: <b>SALISBURY</b>	State: <b>NC</b>	Zip: <b>28144</b>
Business Phone: <b>704-216-8181</b>	Cell Phone:	

NAME OF SCHOOL FACILITY: **MORGAN ELEMENTARY SCHOOL**

PURPOSE: **BRIDGE NAMING DEDICATION CEREMONY FOR FALLEN OFFICER ROBERT Y. CLEMENT – TO BE HELD IN PARKING LOT (OR AUDITORIUM IN THE EVENT OF INCLEMENT WEATHER)**

FACILITY LEASED: [ ] Gym, [ ] Auditorium, [ ] Media Center, [ ] Cafeteria, [ ] Other: Describe:

EQUIPMENT: The RSS agrees to let the Lessee use the following equipment: N/A

[ ] Folding tables [ ] Public address system [ ] Scoreboard controls  
 [ ] Folding chairs [ ] Stage lighting equipment [ ] Other: \_\_\_\_\_

SCHEDULE FOR FACILITY USE										
Date		Time			No. Hrs.	Date		Time		
<b>10-23-2020</b>	From	<b>9:00 am</b>	to	<b>1:00 pm</b>	4		From		to	
	From		to				From		To	
	From		to				From		To	
FEES	School-Related		Non-Profit			Commercial			# Hrs.	Rental Fee
Facilities Fee – Elem. & Middle	No Charge		\$53/hour/min. 4 hr block			\$106/hour – min. 4 hr block			X	<b>N/A</b>
Facilities Fee – High School	No Charge		\$95/hour/min. 4 hr block			\$190/hour – min. 4 hr block			X	
RSS Staff Member	No Charge		\$25/hour/person/min 4 hr. block			\$25/hour/person – min. 4 hr. block			X	
Technician/Other	No Charge		TBD			TBD			X	
Athletic Fields	Free		\$550/5 hrs or 7%			\$1000/5 hrs. of 10%				
Lights	No Charge		\$50/hour			\$70/hour			x	
<b>TOTAL RENT</b>										

**\* Security must be provided. Property must be maintained during and after use. Trash will be disposed of daily.**

**TERMS AND CONDITIONS:**

- All Rental Fees must be paid not less than seven (7) days in advance of the scheduled use. Checks must be sent to the Operations Department for all fees charged and made payable to Rowan-Salisbury Schools.
- The Lessee may not assign or sublet the use of the facility.
- Check Processing Fee. Lessee agrees to pay a fee of \$35 for a bad check.
- Lessee agrees to obey the Rowan-Salisbury Schools' Rules including the Community Use of Facilities, Policy 5030.
- Lessee understands and agrees that if schools are closed due to inclement weather, Lessee may not use the facility. RSS will refund any fees paid or re-schedule the event.
- Lessee agrees not to turn on any ventilator fans.
- Lessee agrees to pay for the repair or replacement of any RSS property, real or personal that is damaged arising from its use of this facility.
- Lessee agrees to hold RSS, its employees and agents, free harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of its use of this facility as provided by NCGS §115C-524.
- Certificate of Insurance. Lessee agrees to provide a certificate of Insurance to certify that it has not less than \$1,000,000 in comprehensive general liability and property damage coverage insurance in force and effect to pay claims arising from its use of this facility.

<b>LESSEE:</b>	<b>ROWAN-SALISBURY SCHOOLS SCHOOL ADMINISTRATOR/ASST. PRINCIPAL</b>	<b>ROWAN-SALISBURY SCHOOLS ASSISTANT SUPERINTENDENT</b>
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Attest: _____	Approval Date: _____	Approval Date: _____

Forward an electronic or paper copy to Rowan-Salisbury Schools, Operations Office, PO Box 2349, Salisbury, NC 28145-2349. One copy will be returned to the School Administrator after approval.

## **LEASE AGREEMENT INFORMATION**

1. **Heat and/or Air Conditioning:** RSS will provide minimal heat or air conditioning after normal school hours unless Lessee requests that RSS provide heat/air conditioning and agrees to pay the fee listed above. In consideration for the payment of the additional fee, RSS will heat the facility to between 68 and 72 degrees or will cool the facility to between 74 and 78 degrees. RSS will not adjust the temperature for any Lessee outside of these ranges.
  
2. **Check Processing Fee:** In accordance with N.C.G.S. 6-21.3, "Civil Remedies for Returned Check", RSS charges and Lessee agrees to pay a check processing fee of \$35 if Lessee knowingly issues and delivers to RSS or a school, a check drawn on any bank that refuses to honor the check because of insufficient funds on deposit in or credit with the bank with which to pay the check. Any Lessee who fails to pay the face amount of the check, and the \$35 processing fees imposed by the Board of Education within 30 days following written demand therefore shall be liable to the Board for: (1) the amount owed on the check, the service charges, and processing fees; and (2) for additional damages of three times the amount owed on the check, not to exceed \$500.00 or to be less than \$100.00.  
  
In addition, RSS shall not accept the Lessee's check for any future fees or charges until the amount due plus all fees and charges are paid in full.
  
3. **Insurance:** Lessee agrees to obtain at its own expense and keep in full force and effect public liability insurance with a company licensed to do business in North Carolina with minimum limits for bodily injury \$1,000,000.00 for each occurrence; for property damage \$100,000.00 for each occurrence and \$1,000,000.00 aggregate liability; and contractual liability insurance applicable to the indemnification provisions of the lease. The Lessee shall furnish RSS with a certificate of liability insurance, not less than FIFTEEN (15) days prior to the first day of the lease term, certifying that insurance hereto required is in force and will remain in full force and effect during the use or occupancy of the leased premises under this lease. If a correct and proper insurance certificate has not been received by RSS two weeks prior to the Lessee's event, then RSS has the option of either writing the insurance at Lessee's expense or cancelling the lease. Insurance shall be issued by a reputable and responsible insurance company writing the type of insurance required by this Lease Agreement in North Carolina and such insurance company shall carry a "Best's" rating of at least A+. Workmen's Compensation insurance shall be carried within statutory limits and all states endorsement.
  
4. **Cancellation by Lessee:** Lessee may cancel this lease for ANY cause provided FIFTEEN (15) days notice in advance is given to RSS. If notice required by this section is not provided, the Lessee shall forfeit (50) percent of the use charge or rental fee. Lessee agrees also to reimburse RSS for all expenses incurred by RSS in connection with the event covered by this agreement.
  
5. **Cancellations and Suspension by RSS:**
  - 5a Any misrepresentation in obtaining this agreement shall be sufficient grounds for immediate cancellation of this lease by RSS, without liability of RSS, without obligation of RSS to refund any deposit paid by Lessee, and without loss of any right of RSS against Lessee.
  - 5b RSS may cancel this lease for ANY cause provided ten (10) day notice is given to the Lessee in writing.
  - 5c Lessee's privilege to use school facilities may be suspended by RSS for violations of any of RSS's rules and regulations for the use of school facilities, Attachment A, for such period of time as deemed appropriate by the appropriate school official, subject to the review of the superintendent and Board of Education.
  - 5d In the event school is closed by RSS due to inclement weather; the Lessee's use shall be suspended for that day (or days). RSS agrees to refund any fees paid for the use on the date(s) school is closed or to reschedule the use on another date(s) by mutual agreement of the parties.
  
6. **Observance of Laws, Policies, and Regulations:** The Lessee and its agents, guests, and employees will observe and comply with all laws, policies, and regulations adopted or established by the United States, the State of North Carolina, the City of Salisbury, Rowan County, and RSS for the use of school facilities (Attachment A) and with all rules and regulations of the Rowan County Health Department, and Salisbury Police and Fire Departments. Lessee will obtain at its own expense all licenses, permits and union and trade organization clearances required by any public body or by contact for use by the Lessee of the leased premises.



7. **Staffing:**

7a If rent, as set forth in paragraph 4 of this Lease Agreement, covers the cost of staffing including but not limited to the cost of custodial personnel, security personnel, supervisory personnel, and/or technicians, arrangements for all such personnel shall be made by RSS and such personnel will be staffed as determined by Lessee and charges for such personnel shall be paid by Lessee in advance per the staffing rates set forth in paragraph 4 above.

7b RSS shall have the right at all times to control its personnel during the lease of its facility.

8. **Advertising:** Lessee agrees that all advertising of the event will be honest and true to the best of Lessee's knowledge.

9. **Control of Facility:** RSS reserves for its principals and employees the right to enter any and all areas of said facility at any time and on any occasion. RSS reserves the right to control the management of leased facility and to enforce all necessary and proper rules for the management and operation of the same. RSS, its employees, agents, including law enforcement officers, reserves the right to remove from the rented facility any and all persons who violate the rules and regulations of RSS, ATTACHMENT A, and any Federal, State and Local laws, ordinances or codes. RSS reserves the right to close down any event that threatens the safety of persons or RSS property, real or personal. Lessee waives any and all claims for damages against RSS, its agents and employees, arising out of or resulting from the ejection of any person from the leased facility.

10. **Copyright Fees:** Lessee warrants that all copyrighted materials to be performed under this agreement have been duly licensed or authorized by the copyright owners or their representatives and the Lessee agrees to be responsible for all license and royalty fees incurred by reason of the performance and to indemnify and hold RSS and the leased facility harmless from any and all claims, losses, or expenses, including reasonable attorneys' fees, incurred with regard thereto.

11. **Building or Equipment Defacement:**

11a The Lessee agrees not to damage, mark, or in any manner deface the leased facility or its equipment and shall not cause or permit anything to be done whereby the said premises or its equipment shall be in any manner injured, damaged, marred or defaced (ATTACHMENT A), nor shall Lessee be allowed to make any alteration of any kind therein without express permission of RSS. Damage to building or its equipment shall be solely liability of the Lessee who agrees unequivocally to reimburse RSS for the cost of repairing any damage to the building, or repairing or replacing any equipment that is damaged as set forth in paragraph 11(b).

11b If the leased premises or any portion of the facility is damaged by the act, omission, default or negligence of the Lessee or the Lessee's agents, subcontractors, employees, patrons, guests or any other person admitted to said premises by the Lessee, the Lessee will pay to RSS, upon demand, in cash a sum equal to the cost of repairing and restoring real property damaged to its condition as of the commencement of this lease and/or repairing or replacing any furniture, equipment or other personal property damaged to their condition as of the commencement of this lease.

12. **Loss of Use of Building:** In the event that premises leased by this contract or any part thereof shall be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, or other unforeseen occurrence shall render the fulfillment of this contract by RSS impracticable, RSS shall not in any case be liable to responsible to Lessee for any damage or loss caused thereby. If because of an emergency such as, but not limited to, to air raid, air air-raid warning, a curfew, a riot, civil disorder, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is cancelled or terminated, RSS shall not be liable or responsible to the Lessee for any loss or damage caused thereby.

13. **Indemnification:**

13a Lessee shall be liable for all damage to the leased facility incident to Lessee's rental of the facility, exclusive of reasonable wear and tear, and shall indemnify RSS for expenses arising out of or resulting from such damage.

13b Lessee shall indemnify and hold harmless RSS, its agents and employees, servants, and officials from any and all claims, demands, losses, and expenses, including reasonable attorney's fee, arising out of or resulting from claims or suits for bodily injury, including death, or property damage arising out of or in any way resulting from the Lessee's rental and use of the facility.

14. **Responsibility for Lessee's Personal Property:** RSS shall not be responsible for any loss or damage to personal property belonging to Lessee, its servants, agents, subcontractors, guests, patrons, or invitees, and the Lessee shall hold RSS harmless from any and all claims arising out of loss or damage to such personal property. The Lessee shall remove from the leased premises immediately upon the termination of this lease all property belonging to the Lessee or by persons associated with the Lessee in its use and occupancy of the aforesaid premises. If the Lessee fails to remove all such property, RSS shall have the right to remove and store any such property at Lessee's expense.
15. **Assignment and Subletting:** This lease shall not be assigned or shall the leased premises be sublet without the prior written consent of RSS.
16. **Waivers:** Waiver of one or more terms or conditions of this lease shall not be deemed a modification or waiver of any of the provisions of this lease. No waiver shall be effective or binding upon RSS unless it is in writing duly executed as an amendment to this lease.
17. **Miscellaneous:**
- 17a The headings of the sections contained herein are for convenience only and not define, limit, or construe the contents of such sections.
- 17b Lessee shall use the rented facility in accordance with the laws of the State of North Carolina, the City of Salisbury (or other municipality in which the leased premises are located) and the County of Rowan. This Agreement shall be construed, governed, and enforced by and in accordance with the internal laws of the State of North Carolina.
- 17c No pyrotechnics shall be used unless a proper permit is obtained from the Salisbury Fire Department, other municipality in which the leased premises are located or Rowan County Fire Marshall, as appropriate.
- 17d No agent, servant, or employee of Lessee shall under any circumstances be deemed an agent, servant, or employee of RSS and no agent, servant, or employee of RSS shall under any circumstances be deemed an agent, servant, or employee of the Lessee.
- 17e It is understood and agreed that the parties hereto are independent contractors and this agreement shall not in any way form a partnership or joint venture.
- 17f It is understood and agreed that there are no oral or written agreements other than those printed or written herein or attached and attested to this lease and that none of the terms, conditions or provisions of this lease may be modified or changed except by written amendment duly executed by the parties hereto.
- 17g If any provision contained in the Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, unenforceable shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been included herein.
- 17h This Contract of Lease shall be effective and binding as of the date of its execution by or on behalf of RSS.



**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:** 9/23/2020  
**SUBJECT:** Sale of Ground Lease Hangar From Greene to Michael

---

Thomas Greene sold his ground lease hangar to Robert Michael. A new lease has been prepared and awaits signature.

Approve on Consent Agenda

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Bill of Sale	9/23/2020	Exhibit
Ground Lease Assignment	9/23/2020	Exhibit

**BILL OF SALE**

**Thomas Lee Greene** ("Seller"), for Eighty Thousand Dollars, Forty Thousand of which has been paid contemporaneously to the execution of this Bill of Sale, and Forty Thousand of which shall be paid on or before April 1, 2021, in accordance with the terms of a Promissory Note being executed contemporaneously with the execution of this Bill of Sale by Buyer, and for which the personal property described herein shall be collateral, and good and valuable consideration, the receipt of which consideration is hereby acknowledged, hereby grants, sells, assigns, transfers, conveys and delivers to **Robert Chris Michael** ("Buyer"), his successors and assigns, the following items of personal property:

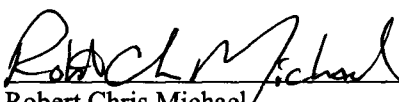
- (RV-8) S/N 80504 aircraft
- Metal hangar building located at Hangar #7, Rowan County, North Carolina, Airport

**TO HAVE AND TO HOLD** the said Personal Property, unto Buyer, its successors and assigns, free and clear of any and all security interests, encumbrances or liens.

Seller represents and warrants that the Seller has good and valid title to the Personal Property sold and transferred hereunder and has the right and power to sell and transfer the same to Buyer.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this 21<sup>st</sup> day of September, 2020.

  
\_\_\_\_\_  
Thomas Lee Greene (SEAL)

  
\_\_\_\_\_  
Robert Chris Michael (SEAL)


NORTH CAROLINA  
COUNTY OF ROWAN

SEAL—STAMP



I, a Notary Public of the County and State aforesaid, certify that Thomas Lee Greene and Robert Chris Michael personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21<sup>st</sup> day of September, 2020.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 



NORTH CAROLINA

ASSIGNMENT OF HANGAR LEASE

ROWAN COUNTY

This Agreement made the 21<sup>st</sup> day of September, 2020 by and among Thomas L. Greene (hereinafter referred to as the "Tenant"), ROWAN COUNTY, a body politic (hereinafter referred to as the "Landlord"), and Robert Chris Michael (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 15<sup>th</sup> day of March, 2013, Tenant, as assignee in that Assignment of Hangar Lease dated the 15<sup>th</sup> day of March, 2013, a copy of which is attached hereto as Exhibit A, succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the 29<sup>th</sup> day of January, 1998, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as T-Hangar No. 7 located at the Rowan County Airport, which premises are more particularly described in the Lease which is attached hereto and Exhibit B and is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desire to acquire  
Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be  
assigned without the Landlord's prior written consent.

NOW, THEREFORE, in consideration of the sum of Twenty Thousand and  
no/100 (\$20,000.00) Dollars paid by Assignee to Tenant, the receipt of which is hereby  
acknowledged, and of other good and valuable consideration, the parties hereto  
hereby covenant and agree as follows:

1. Tenant hereby assigns, transfers and conveys to Assignee, as of this date all  
of Tenant's right, title and interest in and to the Lease, together with any and all rights to  
Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and  
observe all of the covenants and conditions therein contained on Tenant's part to be  
performed and observed, which shall accrue from and after that date.

3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the  
Assignee, upon the express condition that no further assignment of the Lease shall  
hereafter be made without prior consent of the Landlord.



4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.

5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY LEFT BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

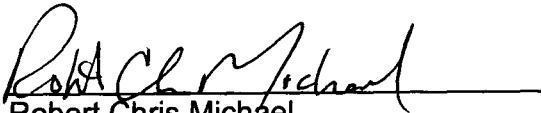
TENANT:



Thomas L. Greene

Mailing Address: 319 S Whitehead Avenue, Spencer, NC 28159

ASSIGNEE:



Robert Chris Michael

Mailing Address: 615 S Church St, Salisbury, NC 28144

LANDLORD: ROWAN COUNTY

BY:

\_\_\_\_\_  
Its: Chairman/Manager

Mailing Address: 130 W. Innes Street, Salisbury, NC 28144



Exhibit A

NORTH CAROLINA  
ROWAN COUNTY

ASSIGNMENT OF HANGAR LEASE

This Agreement made the 15<sup>th</sup> day of March, 2013, by and among Hal Allman, Sr. (hereinafter referred to as the "Tenant"), Rowan County, a body politic (hereinafter referred to as the "Landlord"), and Thomas L. Greene (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 1 day of May, <sup>1999</sup>~~200~~, Tenant succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as Hangar #7 located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be assigned without the Landlord's prior written consent.

NOW, THEREFORE, in consideration of the sum of Twenty-Three Thousand and no/100 (\$23,000.00) Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Tenant hereby assigns, transfers and conveys to Assignee, as of the 15<sup>th</sup> day

of March, all of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.

3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.

4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.

5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.

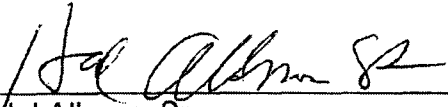
6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

SIGNATURE PAGE TO FOLLOW



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

TENANT: HAL ALLMAN, SR.

  
\_\_\_\_\_  
Hal Allman, Sr.


Mailing Address: 19106 Mallard Drive  
Fort Mill, SC 29707

ASSIGNEE: THOMAS L. GREENE

  
\_\_\_\_\_  
Thomas L. Greene

Mailing Address: 309 S. Whitehead Avenue  
Spencer, NC 28159

LANDLORD: ROWAN COUNTY  
BY:

  
\_\_\_\_\_  
Its: Chairman/Manager

Mailing Address: 130 W. Innes St.  
Spencer, NC 28144

Exhibit B

NORTH CAROLINA

ROWAN COUNTY

AGREEMENT FOR ESTATE  
OF YEARS AND GROUND LEASE

THIS AGREEMENT, made this 29<sup>th</sup> day of January, 1998, between Rowan County, North Carolina, a body politic, party of the first part, hereinafter called the Lessor, and Hal Allman, hereinafter called the Lessee, all of Rowan County, North Carolina.

WITNESSETH:

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, his heirs, and assigns, as personal property that "T-Hangar" designated as:

Hangar No. 7

as shown upon a plat thereof entitled "Rowan County Nested Tee Hangars, T-1, prepared by James F. Morton, P.E., dated April 15, 1997, as filed in the office of the Rowan County Manager, 130 West Innes Street, Salisbury, North Carolina, to have and to hold same with all privileges and appurtenances thereunto belonging to the said Lessee, his heirs and assigns, subject to the following terms and conditions.

1. INTERIOR HANGAR: It is herewith agreed that the Lessee shall have the exclusive and assignable right to the interior enclosed space of the above-described hangar which is herewith conveyed for a period which is determined to be the useful, economic life of the hangar building from and after the date hereof. In consideration for this estate of years, undersigned shall make a one (1) time payment of Twenty-Two Thousand Five Hundred and no/100 Dollars (\$22,500.00), contemporaneously upon the execution of this indenture, the receipt of which is hereby acknowledged.

The term "useful", economic life" shall be defined as follows;

The hangar designated in this Agreement is, in all respects, personal property and based on construction is estimated to have an useful, economic life of forty (40) years. The actual life shall be determined as being the length of time in which the group of ten (10) hangars maintains compliance with North Carolina State Building Code for safe enclosure of aircrafts.

The building representing the ten (10) "T-Hangars" shall be declared out of compliance and uninhabitable when at least four (4) individual hangars are separately determined to be uninhabitable. At such time, the entire building shall be determined to have no further useful, economic life and value.



2. GROUND LEASE:

(a) The land located directly beneath the interior closed hangar space above designated, is herewith leased to the Lessee at an initial rental of Ten and no/100 Dollars (\$10.00) per month. The Lessor, Rowan County, reserves the right to adjust the monthly rental in five (5) year increments with the specific understanding that any increase shall not exceed fifteen percent (15%) of the amount paid being paid on the preceding fifth year anniversary date. The term of the initial lease and all extensions thereof shall also coincide with the useful, economic life of the hangar building as set forth in Article I above.

(b) The first installment of rental shall be due on the 1<sup>st</sup> day of calendar month following the execution of this Agreement with all future rental payments being due on the first day of each consecutive calendar 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. Any subsequent purchaser of the hangar which is the subject of this Agreement, shall be deemed to fully assume all responsibility for unpaid ground lease rents and accept full responsibility for payment of the same.

3. FUTURE RELOCATION: The Lessor retains the right to relocated the T-Hangar building to another location within the Rowan County Airport, however, such relocation shall be done so as to continue to provide access to a ramp and taxi-way and/or other amenities relating to runway access.

4. UTILITIES: The Lessee shall be responsible for all utility services used in connection with that respective hangar to include electricity, which shall be separately metered.

5. INSURANCE: The Lessor shall provide a policy of insurance for fire and extended coverage on the T-Hangar building. Lessor shall not, in any respect, be liable for any damage to Lessee's aircraft, fixtures, equipment or other contents of the individual T-Hangar, regardless of the cause thereof and accordingly, the Lessee, shall, at its own expense, at all times, maintain, enforce a policy of insurance naming 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.

6. MAINTENANCE AND REPAIRS:

(a) By: Lessor, Rowan County, North Carolina; Rowan County shall from time to time provide such maintenance as shall be necessary to keep in a good state of repair, the structural portion of the T-Hangar building, including roof and walls except to the extent that such damage thereto has resulted from a negligent or

willful act by the Lessee, in which event, Rowan County assumes no responsibility to provide such maintenance. The undersigned agrees to pay 1/10<sup>th</sup> of the costs of any such structural maintenance performed by the Lessor.

(b) By: Lessee; The interior portion of the hangar space which is the subject to this Agreement shall be at all times maintained by the Lessee including the floor space, sliding door and such routine maintenance as may be necessary to keep the hangar facility in a safe, sanitary condition free from debris, trash and related materials. No hazardous or ignitable materials may be stored at any time within the hangar facility, including fuel, with the exception of that fuel which is located within the fuel tank of the aircraft. In the event that damage results from either a negligent or willful act of the Lessor, the Lessee shall promptly and without delay repair such damage at his expense.

7. SIGNAGE AND EXTERIOR APPEARANCE: The Lessee shall be permitted to place his sign upon the exterior portion of the hangar premises, however, the size, manner and installation shall be subject to Lessor's approval. All signage shall be in compliance with any local zoning and/or signage ordinance; however, in no event shall the size of the sign exceed ten (10) square feet.

8. USE OF LEASED PREMISES:

(a) The hangar, which is the subject of this Agreement, shall be used in the manner compatible with other Lessees of adjoining hangars, including excessive noises in non-airport related activities which could disturb an adjacent Lessee's use of his hangar.

(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 Lessee who wishes to conduct or operate any business related activity on the grounds of the Rowan County Airport must first receive prior written permission from Rowan County before engaging in such airport related business. It should be noted that the fixed base operator is currently franchised by Rowan County to engaged in the sale of aircraft, parts and supplies, repairs to other aircraft, fueling as well as the chartering or renting of aircraft.

9. TAXES: The hangar which is the subject to this Agreement is in all respects deemed to be personal property and subject to Rowan County property tax based upon a levy assessed by the office of the Rowan County Tax Assessor. The Lessee shall pay all taxes upon the hangar, as assessed, together with taxes upon all personal property located within the confines of the hangar itself.

10. ALTERATIONS: No alteration, addition or improvement to the hangar which is the subject of this Agreement, shall be made without the express written consent of the lessor. Additionally. No hangar exterior shall be repainted or colors changed without the express written consent of Rowan County.



11. RIGHT OF INSPECTION: 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.

12. SALE AND ASSIGNMENT: The Lessee shall have the unqualified right to sell and/or assign the estate for years as set forth in this Agreement to any third party with the further stipulation that Rowan County be notified in writing of such sale/or assignment in order to insure future compliance and enforcement with respect to the obligations contained in this Agreement.

13. 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 occupying the leased property, or hangars adjoining the leased property, or any part of the building of which the leased property is a part.

14. INDEMNITY: The Lessee shall indemnify the Lessor against all liabilities, expenses, including reasonable attorneys' fees, and losses 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 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 improvements thereon.

15. DEFAULT: Any installment of ground lease rent remaining overdue and unpaid for One Hundred Fifty (150) 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, and Lessee shall thereafter have thirty (30) days to cure such default. A failure to cure shall render the ground lease null and void and Lessor shall have the right to re-enter and assume possession of the hangar which is the subject of this Agreement. Lessor shall thereupon refund to Lessee the depreciated value as determined by fifteen (15) year straight line depreciation, with a residual value of 1/3 of original purchase price. Lessee shall pay any and all costs related to default, retaking, and removal of hangar contents, including reasonable attorney fees.

16. AUTOMOBILE PARKING: Automobiles/vehicles must be kept either inside the hangar or in designated areas at all times, except during loading and unloading passengers, luggage or freight. Vehicles may not block public ramps, taxiways and other hangars which would impede the traffic of aircraft attempting to use the ramps and taxiways for movement.

17. WARRANTY: The Lessor shall provide a warranty against structural integrity and faulty workmanship for a period of one (1) year from date of Agreement. During this period, the Lessor shall repair and/or replace the following: concrete floor, doors and sliding devices, roof and interior panels.

18. MISCELLANEOUS: It is distinctly understood and agreed that the Lessee may install such fixtures and appliances as may be necessary for the proper use of his hangar facility, which at the expiration of the term may be removed provided that the same are all movable fixtures, but any permanent improvements attached to the building by the Lessee shall immediately become the property of the Lessor and cannot be removed.

If the building herein leased shall be destroyed or rendered unfit for use by fire or other casualty during said term, this lease shall thereupon terminate or in the alternative, ground lease rents shall be suspended during that period when the hangar is under reconstruction.

In testimony whereof, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

LESSOR  
ROWAN COUNTY

By: Jim Ruse (SEAL)

\_\_\_\_\_  
Witness

LESSEE

By: Hall D. Allmon (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:** Shane Stewart, Assistant Planning Director  
**DATE:** September 24, 2020  
**SUBJECT:** Schedule Quasi-judicial Hearing for CUP 01-20 for October 19, 2020

---

On March 16, 2020, the Board of Commissioners scheduled a quasi-judicial hearing for CUP 01-20 for April 20, 2020. As a result of COVID-19 and the associated complications with a remote quasi-judicial hearing, this request was placed on hold until in person Board meetings were possible. The request is as follows:

Property owner Suretha Springs submitted a conditional use permit to operate an event center “for veteran, community, corporate, and private family events” and allow the construction of a 5,500 sq.ft. building on her property located at 1115 Brookwood Dr. in China Grove. Recent revisions to the Zoning Ordinance created an option to accommodate event centers in the Rural Agricultural (RA) zoning district subject to compliance with six (6) pre-defined standards from section 21-60 (17) and six (6) evaluation criteria qualifications from section 21-59, which is considered through a conditional use permit process.

Schedule a quasi-judicial hearing for October 19th. As with many requests, it is difficult to predict the number of citizens interested in attending this meeting.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Memo	9/24/2020	Exhibit
Site Plan	9/24/2020	Exhibit
Business Plan	9/24/2020	Exhibit
GIS Map	9/24/2020	Exhibit
Application	9/24/2020	Exhibit



## CUP 01-20: Event Center – Mrs. Suretha Springs

**REQUEST:** Event Center  
“for veteran, community  
corporate, and private  
family events” and  
construction of a 5,500  
sq.ft. building.

**Parcel ID:** 126-100

**Location:** 1115  
Brookwood Dr. China  
Grove

**Acreage:** Apx. 8.15 AC

**Zoning:** RA

**Floodplain:** N/A

**Watershed:** WS II BW –  
Dutch Buffalo Creek

**Property Owner /**

**Applicant:** Suretha Springs

**Existing Use:** Residential

### CUP REQUEST DETAILS

Property owner Suretha Springs submitted a conditional use permit to operate an event center “for veteran, community, corporate, and private family events” and allow the construction of a 5,500 sq.ft. building on her property located at 1115 Brookwood Dr. in China Grove. Recent revisions to the Zoning Ordinance created an option to accommodate event centers in the Rural Agricultural (RA) zoning district subject to compliance with six (6) pre-defined standards from section 21-60 (17) and six (6) evaluation criteria qualifications from section 21-59, which is considered through a conditional use permit process.

### CONDITIONAL USE REQUIREMENTS: SEC. 21-60 (17)

- **Minimum Lot Size:** The minimum lot size shall be five (5) acres. **The site totals 8.15 Acres per GIS.**
- **Public Road Frontage:** The event center property is required to have at least thirty-five feet (35) feet of frontage on a publicly maintained road. **The property has 613 feet of frontage on Brookwood Dr. (SR# 1442).**
- **Setbacks:** All operational areas with the exception of the driveway shall be a minimum of one hundred (100) feet from property lines. **All proposed improvements would be located 100 feet from property lines. According to Mrs. Springs, the “walk trail” is an existing, unimproved, natural path through a wooded portion of the property.**
- **Parking:** Adequate off-street parking shall be provided for all attendees. **The site plan enumerates 69 parking spaces to accommodate “parties up to 125 guests” as identified in the applicant’s business plan. Rather than pre-determining a required number of spaces, the ordinance requirement allows**



the applicant to illustrate adequate parking will be provided.

- Lighting: Lighting shall be located and designed to prevent light from directly shining on adjacent residential property. **According to the Evaluation Criteria, two (2) Duke Energy pole lights would be installed along with exterior building and motion sensor lights.**
- Noise: Amplified sound is subject to Chapter 14 of the Rowan County Code of Ordinances. Chapter 14 indicates *“It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision will be applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet.”* According to Mrs. Springs, any outdoor music would be “background music” and should not present any issues with Chapter 14.

**EVALUATION CRITERIA:**  
**SEC. 21-59**

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria:

1. Adequate transportation access to the site exists.
2. The use will not significantly detract from the character of the surrounding area.
3. Hazardous safety conditions will not result. The facility will be contained by a six (6) foot chain link with three (3) standards of barbed wire along with warning signs posted along the perimeter.
4. The use will not generate significant noise, odor, glare, or dust.
5. Excessive traffic or parking problems will not result.
6. Use will not create significant visual impacts for adjoining properties or passersby.

**STAFF COMMENTS**

Staff will provide a complete review of the material submitted prior to the quasi-judicial hearing on October 19, 2020.

# SITE PLAN

Address: 1115 Brookwood Dr

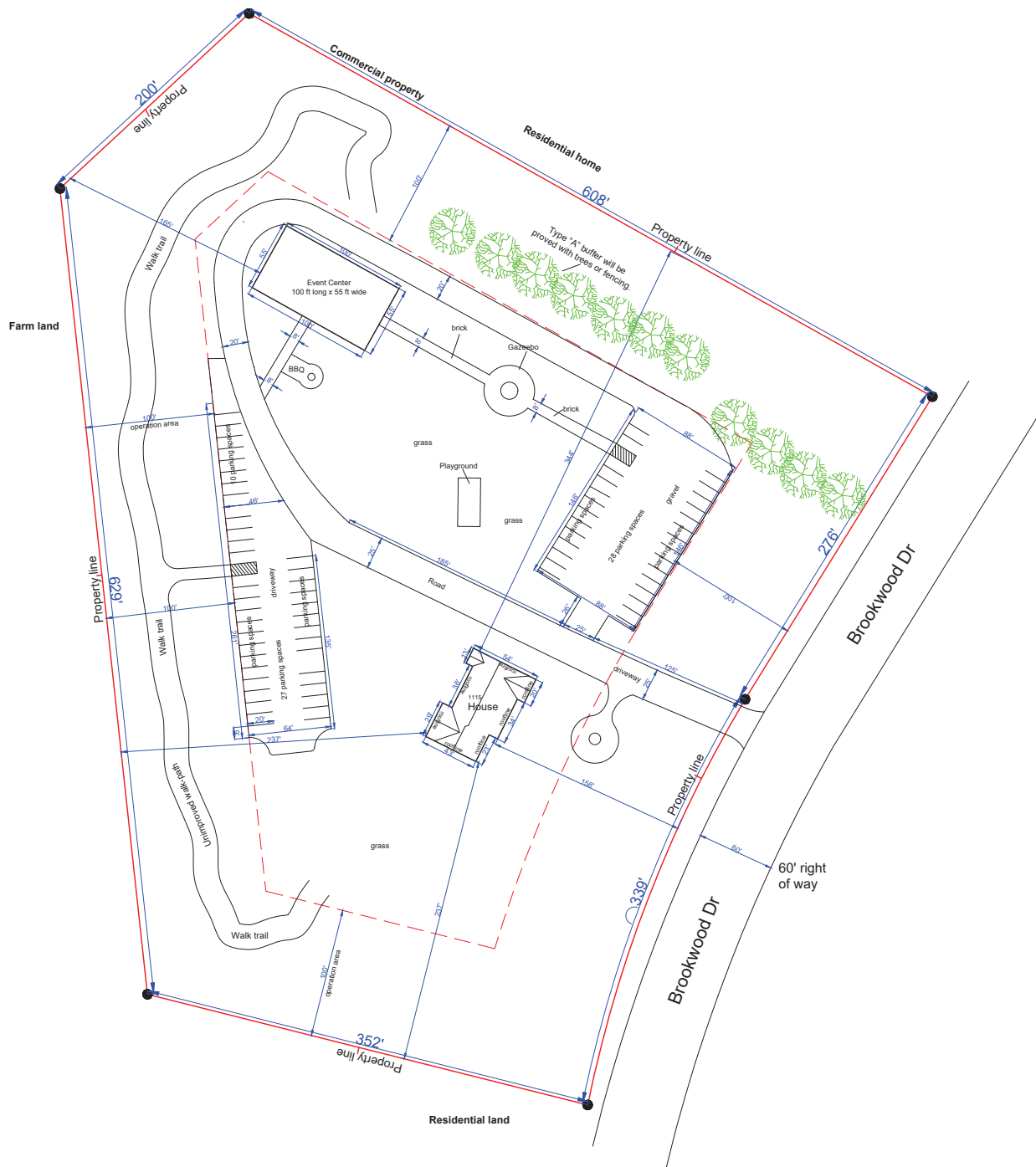
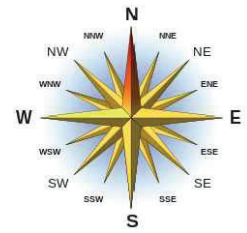
City, State, ZIP: China Grove, NC 28023

Country: USA

Scale 1":80'

Parcel ID: 126-100

Zoning: RA



All parking lots & road will be gravel  
Imperious coverage=65,198sq.ft/8.190=20%  
Property is located in a flood zone X per panel # 5646

Business Plan For: Bringing your event vision to the next level of Reality by providing experienced event hosting, event designing and family friendly environment.

## Discussion

Event Center is located in a semi secluded neighborhood with easy access off HWY 85. The Event Center sits on approximately 8.190 acres. The 5500 sq.ft. Facility is equipped with six emergency exits and easy entry/exit driveway for vendors, handicapped vehicles and/or emergency vehicles. The event center fire and emergency alarm system will be in direct contact with first responders.

The Event Center has accommodations for aprx. 65 parking spaces, to ensure no on road parking. We have closely considered adequate parking for vendors, handicap individuals, guest and first responders. We have delicate 7 spaces for vendor, 3 handicapped, 55 spaces for guest and adequate entry and exit for first responders, suggested by China Grove Fire Chief.

The Event Center is a smoke free & alcohol free family friendly facility catering to the local community, veteran community, corporate events & private family events.

The Event Center operational hours are 9:00am until 11pm Daily, with Noise ordinance to be operated as to limit the noise level at the perimeter of the site to no more than seventy (70) decibels on the A scale of a sound level meter which meets the specifications of the American National Standards Institute.

The owner of Event Center is a Certified Event Designer, retired disabled veteran and current government employee who is dedicated in offering clients an unforgettable experience full of precious memories with safety /security being the focus of all events.

The co-owner has over 15 years of DJ experience, skilled carpenter and currently employed with state agency over 25 years.

## Detailed Product Overview

Event Center is a family owned facility designed to support our veteran community, small family gathering and community social events specializing in event design, planning and management. We have ensured that the community will benefit from having a local Event Center and the Event Center will not impede on the community daily life style.

Event Center is unique as it is tailored to each event specific needs and vision. The Event Center brings your vision to the next level of reality by listening to clientele, then creating and executing your vision using proven innovation ideas, high quality products and professional expertise in event design, planning and management.

The Event Center offers five affordable packages, to suit any event from small intimate gathering to large events such as weddings or family reunions. Our goal is to create lasting relationships with our customers and providing a safe, secure family friendly facility.



Our 5500 sq ft facility is a non smoking & Alcohol free Event Center featuring a private walk trail, bouncing house, play ground area, fire pit area and a BBQ area. The Event Center capacity will allow parties up to 125 guest.

The Event Center hours of operation will be 9:00am until 11pm. Event Center will comply with noise ordinance to be operated as to limit the noise level at the perimeter of the site to no more than seventy (70) decibels on the A scale of a sound level meter which meets the specifications of the American National Standards Institute.

Event Center will have minimum disturbances to community. We believe the community will benefit from Event Center by providing community events, summer day activities for the kids and hosted community BBQ. We will offer special events for our local community through-out the year, give support to breast cancer awareness, educate our youth through mentorship, and donate a \$500.00 college fund for one inspiring senior annually. The Event Center will not impede on the communities daily life style.

Event Center will have designated gravel parking, no on road parking will be allowed. Event Center will provide easy access and exit for emergency vehicles and personnel evacuation in case of emergency.

The Event Center building construction will be completed in Phases:

Phase one - Grading, gravel parking spaces, gravel driveway entry/exit as directed by Salisbury DOT, water drainage control, BBQ area and 3 exterior pole lighting provided by Duke Power.

Phase two-blue printing, foundation grading, septic tank installation suggested by Rowan County and metal building material delivered, building construction, plumbing and electrical. Building exterior lighting and motion sensor lighting.

Phase three- finalizing construction, property clean up and landscaping. Our goal is to open Event Center April of 2021.

Our facility is a private family owned facility, perfectly located in a secluded neighborhood. Offering a safe, relaxing & family friendly atmosphere to enjoy a family gathering, social event or community function. We are dedicated to making your event one can never forget. The Event Center will foster community cohesiveness, veteran appreciation and mentorship.

The Event Center will support our veterans by providing a safe-haven for veterans and their families to relax in a stress free facility. As a retired veteran I understand how challenging it can be to attend public events, crowds and enclosed spaces. The Event Center number one priority is to make all our customers feel safe and security while gathering with love ones.

The Event Center facility is unique as it will offer other event planners an opportunity to share ideas, experience and training creating a foundation of trust and support, opposed to competition. The Event Center will continually foster small business growth, mentorship opportunities and most importantly host charity events/fundraisers.

We have a select preferred vendors list that offers customer a unique personalized experience. The Event Center fosters having a lasting relationship with all our customers, our community & will be heavily involved in the support fundraisers, breast cancer awareness, etc....

The Event Center mission statement: We are dedicated to bringing your vision to the next level of reality by providing innovative ideas, quality products and professionalism.

We pride ourselves on customer service and producing an exceptional experience tapping into our guest sense of smell, touch, vision, taste and sound to truly give the most memorable experience possible.

The Event Center will host several community events, veteran events and fundraisers throughout the year. Our team of certified experts will offer amazing discounts, bridal auctions and giveaways. The Event Center will be available for industry training, team collaboration and mentorship.

The Event Center main focus is giving back to our community, supporting our veterans, scholarships for our youths and donating to various organizations.

The Event Center currently does not have employees, however we do have preferred listing of vendors we closely work with and whom will utilize the space.

Owner-is a retired NAVY veteran, Certified Event Designer and has 7 years experience in event design, planning & management. Graduate of SNHU with a BA in Business/minor in Human Resources. Current Government Employee for 9 years,

Co-owner is a current state employee with 25 years experience, CDL operator, skilled carpenter and over 15 years in disk jockey/entertainment business.





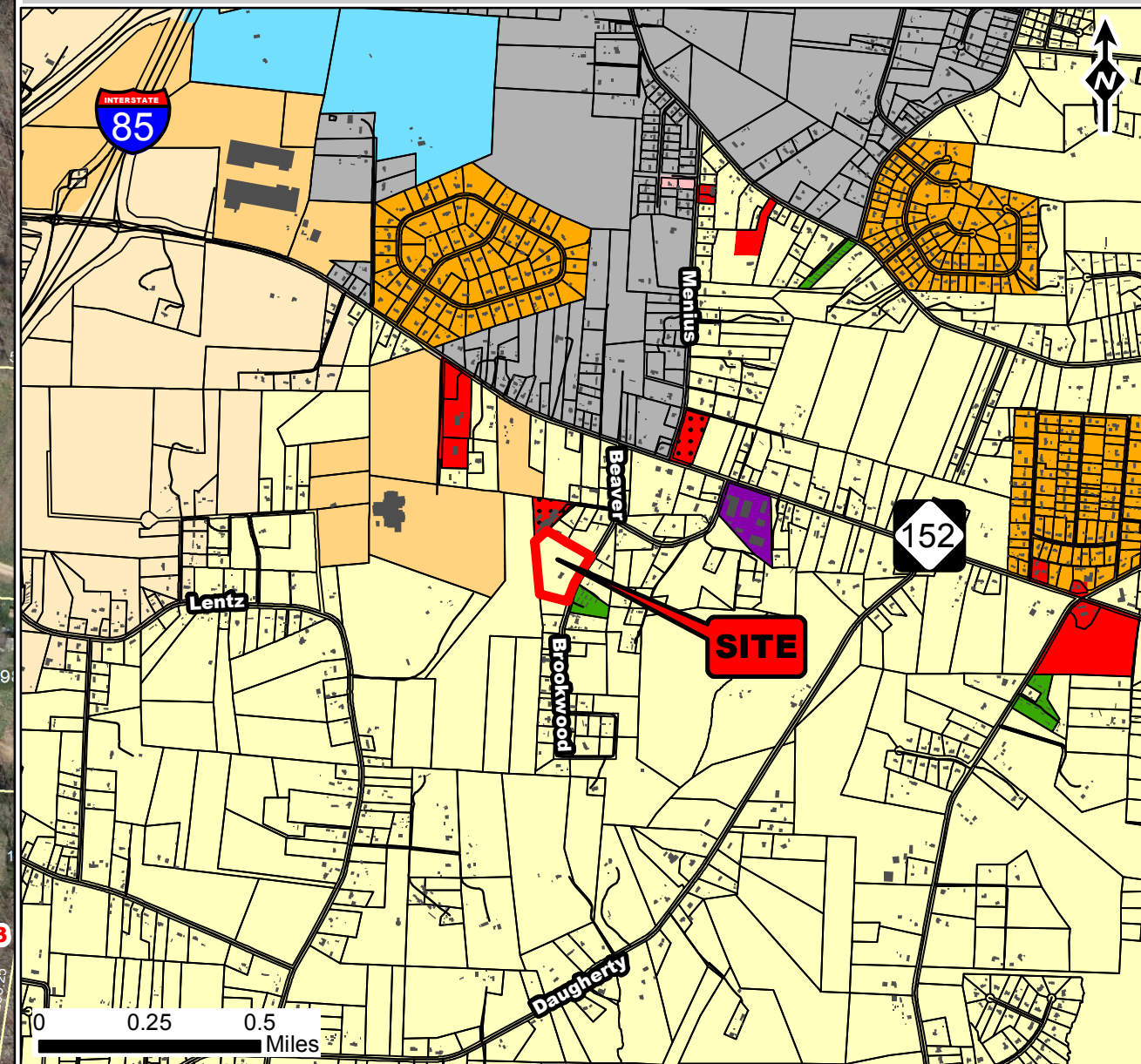
## CUP 01-20: Suretha Springs

### LEGEND

Zoning		
RS	MFR	CBI
RR	MHP	IND
RA	NB	85-ED-2

Subject Parcel	Buildings	China Grove Town Limits
Parcels	5285 Addresses	China Grove ETJ
Roads	February / March 2018 Aerial	

Prepared by Rowan County Planning & Development March 24, 2020







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

Case # CUP 01-20  
Date Filed 02/24/20  
Received By SAS  
Amount Paid \$200.00 NOVACH  
Office Use Only #32468

### CONDITIONAL USE PERMIT APPLICATION

#### OWNERSHIP INFORMATION:

Name: Suretha Springs  
Signature: Suretha Springs  
Phone: 980-255-6430 Email: rs4springs@yahoo.com  
Address: 1115 BROOKWOOD DR.  
CHINA GROVE, NC 28023

#### APPLICANT / AGENT INFORMATION:

Name: Same  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

#### PROPERTY DETAILS:

Tax Parcel: 126/100 Zoning District: RA  
Date Acquired: 2/20/16 Deed Reference: Book 1254 Page 820  
Property Location: 1115 BROOKWOOD DR. CHINA GROVE, NC 28023  
Size (sq. ft. or acres): 8.2 acres Street Frontage: 613'  
Current Land Use: single family home / BARN VENUE

Surrounding Land Use: North Concrete Company  
South Residential  
East Residential  
West FIELD

**PURPOSE & SECTION:**

State purpose of conditional use permit:

THE EVENT CENTER - will be used for VETERAN  
EVENTS, COMMUNITY FUNCTIONS, CORP. EVENTS AND PRIVATE  
FAMILY EVENTS.

Cite section(s) of Zoning Ordinance which permit is being requested:

21-60 (17)

**ATTACHED DOCUMENTS:**

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes ☒ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

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**OFFICIAL USE ONLY**

1. Signature of Coordinator: [Signature] 2. Board of Commissioners  
Public Hearing:    /   /    3. Notifications Mailed:    /   /    4. Property Posted:  
   /   /    5. BOC Action: Approved     Denied     6. Date Applicant Notified:  
   /   /   

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**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:** September 25, 2020  
**SUBJECT:** Declare County-Owned Property Off McCleave Road As Surplus and Instruct Clerk to Advertise for Upset Bids

---

The County received an offer in the amount of \$500 for Tax Parcel 130-01002 off McCleave Road. The property was obtained by the County during a foreclosure in 1995 and is 96' x 100' or .22 acres in size. The property is land-locked with no right-of-way.

Chip Main, Rowan County Tax Assessor, has provided an opinion that the offer is a fair offer for the lot and the lot would have very little value to anyone except an adjoining land owner.

Declare the property as surplus and instruct the Clerk to the Board to advertise the offer for upset bids.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Offer to Purchase	9/25/2020	Cover Memo
County Assessor's Opinion	9/25/2020	Cover Memo
Map	9/25/2020	Cover Memo



**Barger, Carolyn M**

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**From:** Timothy Murdock <tmurdock001@yahoo.com>  
**Sent:** Thursday, September 24, 2020 4:52 PM  
**To:** Barger, Carolyn M  
**Subject:** Land Offer

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.

Sent from my iPhone. Hi Mrs. Barger , Please except this offer of \$500.00 dollars. For Tax Parcel # 130-01002 MCcleave Rd Landis NC 28144. Timothy Murdock 3207 Carver Place Charlotte N.C 28269 . I can be reached at 704-222-4670 Thank You.

**Barger, Carolyn M**

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**Subject:** FW: Land Offer  
**Attachments:** Sta02p10920092512350.pdf

-----Original Message-----

From: Main, Wendell R  
Sent: Friday, September 25, 2020 11:32 AM  
To: Barger, Carolyn M  
Subject: RE: Land Offer

Carolyn,

I have reviewed the valuation on Parcel 130 01001 and have the following opinion as to the current market value of this parcel:

Parcel is land locked and would have very little value to anyone except an adjoining landowner.

It is 96x100 or .22 acres in size.

It has belonged to Rowan County since it was foreclosed on in 1995 I have discussed with Rowan County Planning and it is zoned RR(Rural residential).

Adjacent Property owner are:

130 01003 Kelly Murdock

130 01001 Kelly and Thomas Murdock

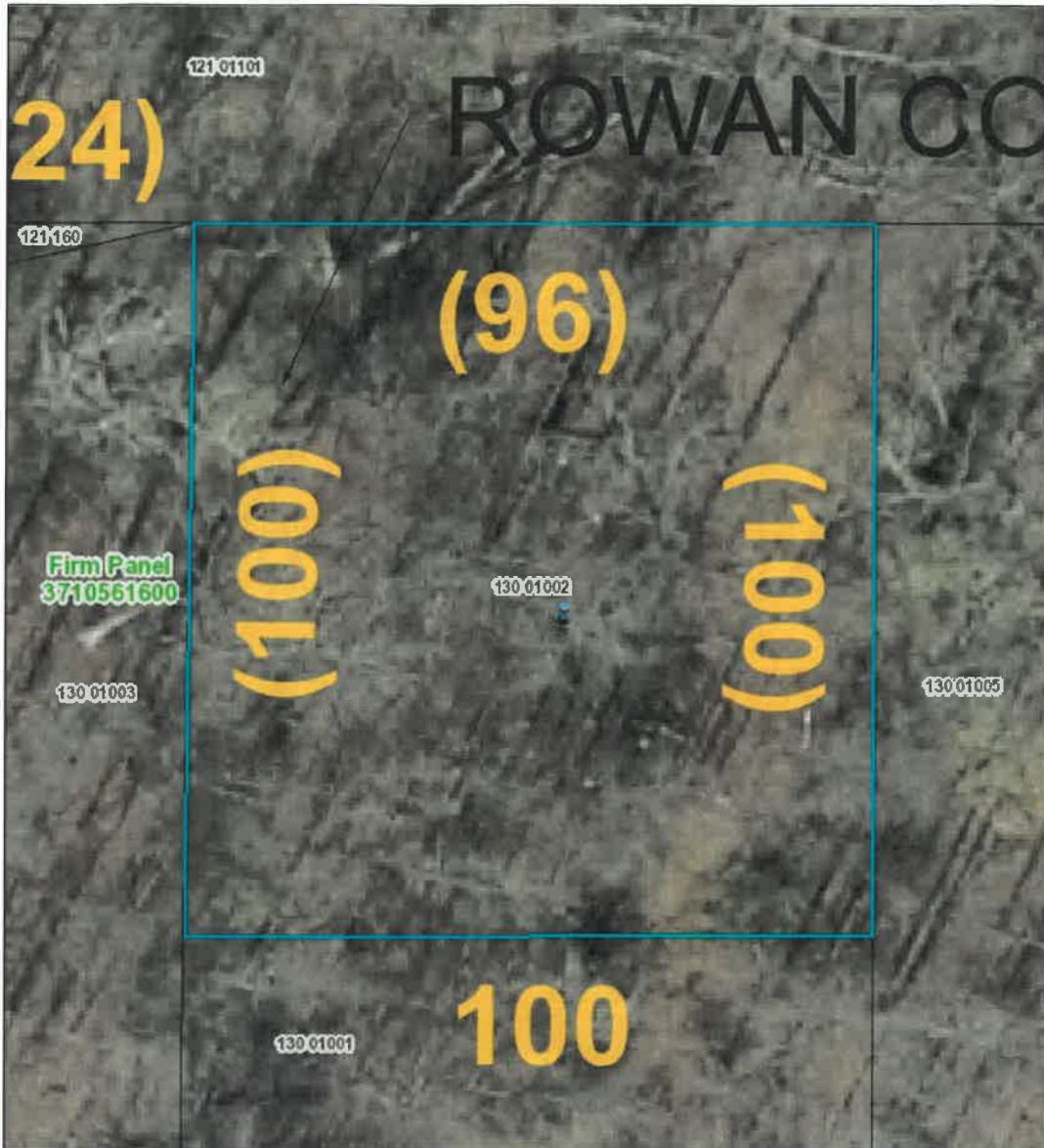
Since it is currently landlocked, I believe an offer of \$500 is a fair offer for this lot.

Thank you,

-----Original Message-----

From: Barger, Carolyn M  
Sent: Friday, September 25, 2020 12:10 PM  
To: Main, Wendell R

## Rowan County GIS



PARCEL ID: 130 01002

Owner Name:  
ROWAN COUNTY

Mailing Address:  
130 W INNES ST

SALISBURY NC 28144  
Property Address:  
0 MCCLEAVE RD

Tax District Code: 138

Tax District: E LANDIS SPEC ASSESSMEN'

Land FMV: \$2,927

Land LUV: \$0

IMP FMV: \$0

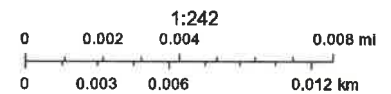
Total Value: \$2,927

Deed Ref: 751/782/2020

Date Sold: 12/31/1994

Sale Amt: \$0

Legal Description:  
-



Rowan County GIS

September 25, 2020

**ROWAN**  
**COUNTY**  
NORTH CAROLINA  
*Be an original.*



**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:** 10-05-20  
**SUBJECT:** Proposed New Policy for Rowan Transit

---

Please see the attached proposed new policy necessary to be in compliance with Department of Transportation employee drug testing program requirements.

Please approve this new policy.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo	9/27/2020	Cover Memo
Proposed New Policy	9/27/2020	Cover Memo



## **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: October 5, 2020  
RE: Proposed New Policy for Rowan Transit

Submitted for your consideration is this proposed new policy for Rowan Transit employees who are covered under Department of Transportation regulations. This policy was provided to Rowan County by our consultants, RLS and Associates in order for us to maintain compliance with Federal regulations regarding employee drug testing program requirements.

Thank you for your consideration of this request.

## **Proposed New Policy 9.21 Drug and Alcohol Testing Policy for DOT Regulated Employees**

### **A. Applicability**

This policy applies to all employees of Rowan County Transit who are covered under the Department of Transportation Regulations.

### **B. The purpose of this policy is to establish guidelines that ensure a safe, healthy and productive drug-free work environment for the employees of the Rowan Transit.**

### **C. Being under the influence of a drug or alcohol while on the job poses serious safety and health risks to the user and to co-workers. Therefore, Rowan Transit has established the following policy to ensure a drug-free work environment:**

1. Rowan Transit System has zero tolerance for the use of alcohol, illegal substances, or the misuse of prescription medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.
2. Drug and alcohol tests may be administered pre-employment, re-entry, post-accident, for causes or random.
3. A positive test result is any amount of alcohol or illegal substance as revealed by the test. The medical Review Officer will make the final decision as to a positive or negative test result. A positive test result will result in immediate termination.
4. Alternate types of tests may be conducted when two or more tests within twelve months are found to be inclusive or a situation warrants such tests.
5. Failure to submit to a drug/alcohol test when requested or leaving the test site without completing the test is grounds for immediate termination. Other behaviors will be considered a refusal; tampering with the specimen or not reporting for a drug test without a valid reason immediately following an accident.
6. An ongoing drug free awareness program to inform employees has been established and begins with their initial orientation then continues on an annual basis.
7. All employees will receive 1 hour of substance abuse awareness education as presented by a Substance Abuse Professional. All supervisory personnel will receive 1 hour of substance abuse awareness education and 1 hour of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse as presented by a Substance Abuse Professional.
8. Each employee will sign a statement of understanding that, as a condition of employment under grants providing funding for his/her position, the employee will abide by the terms of the drug free workplace statement and notify Rowan Transit System in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.
9. An employee may voluntarily come forward and ask for rehabilitation counseling. He/she would be suspended without pay until a Substance Abuse Professional could certify that the employee is fit to return to duty. Any employee with a substance abuse problem is encouraged to seek help through the Employee Assistance Program.

### **D. DOT Federal Transit Administration covered employees and functions. Employees who perform safety-sensitive function(s) as defined by the Federal Transit Administration (FTA) are subject to regulation by the United States Government (DOT regulated employees). A FTA safety-sensitive function is any of the following duties when**



performed by employees for departments that receive federal funding under 49 USC 5307, 5309, 5311, or 23 USC 103(e)(4):

1. Operating a revenue service vehicle, including when not in revenue service;
  2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
  3. Controlling dispatch or movement of a revenue service vehicle;
  4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
  5. Carrying a firearm for security purposes.
- E. DOT Federal Motor Carrier Safety Administration covered employees and functions. Employees who drive or operate a commercial motor vehicle (CMV). The Federal Motor Carrier Safety Administration (FMCSA) has interpreted driving a CMV on a road, street or way which is open to public travel, even though privately owned or subject to military control, as prima facie evidence of operation in commerce. Employees who drive or operate a CMV must hold a valid appropriate commercial driver's license. FMCSA safety-sensitive function(s) are defined as and include all time from the time an employee begins to work, or is required to be in readiness to work, until the time the employee is relieved from work and all responsibility performing work. Safety -sensitive functions shall include:
1. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer. This includes employees who are "eligible" at work to drive a CMV at any time, e.g., salespersons, clerks, secretaries, supervisors;
  2. All time inspecting equipment as required by 49 C.F.R 392.7, "Equipment, Inspection, and Use," and 49 C.F.R 392.8, "Emergency Equipment and Use," or otherwise inspecting, servicing, or conditioning any CMV at any time;
  3. All driving time, which is any time spent at the driving controls of a CMV in operation;
  4. All time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth;
  5. All time loading or unloading a vehicle, supervising or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining ready to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;
  6. All time repairing, obtaining assistance for, or remaining with a disabled vehicle.
- F. Applicants and all current employees who apply for assignment, transfer, or promotion to a DOT regulated position must sign an Authorization for Release of Personal Information Form for the release of alcohol and drug testing data compiled by previous employers covered by 49 CFR Part 40 and provide the County information about drug and alcohol violations. Departments that have DOT regulated positions will contact Human Resources for guidance in obtaining this information.

- G. All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended. Additionally, all FTA employees will be drug and alcohol tested in accordance with Part 655 and FMCSA employees will be tested in accordance with Part 382. A drug test can be performed any time a DOT regulated employee is on duty. A DOT alcohol test can be performed just before, during, or after the performance of a DOT safety -sensitive function. Amphetamines (ecstasy, methamphetamine), marijuana (hemp), cocaine (crack), opiates (heroin), phencyclidine (PCP) can be tested for at any time while on duty.
- H. DOT regulated employees are prohibited from the use or possession of alcohol while on duty or in uniform, while on-call to perform safety sensitive duties, and four hours prior to duty. Alcohol use is also prohibited by any covered employee required to submit to post -accident alcohol testing for four hours following the accident or until the alcohol test is performed.
- I. DOT regulated employees must complete a DOT pre-employment drug test when hired for, or transferred to, a DOT covered position. The candidate must produce a negative drug test result prior to first performing a safety -sensitive duty. If the test is canceled, the employee must retake and pass the test before being hired. Failure of a County pre-employment screen will disqualify the application from employment for one year. Any covered employee or applicant who has previously failed or refused a pre-employment drug test administered under this part, must provide proof of having successfully completing a referral, evaluation, and treatment plan by a substance abuse professional as described in 49 CFR Part 655.62. A covered employee who has not performed a safety sensitive duty for 90 consecutive days or more and has not been in the employer's random selection pool shall take a pre-employment drug test with a verified negative result before returning to safety -sensitive duties.
- J. Together with other accident testing which may be required by the County, DOT regulated employees must complete DOT drug and alcohol tests as soon as possible after they are involved in an accident while operating a County owned or leased vehicle, if the accident involves:
1. FMCSA accident requiring testing: An accident in which a fatality is involved; one or more motor vehicles are towed from the scene or someone is treated medically away from the scene, and a citation is issued to the CMV driver within 8 hours of the occurrence under state or local law for a moving violation arising from the accident and either of the aforementioned situations occur.
  2. FTA accident requiring testing: An accident in which a fatality is involved, one or more motor vehicle receives disabling damage, or someone requires immediate medical attention away from the scene, unless the driver can be completely discounted as a contributing factor. All surviving employees operating the mass transit vehicle at the time of the accident and all other covered employees whose performance could have contributed to the accident must also be tested after an accident involving a fatality. Alcohol testing must be done as soon as possible following an accident, but not more than eight hours after the accident. Drug testing

must be done as soon as possible after the accident, but not more than 32 hours after the accident. If a post -accident alcohol test is not administered within two hours following the accident, the employer shall prepare and maintain on file a record stating the reasons for the delay. All DOT covered employees must remain readily available for testing after an accident including notifying the employer representative of the employee's whereabouts. Failure to do so will be considered a test refusal. Testing is stayed while the employee assists in the resolution of the accident or receives medical attention.

- K. DOT regulated employees must complete random DOT drug and alcohol tests from a selection pool that includes only DOT regulated employees. Alcohol testing must occur just before, during, or just after the performance of their covered duties. Random selections will be made at a minimum of a quarterly basis by a scientifically valid computer program. The random tests will be spread reasonably throughout the year during all hours and days in which safety -sensitive functions are performed. All covered employees will have an equal chance of being selected each time selections are made. Testing will be unannounced, and the employee must proceed immediately after being notified of the testing requirement.
- L. DOT regulated employees may also be subject to drug and alcohol testing upon reasonable suspicion of probable drug or alcohol use using non -DOT testing forms. Reasonable suspicion determinations will be made by one or more trained supervisors that can articulate and substantiate physical, behavioral, and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, and/or body odors of the covered employee. Reasonable suspicion testing can be conducted just before a DOT regulated employee performs safety -sensitive duties, during that performance, and just after an employee has performed covered duties.
- M. A result of 0.04% or higher on the DOT alcohol test is a positive test result. DOT regulated employees with a DOT alcohol test result between 0.02% and 0.039% are prohibited from performing their safety-sensitive related duties for a period of 24 hours or one shift, whichever is longer. Employee must submit to and be cleared prior to resuming work.
- N. DOT regulated employees who receive a positive DOT drug or alcohol test result will be terminated, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. The DOT regulated employee is responsible for any incurred costs associated with educational and rehabilitation programs or SAP assessments.
- O. Specimen validity testing will be conducted on all urine specimens for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted or if the specimen was substituted.
- P. If a covered employee provides a negative dilute test result, they will be required to undergo a second test. If the second test is negative dilute it will be considered negative and no further testing is required.



- Q. Any covered employee who questions the results for a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS - certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The employee will pay for the cost of split sample testing, but the County may pay the vendor and seek reimbursement to avoid a delay in sample processing.
- R. Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall be subject to disciplinary action up to and including dismissal and referral to SAP. A test refusal includes the following circumstances:
1. A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
  2. A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt.
  3. A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
  4. A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer.
  5. A covered employee fails to remain at the testing site until the testing process is complete.
  6. A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations.
  7. A covered employee fails to permit the observation or monitoring of a specimen collection.
  8. A covered employee fails or declines to take a second test the employer or collector has directed you to take.
  9. A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the employer as part of the "shy bladder" or "shy lung" procedures.
  10. A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process).
  11. Failure to sign Step 2 of the Alcohol Testing form.
  12. Failure to follow the observer's interactions during an observed collection including interactions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

13. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
  14. Admit to the collector or MRO that you adulterated or substituted the specimen.
- S. If a DOT regulated employee is directed to submit to a collection under direct observation in accordance with 49 CFR Part 40.67, the policy administrator or supervisor must explain to the employee the reason for a directly observed collection. Circumstances requiring direct observation include:
1. All return to duty tests.
  2. All follow-up tests.
  3. Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the acceptable temperature range.
  4. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
  5. Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen.
  6. Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid, and the MRO determined that there was not an adequate medical explanation for the results.
  7. Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated, or substituted, but had to be cancelled because the test of the split specimen could not be performed.
- T. Rowan County will notify North Carolina Division of Motor Vehicles within five business days of the date that a DOT regulated employee tests positive or refuses to participate in a drug or alcohol test required under 49 CFR Part 382 and 655, in accordance with NCGS 20-37.19.
- U. Drug and Alcohol Policy Addendum Effective: January 1, 2018
1. The United States Department of Transportation (USDOT) – Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued an update to USDOT's drug and alcohol testing regulation (49 CFR Part 40). The new regulation has been revised and the changes (summarized below) will become effective on January 1, 2018. Therefore, the Rowan County Transit drug and alcohol testing policy is amended as follows:
  2. CHANGES TO THE DRUG TESTING PANEL
    - a. Four new opioids added to the drug testing panel –
      - i. The USDOT drug test remains a "5-panel" drug test; however, the list of opioids for which are tested will expand from three to seven opioids.
      - ii. The "opioid" category will continue to test for codeine, morphine, and heroin; however, the "opioid" testing panel will now be expanded to include four (4) new semi-synthetic opioids:
      - iii. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.

- iv. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.
  - b. ‘MDA’ will be tested as an initial test analyte
  - c. ‘MDEA’ will no longer be tested for under the “amphetamines” category.
  - d. The USDOT no longer requires blind specimens to be submitted to laboratories.
- 3. ADDITIONS TO THE LIST OF “FATAL FLAWS”
  - a. The following three circumstances have been added to the list of “fatal flaws”:
    - i. No CCF received by the laboratory with the urine specimen.
    - ii. In cases where a specimen has been collected, there was no specimen submitted with the CCF to the laboratory.
    - iii. Two separate collections are performed using one CCF.
- 4. MRO VERIFICATION OF PRESCRIPTIONS
  - a. When a tested employee is taking a prescribed medication, after verifying the prescription and immediately notifying the employer of a verified negative result, the MRO must then (after notifying the employee) wait five (5) business days to be contacted by the employee’s prescribing physician before notifying the employer of a medical qualification issue or significant safety risk.
    - i. Specifically, in cases where an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee under other USDOT medical qualification requirements, or that the prescription poses a significant safety-risk, the MRO must advise the employee that they will have five (5) business days from the date the MRO reports the verified negative result to the employer for the employee to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If in the MRO’s reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee’s prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the employer consistent with 49 CFR Part 40.327.
- 5. DEFINITIONS
  - a. The term “DOT, the Department, DOT Agency”



- i. Modified to encompass all DOT agencies, including, but not limited to, FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST), and any designee of a DOT agency.
  - ii. For the purposes of testing under 49 CFR Part 40, the USCG (in the Department of Homeland Security) is considered to be a DOT agency for drug testing purposes.
- b. The term “**Opiate**” is replaced with the term “**Opioid**” in all points of reference.
- c. The definition of “**Alcohol Screening Device (ASD)**” is modified to include reference to the list of approved devices as listed on ODAPC’s website.
- d. The definition of “**Evidential Breath Testing Device (EBT)**” is modified to include reference to the list of approved devices as listed on ODAPC’s website.
- e. The definition of “**Substance Abuse Professional (SAP)**” will be modified to include reference to ODAPC’s website. The fully revised definition includes:
  - i. A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

NOTE: The revisions listed in this addendum include only those revisions to 49 CFR Part 40 which may be referenced in our drug & alcohol testing policy. A list of all the revisions made to 49 CFR Part 40 can be found at <https://www.transportation.gov/odapc>.

**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:** 9/28/2020  
**SUBJECT:** Carolina Family Connections Contract - Foster Care

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Please see attached.

Please approve the attached contract between the Social Services Department and Carolina Family Connections for Foster Care Services.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Carolina Family Connections Contract - Foster Care	9/28/2020	Cover Memo

**Contract #                      Fiscal Year Begins 7/1/2020 Ends 6/30/2021**

This contract is hereby entered into by and between the **Rowan County Department of Social Services** (the "County") and **Carolina Family Connections** (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 20-5541568 and DUNS Number (required if funding from a federal funding source). 85-862-4518

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2021, This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 160,000.00. This amount consists of \$                      in Federal funds (CFDA #                      ), \$                      in State Funds, \$                      in County funds

☐ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$                      , which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$160,000.00.

**6. Reversion of Funds:**  
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.



**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donna F. Fayko, Director	Name & Title	Donna F. Fayko, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	donna.fayko@rowancountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ritchie Melchor/Vice President	Name & Title	Ritchie Melchor/Vice President
Company Name	Carolina Family Connections	Company Name	Carolina Family Connections
Mailing Address	3141 Amity Court, Suite 200	Street Address	3141 Amity Court, Suite 200
City State Zip	Charlotte, NC 28215	City State Zip	Charlotte, NC 28215
Telephone	704.568.9753		
Fax	704.568.9756		
Email	rmelchor@carolinafamilyconnections.com		

**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Specific Language Not Previously Addressed:**

*( can be deleted if not needed)*

**15. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

<u>Ritchie Melchor</u> Signature	<u>May 20, 2020</u> Date
<u>Ritchie Melchor</u> Printed Name	<u>Vice President</u> Title

**COUNTY**

<u>Donna Fayko</u> Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	<u>8-07-20</u> Date
<u>Donna Fayko</u> Printed Name	<u>Director</u> Title

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

_____ Signature of County Finance Officer	_____ Date
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**GENERAL TERMS AND CONDITIONS****Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

**Default and Termination**

**Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,



guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

#### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

#### **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

#### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

#### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN 20-5541568****A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Carolina Family Connections

2. *If different from Contract Administrator Information in General Contract:*

Address

Telephone Number: 704-568-9753 Fax Number: 704-568-9756 Email: r.melchor@carolinafamilyconnections.com

3. Name of Program (s): FOSTER CARE

4. Status: ☐ Public ☒ Private, Not for Profit ☒ Private, For Profit

5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Foster Care/Child Placing Agency

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care			
Therapeutic Foster Care	\$475	\$581	\$634
Residential Treatment (Level 2)			
Child Placing Agency	\$1,433	\$1,564	\$1,638
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75	
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.



E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit  
**CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.**

#### H. MUTUAL AGREEMENT

##### I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

##### II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

###### Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete *Quality Standards Tool* and provide to the County annually. (see attached)
3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

###### Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

**Communication and Planning:**

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

### **III. County**

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

#### **Share Information:**

1. Provide the following for each child upon admission:
  - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
  - b. Social Security card (copy of).
  - c. Medicaid card.
  - d. Documentation of custody.
  - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
  - f. Out-of-home family services agreement.
  - g. Psychological evaluation (if applicable).
  - h. Immunization record.
  - i. Visitation agreement (if applicable).
  - j. Child Health Status Component (DSS-5125-II).
  - k. Education Component (DSS-5245).
  - l. Birth certificate (copy of).
  - m. School enrollment letter (if applicable).
  - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
  - o. Any other forms or information required by the Private Partner.



**Provide Services:**

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

**Communication and Planning:**

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

  
(Signature of County Authorized Person)

8-07-20  
(Date Submitted)

  
(Signature of Contractor)

May 20, 2020  
(Date Submitted)

**FEDERAL CERTIFICATIONS****The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she has completed the attached **Disclosure Of Lobbying Activities** because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

**OR**

☒ He or she has not completed the attached **Disclosure Of Lobbying Activities** because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature <u>Patricia Melchor</u>	Title <u>Vice President</u>
Contractor Name <u>Carolina Family Connections</u>	Date <u>May 20, 2020</u>

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

**I. Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

Street 3141 Amity Ct. Suite 200

City, State, Zip Code Charlotte, NC 28215

Street \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_



3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure Of Lobbying Activities**

##### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503



**Disclosure Of Lobbying Activities**  
**(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date Of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District (if known) _____
<b>6. Federal Department/Agency:</b>  	<b>7. Federal Program Name/Description:</b> CFDA Number (if applicable) _____	
<b>8. Federal Action Number (if known)</b>  	<b>9. Award Amount (if known) \$</b>  	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	<b>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</b>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual    planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</b>  		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form - LLL



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**CAROLINA FAMILY CONNECTIONS  
POLICIES AND PROCEDURES MANUAL  
BOARD POLICY STATEMENT**

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Page 1 of 4**

Approved by: Curtis Ray

Revised

Last Issued: February 18, 2007

## **CONFLICT OF INTEREST**

### **Purpose**

The purpose of the conflict of interest policy is to protect the tax-exempt organization, Carolina Family Connections' interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Carolina Family Connections (CFC) or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **Definitions**

**Interested Person:** any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

**Financial Interest:** a person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which CFC has a transaction or arrangement,
- A compensation arrangement with CFC or with any entity or individual with which CFC has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CFC is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Procedures, item two, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Procedures**

opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

**Determining Whether a Conflict of Interest Exists:** after disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### **Procedures for Addressing the Conflict of Interest**

- An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and vote on, the transaction or arrangement involving the possible conflict of interest.
- The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- After exercising due diligence, the governing board or committee shall determine whether CFC can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in CFC' best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **Violations of the Conflicts of Interest Policy**

- If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.



### **Records of Proceeding**

The minutes of the governing board and all committees with board delegated powers shall contain:

- the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

### **Compensation**

- A voting member of the governing board who receives compensation, directly or indirectly, from CFC for services is precluded from voting on matters pertaining to that member's compensation.
- A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CFC for services is precluded from voting on matters pertaining to that member's compensation.
- No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CFC, either individually<sup>6</sup> or collectively, is prohibited from providing information to any committee regarding compensation.

### **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- Has received a copy of the conflicts of interest policy.
- Has read and understands the policy.
- Has agreed to comply with the policy, and
- Understands CFC is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### **Periodic Reviews**

To ensure CFC operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic review shall, at a minimum, include the following subjects:

- Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management organizations conform to CFC's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

### **Use of Outside Experts**

When conducting the periodic reviews as provided above, CFC may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

### **CONFLICT OF INTEREST**

Carolina Family Connections shall not supervise adoptive placements of members of their board of directors, governance structure, social services board, and county commission.

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Carolina Family Connections shall not supervise adoptive placements of agency employees and relatives of agency employees. Relatives include birth and adoptive parents, blood and half blood relative and adoptive relative including brother, sister, grandparent, great-grandparent, great-great grandparent, uncle, aunt, great-uncle, great-aunt, great-great uncle, great-great aunt, nephew, niece, first cousin, stepparent, stepbrother, stepsister, and the spouse of each of these relatives.

Private child-placing agencies shall not supervise adoptive placements of agency owners.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

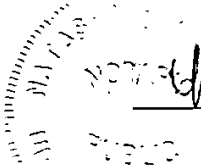
County Union

I, Natasha P. Melton  
~~Ritch Melton~~, Notary Public for said County and State, certify that

Ritch Melton personally appeared before me this day and acknowledged  
that he/she is Vice President of Carolina Family Connections  
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of  
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held  
on the 18th day of February, 2022.

Sworn to and subscribed before me this 20th day of May, 2022

  
Natasha P. Melton  
(Official Seal)

Notary Public

My Commission expires October 31st, 2023

**Instruction for Organization:**

**Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official





3141 Amity Court • Suite 200  
Charlotte, NC 28215-5745

PHONE: 704.568.9753  
FAX: 704.568.9756  
www.carolinafamilyconnections.com

Date of Certification: July 1, 2020

To: Rowan County Department of Social Services

Certification:

We certify that Carolina Family Connections does not have any overdue tax debts, as defined by N.C.G.S 105-243.1, at the federal, State or local level. We further understand that any person who makes a false statement in violation of N.C.G.S 143C-6-23 is guilty of a criminal offense punishable as provided by N.C.G.S 143C-10-1b.

Sworn Statement:

Derek Hodgson and Ritchie Melchor being duly sworn, say that we are the Board Chair and Vice President, Respectively, of Carolina Family Connections of Charlotte, in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and described by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____	<u>Ritchie Melchor</u>
Board Chair	Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Natasha P. Melton a Notary Public for the County of Union

State of North Carolina, do certify that Derek Hodgson and Ritchie Melchor personally appeared before Me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of May, 2020  
Natasha P. Melton

Notary Public Signature

Natasha P. Melton

Notary Public (Typed or Printed)

My Commission Expires: October 31st 2023

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Ratnie Melchor  
Signature

Vice President  
Title

Carolina Family Connections  
Agency/Organization

May 20, 2020  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT K

### What is a Private Non Profit Agency?

**Answer:** A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### What is a 501(c)(3) designation?

**Answer:** When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### What must a County Department of Social Services/Human Services do?

**Answer:** Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Revised 06-2015



## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Carolina Family Connections

Contractor's Authorized Agent: Signature Ritchie Melchor Date May 20, 2020

Printed Name Ritchie Melchor Title Vice President

Witness:

Signature

Derek J. Hodgson

Date

5/20/2020

Printed Name

DEREK J. HODGSON

Title

BOARD CHAIR

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,  
CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.



**Ensuring Equal Opportunity Access for Persons with Disabilities:** The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Ritnie Melchor  
Signature

Vice President  
Title

Carolina Family Connections  
Agency/Organization

May 20, 2020  
Date

(Certification signature should be same as Contract signature.)



North Carolina Department of Revenue

Michael F. Easley  
Governor

E. Norris Tolson  
Secretary

January 23, 2007

CAROLINA FAMILY CONNECTIONS  
3915 LAUREL VIEW CIRCLE  
INDIAN TRAIL NC 28079

**ID: 0865799**

Ladies and Gentlemen:

Thank you for furnishing information concerning the subject corporation's tax status.

This Department has assigned the corporation an exempt status for franchise and income tax purposes under Sections 105-125 and 105-130.11(a)(3), respectively, of the General Statutes of North Carolina. This determination applies only to the organization's status under the corporate income and franchise tax laws.

If it becomes subject to the tax on unrelated business income as provided in G. S. 105-130.11(b), it will be required to complete the income tax schedules of *North Carolina Corporation Franchise And Income Tax Return* (Form CD-405) and file the return on or before the 15th day of the fifth month after the close of the income year, subject to any extension of time which may be granted.

This exemption is contingent upon the corporation's operating within the scope of the applicable provisions of the Internal Revenue Code. This exempt status becomes invalid at the same time as, and upon a determination by the Internal Revenue Service that the organization does not qualify for a tax exempt status under the Internal Revenue Code of 1986 or corresponding provisions of any subsequent Federal Tax Laws.

In the event the Internal Revenue Service denies a current exemption request or revokes a previous exemption this Department should be notified promptly. In the event of changes to either the Articles of Incorporation or to the nature of the functions for which exemption has been granted, this Department should also be notified promptly.

G. F. Finnen  
Administrative Officer  
Taxpayer Assistance Division  
Toll Free: 1-877-919-1819, ext. 30150

GFF/tnt

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

5 Address (number, street, and apt. or suite no.) See instructions.  
3141 Amity Court Suite 200

6 City, state, and ZIP code  
Charlotte, NC 28215

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	0	-	5	5	4	1	5	6	8
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Renee Melton

Date ► May 20, 2020

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2020

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

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

<b>PRODUCER</b> Cleo Blue BLUE ASSOCIATES, LLC 150 N. STEELE STREET SANFORD NC, 27330		<b>CONTACT NAME:</b> Cleo Blue <b>PHONE (A/C, No, Ext):</b> 919-775-2205 <b>E-MAIL ADDRESS:</b> blueassc@windstream.net <b>FAX (A/C, No):</b> 919-775-2365	
<b>INSURED</b> Carolina Family Connections 3141 Amity Court, Ste. 200 CHARLOTTE, NC 28215		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Markel Ins Co <b>NAIC #</b> 38970 <b>INSURER B:</b> New York Marine & Gen Ins Co <b>16608</b> <b>INSURER C:</b> <b>INSURER D:</b> Markel Ins Co <b>38970</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Sexual Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HUP2077-03	07/01/19	07/01/20	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		HUA2076-03	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC202000018729	01/22/20	01/22/21	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is included as additional insured for operations conducted by the named insured.  
The owner is not covered under the above Workes Compensation Policy.

## CERTIFICATE HOLDER

Rowan County DSS  
1813 East Innes Street  
Salisbury, NC 28146

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cleo D. Blue

**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:** Randy Cress, Assistant County Manager / CIO  
**DATE:** 9/29/2020  
**SUBJECT:** Request Approval for OpenBroadband Contract for Broadband Expansion

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After legal review, we have worked with OpenBroadBand, LLC for a Scope of Work contract that will take advantage of our offering of \$50,000 in County Grant Funding and up to \$100,000 of CRF Funding from the CARES Act.

Request Board approval to proceed with the contract as presented.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Contract	9/29/2020	Cover Memo

**NORTH CAROLINA  
CONSTRUCTION AGREEMENT  
ROWAN COUNTY**

THIS CONSTRUCTION AGREEMENT (hereinafter called "Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Open Broadband, LLC, (hereinafter called the "Contractor"), and Rowan County, a political subdivision of the State of North Carolina, (hereinafter called the "County," "Rowan County," or "Owner").

**W I T N E S S E T H:**

That the Contractor and the Owner, for the consideration herein named, agree as follows:

**1. CONTRACT DOCUMENTS; PRIORITY**

The Contract Documents consist of this Agreement together with any and all Addenda, Schedules or Exhibits, the Rowan County Request for Proposals: Broadband Service to Unserved and Underserved Areas dated July 14 2020, the Open Broadband RFP Response for Rowan County: Broadband Service to Unserved and Underserved Areas dated August 13, 2020. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement with Addendum "Additional Terms";
- b. Rowan County Request for Proposals (RFP); and
- c. Contractor Proposals.

**2. SCOPE OF WORK**

The Contractor shall furnish and deliver all of the materials, and perform, and be fully responsible for all of the Work required by this Agreement within the time period stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner and in accordance with the following enumerated documents, which are made a part hereof as if fully contained herein:

Open Broadband, LLC RFP response dated August 13, 2020 which fully describes the work to be performed, such work (hereinafter called the "Work") and described below:

Open Broadband will implement a Broadband Pilot Program for the county, focusing on the two priority areas in the northwest and southeast portions of the county. Open Broadband will enter Rowan County as a competitive ISP, offering high-speed affordable internet service, and extending broadband into underserved areas of the county. Implement a fixed-price Pilot Program to build network to cover the area defined below:

- a. Priority Area 1 - Scotch Irish Areas. Open Broadband will perform the following Scope of Work.
  - Enter into a Tower Lease Agreement with American Tower to access their tower on Young's Mountain.

- Install fixed-wireless antennas on this tower for 5 GHz unlicensed and 3.5 GHz CBRS 3-Tier Shared Spectrum Licensing point to multi-point broadband connections to customers.
  - Install switching, routing, and other electronics at the tower base to provide service
  - Establish a sign-up page for residents interested in getting broadband to their homes, and begin marketing the service.
  - Establish an inventory location within the county for customer premise equipment
  - Implement North Carolina based, 24/7 support for customer service
  - Implement online billing functionality to include Rowan County customers
  - Acquire the customer premise equipment
  - Establish a testing and installation workforce to perform home installations
  - Provide regular status reports to the county on progress
- b. Priority Area 2 – Morgan Ridge Areas. Open Broadband will perform the following Scope of Work.
- Enter into a Tower Lease Agreement at The Springs at High Rock Lake in southern Davidson County to access their tower.
  - Utilize the current Tower Lease Agreement with Stanly County to mount equipment on the tower in Tuckertown area of north Badin Lake.
  - Install fixed-wireless antennas on this tower for 5 GHz unlicensed and 3.5 GHz CBRS 3-Tier Shared Spectrum Licensing point to multi-point broadband connections to customers.
  - Install switching, routing, and other electronics at the tower base to provide service
  - Establish a sign-up page for residents interested in getting broadband to their homes, and begin marketing the service.
  - Establish an inventory location within the county for customer premise equipment
  - Implement North Carolina based, 24/7 support for customer service
  - Implement online billing functionality to include Rowan County customers
  - Acquire the customer premise equipment
  - Establish a testing and installation workforce to perform home installations
  - Provide regular status reports to the county on progress

### 3. **TIMELINE AND SCHEDULING**

#### **Pilot Program Timeline**

Broadband Pilot Programs are typically 1-year in duration, and gaining access to towers is typically the longest lead-time item. For Young's Mountain, the project timeframe to gain access to the tower will be controlled by American Tower, and to some extent county permitting requirement process and timeframes.



Open Broadband already has a tower lease agreement with Stanly County to use the Tuckertown tower, and conversations have already taken place about using the tower at The Springs. These existing relationships are likely to result in priority area 2 being ready prior to priority area 1.

Open Broadband will do everything we can to provide information to the tower owners and to the county so there are no delays due to things we control.

Open Broadband will implement the two areas as follows:

Day 1	Hold the project kick-off meeting. Provide Project and Construction Management documents and cost estimates
Days 2 - 30	Open Broadband will order the equipment and bandwidth circuit, open a website sign-up page for interested customers and begin advertising on social media channels
Days 30 - 60	For the towers under Installation and turn-up of equipment and circuit
Days 60 – 90	System Performance Testing and configuration, conduct final project inspections, and identify beta users
Days 90 – 120	Turn up initial beta users and ensure customer satisfaction
Days 120+	Begin <b>General Availability</b> and begin turning up customers at scale

Contractor recognizes that the county desires a November 1 service start date. This date is potentially achievable for non-commercial tower sites such as The Springs and the Stanly County tower where Contractor already have an agreement. Contractor cannot guarantee a November 1 ready date for the American Tower on Young's Mountain as Contractor does not control their process.

#### 4. STANDARD OF CARE AND DUTIES OF CONTRACTOR

- a. The Contractor shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Contractor practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work.
- b. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance or configuration.
- c. Contractor shall be responsible for all Contractor, Subcontractor, and Sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Contractor or any Subcontractor or Sub-subcontractor. Contractor shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the Owner.

- d. Contractor is an independent contractor of Owner. Any and all employees of the Contractor engaged by the Contractor in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees or agents of the Contractor only and not of the Owner, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.
- e. Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal -discrimination laws, policies, rules, and regulations.
- f. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Contractor represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- g. The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as specifically set forth in the Contract Documents the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- h. The Contractor shall attend all progress conferences and all other meetings or conferences either in-person or via conference call. The Contractor shall be represented at these progress conferences by the Area Manager and by such other representatives as the Owner may direct.

## **5. PROJECT FUNDING**

### **Project Funding:**

Open Broadband will operate in a public-private-partnership with the county to implement the Broadband Pilot Program objectives. Each party is asked to financially support the project as follows:

#### **Priority Area 1: Installation on Young's Mountain Tower.**

##### **Project Funding Required from Rowan County - \$50,000**

Use of Funds: Purchase of equipment including routers, switches, antennas, radios, power supplies, cable, CPE, and other physical equipment. Fees to certified tower climbers and other installation contractors. Fees to American Tower for site application, structural analysis, electrical, other startup costs fees imposed for the project. See Equipment List in Exhibit 3.

##### **Open Broadband Contributing Funds - \$50,000**

Use of Funds: Internet bandwidth circuits inclusive of BGP routing, network design and IP addressing schema of the system, RF propagation mapping and planning, Project Management, Vendor Management, Construction Management, Billing, Customer Care and Maintenance, Network Maintenance, Sales and Marketing

## **Priority Area 2: Installation on two towers – The Springs and Tuckertown in Stanly County.**

### **Project Funding Required from COVID Relief funds - \$100,000**

Use of Funds: Purchase of equipment including routers, switches, antennas, radios, power supplies, cable, CPE, and other physical equipment. Fees to certified tower climbers and other installation contractors. Fees to American Tower for site application, structural analysis, electrical, other startup costs fees imposed for the project. See Equipment List in Exhibit 3.

### **Open Broadband Contributing Funds - \$100,000**

Use of Funds: Internet bandwidth circuits inclusive of BGP routing, network design and IP addressing schema of the system, RF propagation mapping and planning, Project Management, Vendor Management, Construction Management, Billing, Customer Care and Maintenance, Network Maintenance, Sales and Marketing

Open Broadband Tasks include:

1. Design a network that is cost-effective and which provides redundancy
2. Develop environmental documents, project recommendations, and cost estimates
3. Prepare detailed design and construction plans, technical specifications, and documents
4. Act as project manager for all construction phases
5. Provide on-site construction inspections and management
6. Conduct system performance tests
7. Conduct final project inspections and prepare final construction report
8. Maintain the equipment needed to provide retail broadband services to residential and business customers
9. Provide management functions of the service provision, including sales, billing and customer service

### **Payment Plan**

1. Young's Mountain Fixed Wireless Broadband Expansion
  - a. Bill of materials for initial capital outlay (50% of BoM costs)
  - b. Installation of initial bill of materials on site and service operational ready (remaining 50% of BoM costs)
  - c. First or second month reporting milestone of service delivery (Total Grant – BoM Costs @ 50%)
  - d. Year-end reporting milestone of service delivery (Final Payment)
2. Morgan Ridge Fixed Wireless Broadband Expansion
  - a. Bill of materials for initial capital outlay (50% of BoM costs)
  - b. Installation of initial bill of materials on site and service operational ready (remaining 50% of BoM costs)
  - c. First or second month reporting milestone of service delivery (Total Grant – BoM Costs @ 50%)
  - d. Year-end reporting milestone of service delivery (Final Payment)

## 6. NON-APPROPRIATION

- a. Contractor acknowledges that Owner is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.
- b. In the event that public funds are unavailable and not appropriated for the performance of Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Owner immediately upon written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.
- c. In the event of a change in the Owner's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Contractor of such limitation or change in Owner's legal authority.

## 7. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Owner:  
Rowan County  
Attn: Aaron Church  
130 W Innes St  
Salisbury, NC 28144

Contractor:  
Open Broadband, LLC  
Alan Fitzpatrick  
PO Box 723  
Waxhaw, NC 28173

## 8. USE OF FUNDS

Contractor will use funds solely for the purposes described in the Scope of Work. Funds may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the broadband network shall be used by Contractor to support the purposes of fulfilling the Scope of Work. Contractor has provided the Owner with a Scope of Work as described in the RFP response. Owner payments are restricted to fund only the Scope of Work defined in this Agreement.

## 9. PROJECT REPORTING

A. Record Keeping. Contractor shall maintain financial and other records that specifically show the use of the Funds exclusively for the purposes of the Scope of Work. Contractor shall maintain such records for at least three (3) years after the end of the Agreement. Owner shall have the right, upon reasonable notice, to conduct on-site visits and to audit at any time up to three (3) years after the end of the Funds Period, Contractor's records relating to the expenditure of the Funds.

B. Written Reports. The Contractor shall submit written reports (described below) relating to the expenditure of the Funds and the progress of the Funds purposes. Contractor shall submit to Owner in writing the following reports:



- (i) Monthly Reports. On or before the 15<sup>th</sup> of each month, Contractor shall submit a use-of-funds report for the previous month, compliance with the terms of this Agreement, and the progress made toward achieving the purposes of the Scope of Work including status of the network build and activation of customers by address.
- (ii) Final Report. Contractor shall submit to Owner a final report detailing the use of the Funds and describing the progress made toward the purposes of the Scope of Work within thirty (30) days after the expiration of the term of the Funds.
- (iii) Other Reports. In addition to the above reports, the Contractor shall comply with the reasonable requests of Owner for other reports. Contractor shall also make its personnel available at the reasonable request of Owner to discuss expenditures, records and the progress of the Funds Project.

## 10. OWNER CONTRIBUTIONS

As described in Rowan County Request for Proposals, Rowan County will offer the following:

If requested and possible, Rowan County will leverage existing business relationships with some or all of its partner organizations, e.g., municipalities, schools, and colleges, to facilitate access agreements. The county may provide access to assets, grant funding, and assistance by demand.

### 10.1.1 Rights of Way and Easements

If requested, Rowan County will cooperate with Vendor(s) in its efforts to gain access to rights of way or easements owned or controlled by third parties within the Service Area.

### 10.1.2 Pole Attachment Rights

If requested, Rowan County will cooperate with Vendor(s) in its efforts to gain access to poles owned or controlled by third parties within the Service Area.

### 10.1.3 Co-location Space and Power

Rowan County may provide access to segregated, secured spaces for telecommunications and network equipment within facilities owned or leased by Rowan County; this space may exist in telecom closets or equipment huts at tower sites, fire stations, municipal buildings, or other locations. This space is typically not tiered data center space, and it is generally unconditioned beyond standard building climate control.

Some locations may contain generator/UPS backup for electrical utility service, although Rowan County is open to proposals from Vendor(s) to add redundant services. Vendor(s) may choose to segregate their equipment within the shared space. Rowan County will provide reasonable 24x7 access to the space for equipment maintenance and repair. The intent of Rowan County is to make space available throughout the period the Vendor provides service. Prospective Vendors may propose alternate property interests in the available co-location space, but any provision of publicly owned space shall be subject to the disposition requirements of Article 12 of Chapter 160A of the North Carolina General Statutes, including potential upset bid requirements for any lease term in excess of 10 years.

Access to a segregated, secured space within a data center facility or computer room owned or leased by Rowan County used for servers, telecommunications, and/or network equipment may also be made available. Rowan County may provide access to the space through routine IT operations processes or

through accompanied access to the space; alternatively, Vendor(s) may choose to segregate Vendor(s) and Rowan County's equipment from each other in order for Rowan County to provide full access by Vendor(s) into the facility without escort. Rowan County will ensure the data center is capable of receiving electrical service, computer room air conditioning, and customary facility monitoring services. Rowan County will provide reasonable 24x7 access to the space for equipment maintenance and repair. Vendor(s) will be required to adhere to municipal security policies and practices for working in such a space. Co-location space will be determined as requested to see if Rowan County can accommodate.

## **11. MISCELLANEOUS**

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Contractor. The costs for material and structural testing, including any desired tower structural analysis, shall be conducted by an independent third party at the expense of the Owner. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and/or the requirements of any code or law the Contractor is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and/or any code or law.
- d. Should the Owner reject any portion of the Work for failing to comply with the Contract Documents Contractor shall immediately, at Contractor's expense, correct the Work. Any such rejection may be made before or after substantial completion.
- e. The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.

## **12. CONSEQUENTIAL DAMAGES**

- a. Owner and Contractor mutually waive any claim against each other for consequential damages. Consequential Damages include:
  - (i) Damages incurred by Owner for loss of use, income, financing, or business.
  - (ii) Damages incurred by Contractor for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

## **13. INSURANCE**

During the term of this Agreement Contractor will maintain the following insurance levels:

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability \$500,000 bodily injury, \$500,000 bodily injury by disease, and \$500,000 by disease policy limit.

Commercial general liability of not less than \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 Personal and Advertising Injury Limit, \$1,000,000 Each Occurrence Limit, and \$100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For automobile liability the limits shall not be less than \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury liability, and \$1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than \$2,000,000 or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Professional liability insurance shall not be less than \$1,000,000 per occurrence and shall hold Rowan County, its departments, agents, employees or assigns harmless from any claim, including claims for attorneys fees or other legal expenses, which may arise as a result of the sole negligence or malpractice of an employee of the contractor in providing services.

#### **14. ENTIRE AGREEMENT**

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between Owner and Contractor. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures. If any provision of the Agreement or General Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

**ROWAN COUNTY:**

**CONTRACTOR:**

By: \_\_\_\_\_

Rowan County

By: \_\_\_\_\_

Alan Fitzpatrick  
CEO  
Open Broadband, LLC

## ADDENDUM A

### ADDITIONAL TERMS

1. Program Duration. The Program shall consist of two (2) terms. The “Construction Term” shall be the time period to fulfill the equipment purchase and installation, which is anticipated to occur prior to December 31, 2020. The “Maintenance Term” shall be a period of two (2) years following the end of the Construction Term, during which Contractor shall make commercially reasonable efforts to provide the intended broadband service consistent with its proposals to County. During the Maintenance Term, Contractor shall be subject to certain performance and reporting standards outlined in this Agreement, as well as certain claw back provisions set forth hereinbelow.
2. Termination and Availability of Funds. If the Contractor fails to fulfill in a timely manner its obligations or violates any of the covenants or stipulations under this Agreement, the County may terminate this Agreement with written notice and withhold any unpaid sums until such breach is cured. In the event the breach is not cured, Contractor shall return all unspent funds in its possession and County shall have available remedies provided by law. All funds for the Program are subject to the availability of funds and non-appropriation language contained in the Agreement.
3. Indemnity and Liability for Loss. Contractor hereby agrees to release, indemnify and hold harmless the County and its respective employees, officers and elected officials (together “Indemnified Parties”) from any claims of third parties arising out of any act or omission of the Contractor or its employees, subcontractors or vendors in connection with performance of this Agreement or the Program and any losses associated therewith. Without limiting the foregoing, Contractor agrees to indemnify and hold harmless the Indemnified Parties from any contractual liability for money owed and shall remain solely liable for Contractor’s obligations to third parties. This indemnity shall further include holding harmless County from any damage or injury to persons or damage to property in connection with Contractor’s performance of its obligations herein, whether arising out of acts or omissions or negligence of Contractor or its employees or subcontractors or vendors. All insurance required of Contractor shall include coverage for this Indemnity provision.
4. Contractor Representations and Warranties. The Contractor hereby represents and warrants:
  - a. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action and are not in contravention of law or its bylaws or operating agreement;
  - b. There is no action or proceeding or investigation at law or in equity or before any court or governmental unit pending, or to the knowledge of Contractor, threatened against or affecting it that might have an adverse effect on the Project or Program and Contractor’s ability to perform and discharge its obligations herein. County’s discovery of any such action will constitute a breach of this Agreement;
  - c. No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by Contractor. To the extent governmental approval is required, Contractor shall provide the same to County prior to undertaking its obligations; and
  - d. Contractor is solvent, is financially capable of performing the Project responsibilities, is a going concern, is duly authorized to do business in the State of North Carolina, and is not delinquent in any federal or state taxes or license fees. County’s discovery of anything to the contrary herein shall constitute a breach of this Agreement and County may withhold any funds, and to the extent funds have been disbursed, recover all amounts paid unless such breach is cured by Contractor to the satisfaction of County.
5. Cessation/Termination, Bankruptcy, Dissolution or Transfer of Assets.



- a. The Contractor agrees at all times to preserve its legal status, except that it may merge or consolidate with or into another legal entity ONLY with prior approval of County. To the extent such merger or consolidation includes a sale of assets acquired with Project funds, any such amounts shall be immediately due and payable to County unless the resulting entity agrees to perform the Contractor's obligations during the remainder of the Maintenance Term. This claw back provision shall not apply to any merger, consolidation or sale that occurs outside of the Maintenance Term;
  - b. If during the Construction Term or Maintenance Term, Contractor ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the expiration of the Maintenance Term, Contractor shall immediately provide notice of such event to County, and upon request, pay back all sums previously disbursed to Contractor by County; and
  - c. If Contractor fails to provide the notice above, such failure shall constitute a breach of this Agreement and material default of its obligations. Upon such breach or default, County may immediately terminate this Agreement and suspend any payments to Contractor.
6. Additional Repayment Requirements and Remedies.
- a. The repayment requirements and remedies address in this section are in addition to those repayment requirements set forth above, including the requirements to repay unspent Program funds. No remedy herein is intended to be exclusive of any other available remedy, but each and every remedy shall be cumulative and in addition to every other remedy.
  - b. Contractor acknowledges that payment by County of Program funds to Contractor are predicated upon the deployment of broadband infrastructure during the Construction Term and fulfilling service expectations during the Maintenance Term.
  - c. Within the Maintenance Term, in the event Contractor fails to meet the expectations set forth in its Proposal to County, the parties shall discuss in good faith any necessary adjustment in expectations of service numbers and reset Program Goals.
7. Expiration of Maintenance Term. Upon the expiration of the Maintenance Term, all assets purchase by Contactor with Program Funds shall become the unencumbered personal property of Contractor; provided, however, it is the intent of the parties hereto that any broadband service made available by the purchase of such equipment shall be maintained by Contractor or its successors for the purposes intended herein and broadband access maintained for the underserved areas of Rowan County for which the Program Funds were initially made available to Contractor.

**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:** Don Bringle, Parks and Facilities Director  
**DATE:** September 29, 2020  
**SUBJECT:** Replacement of HVAC System Lower Unit (EMS) at Agricultural Building

---

Below are base bids and alternate bids for this project:

Graham Piping

Base Bid = \$129,000

Alt-M1 = \$5,650 (to replace flexible duct and connectors)

Alt-M2 = \$4,500 (to replace all diffusers and grills)

Ridge Mechanical

Base Bid = \$128,000

Alt-M1 = \$6,500

Alt-M2 = \$7,000

American Industrial

Base Bid = \$134,000

Alt-M1 = \$2,335

Alt-M2 = \$7,880

Professional Air

Base Bid = \$144,998

Alt-M1 = \$6,877

Alt-M2 = \$9,435

Beaver Brothers

Base Bid = \$159,650

Alt-M1 = \$8,200

Alt-M2 = \$12,630

Accept base bid with alternate bid 1 and alternate bid 2 from Graham Piping. Bids were opened on 9/16/2020.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** September 25, 2020  
**SUBJECT:** Public Hearing: Solar Moratorium Ordinance

---

**BACKGROUND**

The current moratorium applicable to creation or expansion of any ground mounted solar energy system (having a panel area greater than 6,000 sq ft) located in the County's planning jurisdiction is set to expire on Tuesday, October 6, 2020.

At its September 21, 2020 meeting, the Commission expressed its intent to extend the moratorium for another six (6) month period. The accompanying ordinance includes the relevant rationale and actions to be accomplished during this extension.

Although this meeting will be conducted in-person and virtually, public notice of the hearing advised that seating capacity would be limited and offered that comments may be submitted via email for consideration and entered into the record.

**RECOMMENDATION**

1. Receive Staff Report
2. Conduct Public Hearing
  - a. In-Person comments
  - b. Virtual attendees
  - c. Emailed comments
3. Close Public Hearing
4. Vote on Moratorium Ordinance\*

\*NCGS provisions stipulate that ratification may only occur after 24 hours following the initial vote. The Commission should recess this meeting and take final vote on the ordinance on October 6, 2020.

**ATTACHMENTS:**

Description	Upload Date	Type
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**An Ordinance to Extend the Moratorium for  
Establishing or Expanding Ground Mounted Solar Energy Systems  
In Rowan County's Planning Jurisdiction**

**WHEREAS**, North Carolina General Statutes 153A-34 delegates the authority to govern Rowan County, NC to the Rowan County Board of Commissioners; and,

**WHEREAS**, North Carolina General Statutes 153A-340 (future codification as NCGS 160D-702) grants North Carolina counties the power to enact zoning and development regulations, "for the purpose of promoting health, safety, morals, or the general welfare;" and,

**WHEREAS**, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107) authorizes counties to adopt temporary moratoria on any development approval required by law provided the duration is reasonable to correct, modify or resolve such conditions necessitating the moratorium; and,

**WHEREAS**, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107(e)) allows for renewal or extension of a moratorium when the steps outlined in the course of action still remain or new facts and conditions warrant an extension; and,

**WHEREAS**, the COVID-19 pandemic is a condition that has affected every aspect of daily life for all U.S. citizens, prompting federal, state and local governments to initiate drastic changes to protect the public health, safety and welfare of the nation, North Carolina and Rowan County; and,

**WHEREAS**, the North Carolina General Legislature adopted Session Law 2020-3 (Senate Bill 704) on May 4, 2020, entitled "An Act to Provide Aid to North Carolinians In Response to the Coronavirus Disease (COVID-19) Crisis" authorizing a variety of measures and programs allowing for remote meetings; extensions to permit deadlines; extensions for mandated legislative updates and adoption of local planning related ordinances; and,

**WHEREAS**, Rowan County has taken every precaution to protect not only its citizens, but also its employees by instituting a number of protective measures including remote meetings, but has observed instances where a lack of reliable internet service in parts of the County have prevented some of its citizens from participating in meetings; and,

**FURTHERMORE**, Rowan County is keenly aware this moratorium is of significant interest to its citizens and the solar industry and desires their input in the process in developing suggested text amendments to the Rowan County Zoning Ordinance; and,

**NOW, THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Rowan County, North Carolina, does amend and extend the following:

## **Section I. Title**

This ordinance shall be known and may be cited as the Ground Mounted Solar Energy System (Photovoltaic Array) Moratorium for facilities greater than six thousand (6,000) square feet in area located in Rowan County, North Carolina.

## **Section 2. Problem Statement and Course of Action**

Pursuant to NCGS 153A-340(h)(1) (future codification as NCGS 160D-107(e)), the rationale for extending the six month moratorium is substantiated by the following:

- a. The COVID-19 Pandemic has impacted the effectiveness and meaningful discussion that local government meetings have proffered. Inadequacy: Lack of internet connectivity in parts of the County; inability to share ideas and receive information from all interested parties in a virtual meeting format.
- b. The Land Use Plans for the Eastern Area, Western Area and the I-85 South Corridor of Rowan County did not consider or provide recommendations for locating ground mounted solar energy systems greater than 6,000 sq ft in area. Inadequacy: Recommendations or considerations for locating new ground mounted solar energy systems in the County's land use plans were not provided.
- c. The Commission has received complaints from property owners and residents adjoining said facilities during the construction phase related to dust and erosion, vehicular congestion and construction traffic, further exacerbated by a lack of adequate visual separation once operational. Inadequacy: Text amendments did not provide recommendations for dust and erosion and vehicular congestion during construction phase of the project.
- d. Amendments to the Rowan County Zoning Ordinance (RCZO) adopted March 4, 2013 applicable to said facilities did not adequately anticipate their proliferation and associated impacts related to scale, location, setbacks and screening / buffering.
- e. Due to the purported longevity of said facilities, the Commission has concerns about on-going maintenance and decommissioning if no longer operational. Inadequacy: Although the County's proposed Decommissioning Plan establishes responsibility and framework for decommissioning, the County still desires to research issues related to executing the bond and options for designating a payee other than the County in land lease situations.

Absent extension of this ordinance, it is anticipated the County will receive additional applications for these facilities that may create additional or continued conflicts with adjoining land uses. Given the amount of study invested in previous amendment preparations, the County was hopeful this recent extension would have been brief, but the COVID-19 pandemic significantly altered all aspects of daily life. The County believes another brief extension will allow adequate consideration by both the Planning Board and Board of Commissioners relative to the items listed in Section 2 of this Ordinance.

### **Section 3. Applicability**

Pursuant to the requirements of NCGS 153A-340(h)(2) (future codification as NCGS 160D-107(d)2) , this ordinance shall apply to any and all properties in the planning and zoning jurisdiction of Rowan County, NC that submit an application(s) for a building or electrical permit, soil erosion and sedimentation control plan, conditional use or a zoning permit to establish or expand a ground mounted solar energy system (photovoltaic array) in excess of 6,000 sq ft in area. These facilities are classified within Industry Group Number 491 in the 1987 Standard Industrial Classification (SIC) manual.

Extending the moratorium will provide the Rowan County Planning Board an opportunity to finalize text amendments that address the primary and secondary impacts associated with these facilities and prepare recommendations for the Board of Commissioners to consider as amendments to the RCZO and the Eastern Area, Western Area and the I-85 South Corridor Land Use Plans, as applicable.

### **Section 4. Moratorium Duration**

The extension of this moratorium ordinance shall be in effect for an additional six (6) month time period beginning October 6, 2020 until April 6, 2021 unless such revisions to the RCZO are adopted prior to the moratorium deadline enumerated in this section. The six (6) month extension is reasonable to the extent that it allows the Planning Board to further study the items of ‘inadequacy’ identified in Section 2 of this Ordinance.

### **Section 5. Schedule of Actions**

Upon extension of this moratorium ordinance, the Rowan County Board of Commissioners will direct the Planning Board to update its recommended amendments to the RCZO standards based on this schedule. Depending on duration, the scheduled activities will coincide with the 6 month moratorium.

<b>DATE</b>	<b>ACTION</b>
October – December 2020	Planning Board will prepare DRAFT text amendments to the RCZO as directed herein
January 2021	Planning Staff will provide DRAFT text amendments to the Rowan County Board of Commissioners for direction and guidance
January - February 2021	Suggested revisions or guidance from the Board of Commissioners will be incorporated into the DRAFT text amendments (as necessary)
February 2021	Rowan County Planning Board will conduct a Courtesy Hearing on the DRAFT text amendments and provide its recommendation to the Board of Commissioners
March 2021	Board of Commissioners schedules Public Hearing for Planning Board’s recommended DRAFT text amendments
April 5, 2021	Board of Commissioners conducts Public Hearing

### **Section 6. Exception to Moratorium Provisions**

This moratorium does not apply to the rights of an individual to erect or place solar collectors on residential property as allowed per NCGS 153A-144.

**Section 7. Effective and Termination Dates**

This ordinance shall be extended and enforced as of the 6<sup>th</sup> day of October, 2020 until April 5, 2021 unless its terms and duration are amended by the Rowan County Board of Commissioners.

---

Gregory C. Edds, Chairman

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Carolyn Barger, 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:** Randy Cress, Assistant County Manager/CIO  
**DATE:** September 25, 2020  
**SUBJECT:** Public Hearing for CDBG-CV Application

---

Rowan County is preparing an application to the North Carolina Department of Commerce for the Community Development Block Grant Coronavirus (CDBG-CV) to respond to and recover from the health and economic impacts of COVID-19. The maximum grant amount is \$900,000 per grantee with some restrictions for specific activities. There is no minimum grant amount.

The objective of the CDBG-CV program is to provide programs that benefit low to moderate (LMI) income people. All activities must result in achievement objective, typically by providing services to an LMI clientele or to LMI persons residing in a qualified area. Funds must be used for public services, public facilities, and special economic development activities that prevent, respond to, or prepare for COVID-19.

The purpose of the hearing is to obtain citizens input into the identification of economic needs and desired economic development activities. The input from the hearing will be incorporated into the County's consideration and submission of a CDBG-CV application to the Department of Commerce.

No board action is required at this time.

Rowan County has an open RFP for Grant Preparation services and County staff will look to have a recommendation for the Board's approval on the October 19th meeting. This will incorporate the Board's and citizen input with review by our contracted Grant Preparation firm for an electronic application form to be open from October 19 - November 5 along with a recommendation for the CDBG-CV review team.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** September 25, 2020  
**SUBJECT:** Consider FSW-02-20: Patterson Request

---

**REQUEST**

Ms. Tammy Patterson has submitted a family subdivision waiver (FSW-02-20) request for consideration by the Commission. If granted, her request would allow conveyance of a parcel (TP: 644-169) to a member of her extended family.

**RECOMMENDATION**

Although not required by the waiver process, Staff encourages the Commission to accept any comments from adjoining property owners that may attend the meeting. The suggested process for consideration may be:

1. Receive Staff Report
2. Applicant Comments
3. Adjoining Property Owner Comments
4. Approve, Deny or Table FSW-02-20

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	9/28/2020	Cover Memo
Attachment 1: Staff Determination	9/28/2020	Backup Material
Attachment 2: FSW-02-20 Waiver Request	9/28/2020	Backup Material



## Rowan County Planning and Development Department

402 North Main Street ■ Room 204 ■ Salisbury, N.C. 28144-4341

Phone: 704-216-8588 ■ Fax: 704-216-7986

### STAFF REPORT

TO: Chairman Edds and Board of Commissioners  
FROM: Planning Department Staff  
RE: Family Subdivision Waiver request (FSW-02-20)  
DATE: September 18, 2020

#### SUBDIVISION STANDARDS

In general terms, Rowan County's Subdivision Ordinance (RCSO) regulates the creation of new lots to establish minimum sizes and dimensions, along with ensuring access by a road that meets NCDOT standards. The County's family subdivision option substitutes use of a twenty (20) foot easement for access, instead of the NCDOT road standard.

Section 22-6 of the RCSO includes six (6) exemptions to the regulation of newly subdivided lots and item (f) of that section exempts land divided by a will from the requirements noted above.

#### BACKGROUND

Mr. Ronald Ernest Jordan previously owned the parent tract (Tax Parcel 644-114) and upon death, his estate was divided subject to his last will and testament. His will directed his daughter, Tamelia Jordan Patterson, to have lifetime rights to said tract and then be transferred to her son upon her death. However, during settlement of his estate this tract was subdivided by deed resulting in two (2) tracts, Tax Parcels 644-114 and 644-169. As his will did not direct a division of the parent tract, it is not considered exempt per 22-6(f) of the RCSO and should have been subject to its provisions for creation of new lots. An adjoining property owner recently brought this situation to the attention of Staff and a subsequent opinion was rendered to Ms. Patterson (Attachment 1).

#### REQUEST

Ms. Tamelia Jordan Patterson has submitted a request for the Commission to consider granting a waiver pursuant to Section 22-54 of the Rowan County Subdivision Ordinance. As per this section, waiver requests from the Family Subdivision requirements may be authorized by the Commission when more than three (3) lots are proposed or when a lot(s) is to be conveyed to a family member not considered *immediate family*. Immediate family is defined as "an individual's grandparents, step-grandparents, parents, step-parents, sibling (full, half or step), children, step-children, grandchildren and step-grandchildren, whether natural or legal." In this case, Ms. Patterson intended to convey the tract to her cousin, Justin Gullledge (reference Attachment 2), but circumstances have changed and she wants the ability to convey to a family member at some point in the future.

#### EVALUATION

The Family Subdivision Waiver process outlined in Section 22-54 provides some general guidance for consideration of these requests and Staff offers its perspective on each item.

1. **Nature of the proposed subdivision.** This waiver request seeks validation of the land division that occurred by description in Deed Book 1299 Pages 934 and 935. As noted in the Background section of this report, parent parcel 644-114 was divided by deed resulting in two

parcels, 644-114 (.55 acres) and 644-169 (.97 acres). Both of these parcels comply with the minimum lot size of 20,000 square feet, but both abut private rights-of-way. Parcel 644-114 fronts Pleasant Cove Rd and Parcel 644-169 fronts Lighthouse Way. Reference Exhibit 1 below.

**Exhibit 1**



- 2. Existing use of land in the vicinity.** The site location and surrounding properties consist of residential properties. Pleasant Cove subdivision is a mixture of manufactured and single family housing and the Lake Pointe subdivision consists of single family residences. Both subdivisions provide access to High Rock Lake.

Lake Pointe subdivision was granted a variance (SV-1-94) by the Board of Commissioners on November 7, 1994 to allow creation of a ten (10) lot subdivision that didn't have a road built to NCDOT standards. The County adopted its subdivision ordinance in October of 1994 and in granting the variance acknowledged that developers Ron and Jeff Horton had established a common law vested right for development of the property prior to County adoption of its subdivision rules.

In 2006, the Commission approved the FSW-01-06 request from Jeff Horton to allow for a tract within the Lake Pointe subdivision to be further subdivided and conveyed to a non-family member. The ordinance was amended in 2016 and the family subdivision waiver may



no longer be applied in this manner, rather that type request would be considered as a variance by the Rowan County Zoning Board of Adjustment.

3. **Number of persons to reside or work in the proposed subdivision.** Based on size of the tracts created, the net gain (if approved) would be one (1) residential unit as the parent parcel (644-114) already has a manufactured home on site. If approved, placement of single-wide or double wide manufactured homes is an allowed use on family subdivision tracts.
4. **Probable effect of the proposed subdivision on traffic conditions in the vicinity.** The home located on the parent parcel (644-114) currently has access via Pleasant Cove Road so no new or additional impacts should be created. Due to its size, the vacant parcel (644-169) can only accommodate one (1) new residence and ‘traffic’ impacts should be minimal as the general rule is that a residential dwelling generates ten (10) vehicle trips per day. However, this parcel fronts Lighthouse Way which is a private road serving the Lake Pointe subdivision and it is not readily apparent if it can be used as access.

### PROCEDURAL PROCESS

The process and consideration of a waiver is somewhat unique in that it is neither legislative nor evidentiary and could even be interpreted as an administrative decision by the Commission as to the fitness of its subdivision rules when applied to the division of property amongst family. The waiver opportunity is exclusively limited in its ability to allow either the creation of more than three (3) lots or to convey a lot to a family member not considered ‘immediate’. The parameter or “finding” for approving the request is when the Commission has determined that granting such waiver is not detrimental to the county and area surrounding the subdivision.

Although not stipulated in the waiver process, public comment or input from neighboring property owners is encouraged. In this case, Staff posted notice on the property and mailed notices of the FSW-02-20 request to adjoining property owners.

### STAFF COMMENTS

As initially presented, this request was within the scope of waiver consideration as the tract was proposed for conveying to Ms. Patterson’s cousin, Justin Gulledge, but now is somewhat open-ended as she requests conveyance to any family member. Regardless, this still seems to be within her opportunity to request and the Board’s ability to grant. However, this waiver request differs from previous requests as these tracts were created in 2017 and when brought to Staff attention in August 2020 were determined to be an unlawful division of property (reference Attachment 1).

Prior to the time of Staff’s decision, Ms. Patterson had listed the property with a realtor for sale to the general public. If she opted to pursue marketing the tract in this manner, a variance from the subdivision road standards or an appeal of the Staff decision would be required from the Rowan County Zoning Board of Adjustment (ZBA) to ensure a potential owner would be able to obtain the requisite permits for development. Instead, she chose the waiver request process for conveying the lot to her cousin which negated the need for ZBA consideration.

As referenced previously, these tracts were created in 2017 by deed without benefit of an actual survey. This “desk surveying” technique created two (2) problems:

1. It’s doubtful the distance that effectively divided Tax Parcel 644-114 into two tracts is correct. Both deeds reference the distance of the new line as 71.00 feet, but coordinate geometry provides a distance less than seventy-one (71) feet to have the lots “close”.

2. Parcel 644-169 fronts on Lighthouse Way and it is not apparent if this right-of-way is exclusive to the residents of the Lake Pointe subdivision. If so, the parcel must have an access easement across parcel 644-114 granted for access.

#### **STAFF RECOMMENDATION**

If the Commission grants the FSW-02-20 request, Staff recommends it be contingent upon one of the following:

1. Provide Staff a legal opinion that parcel 644-169 has access via Lighthouse Way and Lake Pointe Lane connecting to Poole Rd (SR# 2138); or,
2. If the rights-of-way referenced in item #1 are exclusive, then attempt to enjoin a right-of-way agreement with the Lake Pointe homeowners association and provide Staff a copy of the agreement recorded with the Rowan County Register of Deeds; or,
3. If item #1 and #2 are unsuccessful, have a surveyor prepare a plat to properly subdivide the properties and provides access to parcel 644-169 via Pleasant Cove Road.



## Rowan County Planning and Development Department

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

Planning: 704-216-8588

Fax: 704-216-7986

# SUBDIVISION DETERMINATION

August 24, 2020

Certified and 1<sup>st</sup> Class

Ms. Tamelia Jordan  
519 Broad Street  
Kannapolis, NC 28081

**RE: Administrative Determination for Tax Parcels 644-114 and 644-169**

Ms. Jordan:

As you are aware, this office received an inquiry as to whether Rowan County Tax Parcel 644-169 (reference attached map) was a conforming lot given the County's subdivision ordinance standards. In general, the County's standards specify that any lot created after October 3, 1994, requires it have frontage on a state (NCDOT) standard or NCDOT maintained roadway. Exceptions to this standard are found in Section 22-6 (excerpt attached) and based on the parent tract (Tax Parcel 644-114) being conveyed to your son in settlement of your father's estate, we wanted to investigate whether the exception outlined in 22-6(f) was applicable.

Thank you for providing me a copy of your father's will (copy attached) for Staff to research this possibility. Using your father's will and researching the associated deeds, it is my opinion the subdivision of property recorded in Deed Book 1299 Pages 934 and 935 (both attached) **created an unlawful division of property** subject to the Rowan County Subdivision Ordinance (RCSO), based on the following:

- ITEM 9 of your father's will conveyed the property at 425 Pleasant Cove Rd and its contents to your son and also provided you with "life time rights"  
**FACT:** *The will did not direct the division of this tract.*  
**FACT:** *The assignment of ownership in ITEM 9 was to an individual and not multiple assignees (aka "tenants in common") and therefore no claim to an exempt land division among multiple owners for an equitable distribution can be realized under the RCSO.*
- Rowan County Tax Parcel 644-114 (parent tract) was a conforming lot prior to the subdivision of property recorded in Deed Book 1299 Pages 934 and 935  
**FACT:** *Ronald Ernest Jordan acquired the property from Evelyn P. Crook on July 22, 1991 in Deed Book 676 Page 212.*  
**FACT:** *The property description in DB 676 PG 212 is for the perimeter of the parent tract (TP: 644-114) and was referenced as Lot 7, not multiple lots.*

- The recordation of deeds (DB 1299 PG 934 and 935) occurred October 16, 2017  
**FACT:** *Recordation of these deeds occurred after adoption of the RCSO and the division of property therein is subject to compliance with the RCSO.*  
**FACT:** *The description of property in both deeds found in Exhibit A, indicate a "new line"; this "new line" created a division of the parent tract which is subject to the RCSO.*

This decision may be appealed to the Rowan County Zoning Board of Adjustment in accordance with Section 21-331(2) of the Rowan County Zoning Ordinance within thirty (30) days of receipt of this decision. Link to ordinance section:

[https://library.municode.com/nc/rowan\\_county/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH21ZO\\_ARTXIIIAPVAIN\\_S21-331AP](https://library.municode.com/nc/rowan_county/codes/code_of_ordinances?nodeId=COOR_CH21ZO_ARTXIIIAPVAIN_S21-331AP) and link to appeals application:  
<https://www.rowancountync.gov/DocumentCenter/View/3291/Appeal-PDF> and submittal fee is \$200.

In the event this decision is not appealed within the 30 day time frame, this decision will stand and be enforced by the means outlined in Article VII of the RCSO and any other equitable remedy as allowed by law including, withholding zoning and building permits for any improvements on Rowan County Tax Parcel 644-114 and 644-169. However, this 30 day time frame does not affect your opportunity to seek a variance from the road access standards of the RCSO. If you would like to discuss this and other options further, please contact me directly at 704-216-8599.

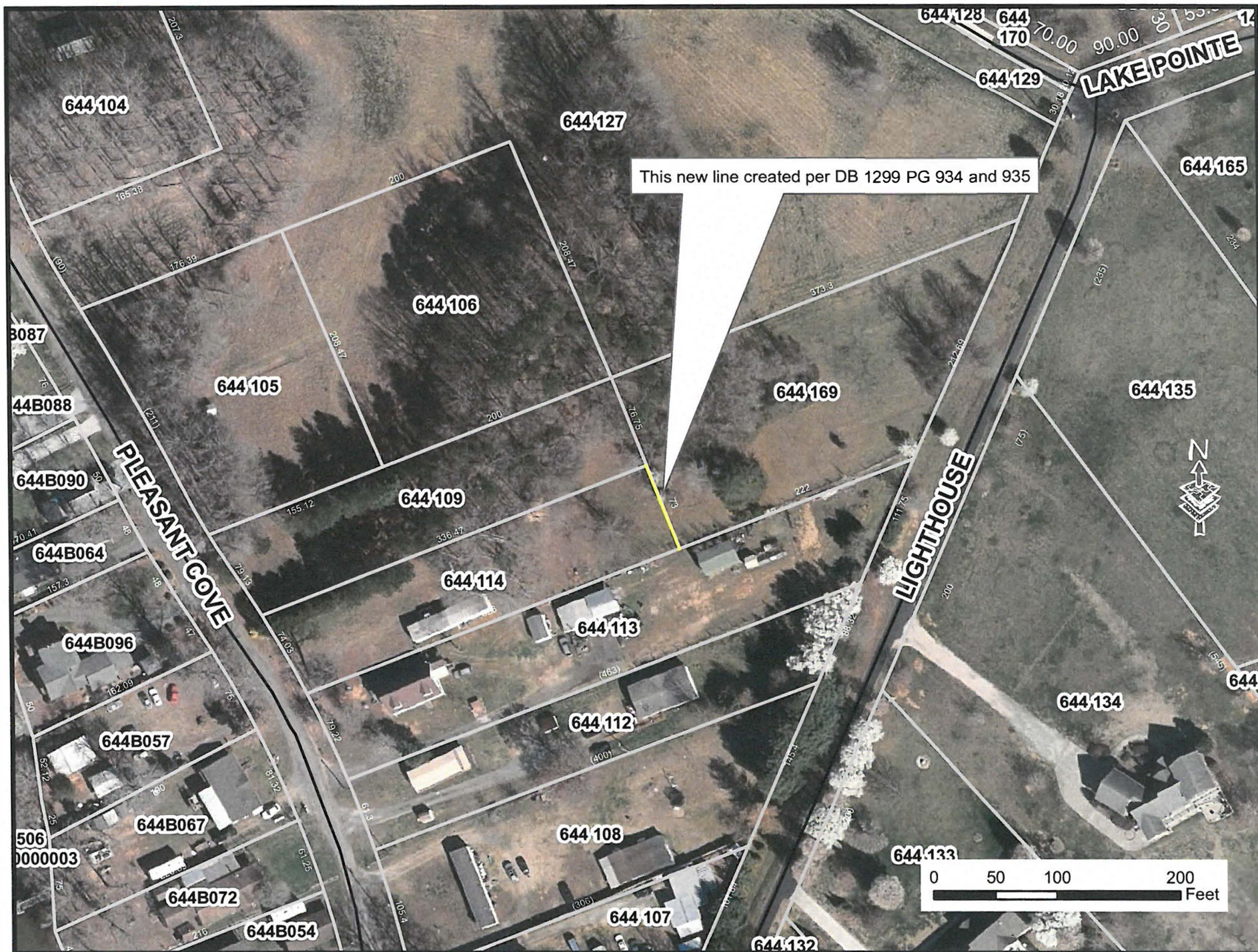
Respectfully,



Ed Muire, AICP, CFM  
Zoning Administrator

cc via email: Jay Dees, Rowan County Attorney  
Kelly Lowe, Realtor







## **Sec. 22-6. - "Subdivision" defined.**

For the purpose of this chapter, "Subdivision" means all division of a tract or parcel of land into two (2) or more lots, building sites, or other divisions when any one (1) or more of those divisions are created for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to any regulations enacted pursuant to this chapter.

- (a) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of Rowan County as shown in this chapter.
- (b) The division of land into parcels greater than ten (10) acres where no street or private or public street right-of-way dedication is involved.
- (c) The public acquisition by purchase of strips of land for the widening or opening of streets.
- (d) The division of a tract in single ownership whose entire area is not greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of Rowan County as shown in this chapter.
- (e) The division of a tract into plots or lots used as a cemetery.
- (f) Land divided by a will, intestate succession defined by G.S. ch. 29, or the courts for the purpose of dividing up a deceased persons property.

**STATE OF NORTH CAROLINA**

File No.

15E809

CABARRUS

County

FILED

In The General Court Of Justice  
Superior Court Division  
Before The Clerk**IN THE MATTER OF THE ESTATE OF:**

Name Of Decedent

RONALD ERNEST JORDAN

Date Of Purported Will

05/23/2014

Date(s) Of Codicil(s)

**CERTIFICATE OF PROBATE**

G.S. 31-17

A paper-writing dated as indicated above, purporting to be the Last Will and Testament or codicil(s) thereto of the above named decedent has been exhibited before me. Sufficient proof of the due execution thereof has been taken in the self-proving paper-writing or as set forth in the accompanying affidavits which are incorporated and made a part hereof.

It is adjudged that the paper-writing and every part thereof is the Last Will and Testament or codicil(s) thereto of the decedent, and the same is ordered admitted to probate.

Date

08/19/2015

Signature

☒ Assistant CSC☐ Clerk Of Superior Court

# Last Will and Testament

OF

RONALD ERNEST JORDAN

I, **RONALD ERNEST JORDAN**, of Cabarrus County, State of North Carolina, do hereby revoke all wills and codicils heretofore made by me, and I do hereby make, publish and declare this to be my Last Will and Testament in manner and form as follows:

## ITEM ONE

I direct my Executor, hereinafter named, to pay, out of the general funds of my estate, all my legal debts allowable as claims against my estate, funeral expenses, and costs of administration, and to erect at my grave such marker as she may deem proper.

## ITEM TWO

I direct that all estate, transfer, inheritance or succession taxes, whether federal, state, or otherwise, including any and all interest thereon, which shall become payable upon or by reason of my death, with respect to any property passing by or under the terms of this Will or any codicil thereto, or with respect to the proceeds of any policy or policies of insurance on my life, or with respect to any other property which shall be included in my gross estate for the purpose of such taxes, shall be paid out of the principal of my estate as an expense of administration.

## ITEM THREE

I will, devise and bequeath to **LORI JORDAN MOORE**, my real property and the contents therein located at 603 Wilkinson Street, Kannapolis, North Carolina; 609 Bethpage Road, Kannapolis, North Carolina, and 612 Bethpage Road, Kannapolis, North Carolina.

## ITEM FOUR

I will, devise and bequeath to **JACKIE JORDAN WINSTEAD**, my real property and the contents therein located at 405 Broad Street; 502 Broad Street; 602 Broad Street; and 602 State Street, Kannapolis, North Carolina.

*Ronald Ernest Jordan*  
*[Signature]*  
2014



ITEM FIVE

I will, devise and bequeath to **RHONDA JORDAN KANNENBERG**, my real property and the contents therein located at 513 Broad Street; 515 Broad Street; 511 Broad Street; 517 Broad Street 513A Broad Street Trailer; and 517 D Broad Street Trailer, Kannapolis, North Carolina.

ITEM SIX

I will, devise and bequeath to **RANDALL JORDAN**, my real property and the contents therein located at 605 Wilkinson Street, Kannapolis, North Carolina and 420 Pleasant Cove Road, Salisbury, North Carolina, for and during the term of his natural life then to my daughter, **AMANDA JORDAN**, in fee simple.

ITEM SEVEN

I will, devise and bequeath to **RANDALL JORDAN**, my real property and the contents therein located at 701 Bethpage Road, Kannapolis North Carolina; and 703 Bethpage Road, Kannapolis, North Carolina, for and during the term of his natural life then to my daughter, **MEGHAN JORDAN**, in fee simple.

ITEM EIGHT

I will, devise and bequeath to **TAMELIA JORDAN PATTERSON**, my real property and the contents therein located at 517-E Broad Street, 519 Broad Street, 721 Broad Street, Kannapolis, North Carolina, for and during the term of her natural life then to her son, **MARK ZIMMERMAN**, in fee simple.

ITEM NINE

I will, devise and bequeath to **TAMELIA JORDAN PATTERSON**, my real property and the contents therein located at 425 Pleasant Cove Road, Salisbury, North Carolina; and 701 Vance Street, Landis, North Carolina, for and during the term of her natural life then to her son, **CHRISTOPHER CARTER**, in fee simple.

ITEM TEN

I will, devise and bequeath, absolutely and in fee simple all of my property of every sort, kind and description, real, personal and mixed, which is not necessary to carry out the provisions of **ITEMS ONE** through **NINE** above to my children, **LORI JORDAN MOORE**, **JACKIE JORDAN WINSTEAD**, **RHONDA JORDAN**

*Ronald Ernest Jordan*  
270 264

KANNENBERG, RANDALL JORDAN and TAMELIA JORDAN PATTERSON, in fee simple and in equal shares.

**ITEM ELEVEN**

In the event one or more of my beneficiaries named in **ITEM EIGHT** herein above should predecease me, then the share he, she or they would have received shall be added equally to the share of the other surviving beneficiary or beneficiaries as if originally a part thereof.

**ITEM TWELVE**

I hereby constitute and appoint my son, **RANDALL JORDAN**, Executor, or if he is unable to serve, **RHONDA JORDAN KANNENBERG**, Executor, of this my Last Will and Testament, to serve without bond, with full power to sell real or personal property, either publicly or privately, for cash or credit, without order of Court, and to execute such deeds or other instruments of conveyance as the circumstances may require.

**ITEM THIRTEEN**

In the management, care and distribution of my estate, I confer upon the fiduciaries, and any successor fiduciary, all of the powers set forth in North Carolina General Statutes §32-27, which are hereby incorporated by reference as they exist at the date of my execution of this Will, except for North Carolina General Statutes §32-27(29) which is expressly not incorporated herein. These powers are granted to the fiduciaries pursuant to North Carolina General Statutes §32-26, and shall be in addition to, and not in limitation of, the provisions of North Carolina General Statutes §28A-13-3 with respect to my Executor. I further grant to my Executor the continuing, absolute, discretionary power to deal with any property, real or personal, held in my estate or in any trust, as freely as I might in the handling of my own affairs, without order of, accounting or report to any Court. Such power may be exercised independently and without the prior or subsequent approval of any Court or judicial authority, and no person dealing with the Executor shall be required to inquire into the propriety of any of their actions. Without in any way limiting the generality of the foregoing, I hereby grant to my Executor hereunder, the following specific powers and authority in addition to and not in substitution of powers conferred by law:

- (a) To compromise, settle, or adjust any claim or demand by or against my estate and to agree to any rescission or modification of any contract or agreement.

*Ronald Ernest Jordan*  
*RR JBA*

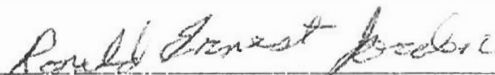
- (b) To retain any security or other property owned by me at the time of my death, so long as such retention appears advisable, to exchange any such security or property for other securities or properties and to retain such items received in exchange. I am of the opinion that any securities which I may own at the time of my death will be of investment merit and worthy of retention by my Executor.
- (c) To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate, at public or private sale, at such time and price and upon such terms and conditions (including credit) as they may deem to be advisable and for the best interest of my estate.
- (d) To invest and reinvest in such stocks, bonds and other securities and properties (real or personal) as they may deem advisable including stock and unsecured obligations, undivided interests, interests in investment trusts, mutual funds, legal and discretionary common trust funds, leases, and property which is outside of my domicile, all without diversification as to kind or amount without being restricted in any way by any statute or court division (now or hereafter existing) regulating or limiting investments by fiduciaries.
- (e) To sell or exercise any "rights" issued on any securities held in my estate.
- (f) To vote in person or by proxy any stock or securities held, and to grant such proxies and powers of attorney to such person or persons as they may deem proper.

IN TESTIMONY WHEREOF, I, the said **RONALD ERNEST JORDAN**, have hereunto set my hand and seal and have written my name at the bottom of the foregoing pages, this 23 day of May, 2014.

Ronald Ernest Jordan (SEAL)  
**RONALD ERNEST JORDAN**

*RES* *JB*

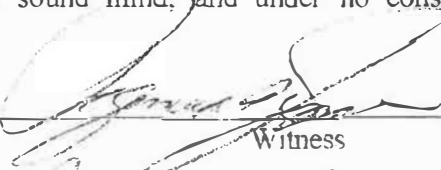
I, RONALD ERNEST JORDAN, the testator, sign my name to this instrument this 23 day of May, 2014 and being first duly sworn, do hereby declare to the undersigned notary public that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

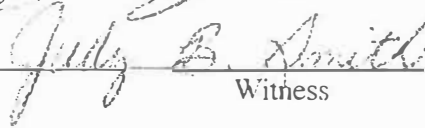


RONALD ERNEST JORDAN

We, Reginald K. Smith and Judy B. Smith

the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned notary public that the testator signs and executes this instrument as his Last Will in our presence and that he signs it willingly, and that each of us, at the request of the testator, and in the presence and hearing of the testator, hereby signs this Will as witness to the testator's signing, and that to the best of our knowledge the testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

  
Witness

  
Witness



STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

Subscribed, sworn to and acknowledged before me by RONALD ERNEST JORDAN, the testator, and subscribed and sworn to before me by Reginald K. Smith and Gregory R. Smith witnesses, this 23rd day of May, 2014.

Donna Hawkins

NOTARY PUBLIC

My commission expires: 4-13-17

Drawn by: Reginald K. Smith, Attorney  
Post Office Box 24  
1910 Daie Earnhardt Blvd  
Kannapolis, NC 28053



Ronald Ernest Jordan

RS  
9BS

MAP	S/M	PAR	S/P	U/N	L/N	C/C	PART	INT
644		114					P	3

Rowan County Assessor's Office

Doc ID: 013802370003 Type: CRP  
Recorded: 11/16/2017 at 08:37:25 AM  
Fee Amt: \$26.00 Page 1 of 3  
Revenue Tax: \$0.00  
Rowan, NC  
J. E. Brindle Register of Deeds  
BK 1299 PG 934

This certifies that there are no delinquent ad valorem real estate taxes, which the Rowan County Tax Collector is charged with collecting, that are a lien on:

Property Identification Number 644 114  
This is not a certification that the Rowan County Property Identification Number matches this Deed description.

Tonya Parnell  
Rowan Co. Tax Collections Manager Clerk 11/16/17 8:38am Date/Time

3  
B426

## NORTH CAROLINA GENERAL WARRANTY DEED

ExciseTax: \$0.00

Parcel Identifier No. 644 - p/o 114 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

This instrument was prepared by and return to: Reginald K. Smith, Attorney-at-Law  
P.O. Box 24, Kannapolis, NC 28082

No Opinion on Title, Expressed or  
Implied, Has Been Requested or  
Rendered

Brief description for the Index: Part of Lot 7, Pleasant Cove

THIS DEED made this 14<sup>th</sup> day of November, 2017, by and between

GRANTOR

**CHRISTOPHER CARTER AND WIFE,  
JESSICA A. CARTER**

701 South Vance St.  
Landis, N.C. 28088

GRANTEE

**CHRISTOPHER CARTER, as Custodian  
for Kayla Ann Carter Under the  
North Carolina Uniform Transfer  
to Minors Act; and TAMELIA JORDAN  
PATTERSON (MARRIED), AS JOINT  
TENANTS WITH RIGHT OF  
SURVIVORSHIP**

3420 Eva Dr., NW  
Concord, NC 28023

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, subject to the life estate of Tamelia Jordan Patterson granted under the terms of the Will of Ronald E. Jordan (Cabarrus Co file # 15 E 809), or to the survivor of them, as stated below, all that certain lot or parcel of land situated in Providence Township, Rowan County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A"


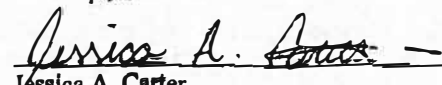
The property hereinabove described was acquired by Grantor from the Estate of Ronald E. Jordan (Cabarrus Co. file # 15 E 809)..

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, **subject to the life estate of Tamella Jordan Patterson granted under the terms of the Will of Ronald E. Jordan (Cabarrus Co. file # 15 E 809),** or to the survivor of them, as stated below.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

**Subject to any Restrictions, Easements and Rights-of-Way that may appear of record.**

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

 (SEAL)  
Christopher Carter  
 (SEAL)  
Jessica A. Carter

\_\_\_\_\_ If initialed, the property includes the primary residence of at least one of the Grantors.

State of North Carolina – County of Cabarrus

I, the undersigned Notary Public of the County and State aforesaid, certify that **Christopher Carter and Jessica A. Carter** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 14th day of November, 2017.

My Commission Expires: 4-13-22



  
Notary Public

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: \_\_\_\_\_ Register of Deeds for \_\_\_\_\_ County  
Deputy/Assistant – Register of Deeds

## **EXHIBIT "A"**

Lying in Providence Township, Rowan County, North Carolina, in the eastern side of Pleasant Cove Road, being the western portion of Lot 7 on "Property Survey for: Evelyn P. Crook", prepared by James T. Hill, R.L.S., dated March 20, 1991, and recorded May 21, 1991, being more particularly described as follows:

BEGINNING at the northwest corner of Lot 6 in the eastern margin of Pleasant Cove Road; thence along the eastern margin of Pleasant Cove Road, N. 36-58-11 W. 74.03 ft. to the southwestern corner of Lot 8; thence along the southern line of Lot 8, N. 70-54-26 E. 336.47 ft. to a point, the southeastern corner of Lot 8; **thence a new line through Lot 7, S. 19-05-34 E. 71.00 ft.** to a point in the northern line of Lot 6; thence along the northern line of Lot 6, S. 70-54-26 W. 314.00 ft. to the point and place of BEGINNING.

**Subject to the life estate of Tamelia Jordan Patterson granted under the terms of the Will of Ronald E. Jordan (Cabarrus Co. file # 15 E 809).**

**This conveyance is made to Christopher Carter, as Custodian for Kayla Ann Carter under the North Carolina Uniform Transfer to Minors Act; and Tamelia Jordan Patterson, for the term of their joint natural lives, with the remainder in fee simple to the survivor of them, said survivor's heirs and assigns forever.**

**This conveyance is made pursuant to an agreement for the distribution and settlement of real property under the terms of the Last Will and Testament of Ronald E. Jordan.**



MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT
644		114					P	3

Rowan County Assessor's Office

Doc ID: 013802380003 Type: CRP  
Recorded: 11/16/2017 at 08:38:13 AM  
Fee Amt: \$26.00 Page 1 of 3  
Revenue Tax: \$0.00  
Rowan, NC  
J. E. Brindle Register of Deeds  
BK 1299 PG 935

This certifies that there are no delinquent ad valorem real estate taxes, which the Rowan County Tax Collector is charged with collecting, that are a lien on:

Property Identification Number 644 114  
This is not a certification that the Rowan County Property Identification Number matches this Deed description.

Tonya Parnell AS 11/16/17 8:30a  
Rowan Co. Tax Collections Manager Clerk Date/Time

3  
Bc/26

NORTH CAROLINA GENERAL WARRANTY DEED

ExciseTax: \$0.00

Parcel Identifier No. 644-p/o 114 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

This instrument was prepared by and return to: Reginald K. Smith, Attorney-at-Law  
P.O. Box 24, Kannapolis, NC 28082  
No Opinion on Title, Expressed or Implied, Has Been Requested or Rendered

Brief description for the Index: part of Lot 7, Lighthouse Way

THIS DEED made this 14<sup>th</sup> day of November, 2017, by and between

GRANTOR

GRANTEE

CHRISTOPHER CARTER AND WIFE,  
JESSICA A. CARTER

701 South Vance St.  
Landis, N. C. 28088

TAMELIA JORDAN PATTERSON  
(MARRIED)

3420 Eva Dr., NW  
Concord, N. C. 28023

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Providence Township, Rowan County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A"

File: Reginald K. Smith

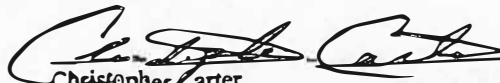
The property hereinabove described was acquired by Grantor from the Estate of Ronald E. Jordan (Cabarrus file # 15 E 809).

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to any Restrictions, Easements and Rights-of-Way that may appear of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

 (SEAL)  
Christopher Carter

 (SEAL)  
Jessica A. Carter

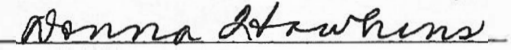
\_\_\_\_\_ If initialed, the property includes the primary residence of at least one of the Grantors.

State of North Carolina - County of Cabarrus

I, the undersigned Notary Public of the County and State aforesaid, certify that **Christopher Carter and Jessica A. Carter** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 14th day of November, 2017.

My Commission Expires: 4-13-22



  
Notary Public

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: \_\_\_\_\_ Register of Deeds for \_\_\_\_\_ County  
Deputy/Assistant - Register of Deeds

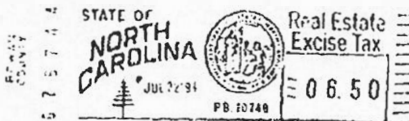
## **EXHIBIT "A"**

Lying in Providence Township, Rowan County, North Carolina, on the western side of Lighthouse Way, being the eastern portion of Lot 7 on "Property Survey for: Evelyn P. Crook", prepared by James T. Hill, R.L.S., dated March 20, 1991 and recorded May 21, 1991, and being more particularly described as follows:

BEGINNING at the southeastern corner of Lot 12 in the western margin of Lighthouse Way; thence along the western margin of Lighthouse Way S. 27-06-21 W. 212.69 ft. to the northeastern corner of Lot 6; thence along the northern line of Lot 6, S. 70-54-26 W. 219.54 ft. to a point; **thence a new line through Lot 7, N. 19-05-34 W. 71.00 ft.** to the southeastern corner of Lot 8; thence along the eastern line of Lot 8, N. 19-05-34 W. 76.75 ft. to a point, the common corner of Lots 8, 9 & 12; thence along the southern line of Lot 12, N. 70-54-26 E. 373.30 ft. to the point and place of BEGINNING.

**This conveyance is made pursuant to an agreement for the distribution and settlement of real property under the terms of the Last Will and Testament of Ronald E Jordan.**

4.00



0676 212

FILED  
ROWAN COUNTY

'91 JUL 22 PM 4 00

JLANK RAMSEY  
REC DEEDSBY *[Signature]*

Excise Tax

16.50

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by

County on the

day of

, 19

by

✓ Mail after recording to Ronald Ernest Jordan, 605 Wilkerson St., Kannapolis, NC 28081

This instrument was prepared by Graham M. Carlton, 109 West Council Street, Salisbury, NC 28144

Brief description for the Index

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 18th day of July, 1991, by and between

GRANTOR

GRANTEE

EVELYN P. CROOK

RONALD ERNEST JORDAN

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ---, Providence Township

Rowan

County, North Carolina and more particularly described as follows:

BEGINNING at a new iron pipe, corner on Lot #6 in the line of Ruth S. Carter and runs thence with the line of Lot #6 South 70 degrees 54 minutes 26 seconds West 533.54 feet to a new iron pipe, another corner on Lot #6 in the eastern margin of the right of way leading to Poole Road; thence with the right of way North 36 degrees 58 minutes 11 seconds West 74.03 feet to a new iron pipe, corner on Lot #8; thence two lines with Lot #8, (1) North 70 degrees 54 minutes 26 seconds East 336.47 feet to a new iron pipe; (2) North 19 degrees 05 minutes 34 seconds West 76.75 feet to a point not set, corner of Lot #9; thence North 70 degrees 54 minutes 26 seconds East 373.30 feet to a new iron pipe in the line of Ruth S. Carter; thence with Carter South 27 degrees 06 minutes 21 seconds West 212.69 feet to the beginning, containing 1.528 acres and designated Lot #7 on Property Survey for: Evelyn P. Crook, Providence Township, Rowan County, North Carolina, prepared by James T. Hill, R.L.S., dated March 20, 1991 and revised May 21, 1991.

This property is subject to the right of ingress, egress and regress of members of Pleasant Cove Water Association #3 for the purpose of operating and maintaining a water line located across this lot.



The property hereinabove described was acquired by Grantor by instrument recorded in

Deed Book 385, page 301, Rowan County Registry.

A map showing the above described property is recorded in Plat Book

page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....  
(Corporate Name)

By: .....

President

ATTEST:

.....  
Secretary (Corporate Seal)

USE BLACK INK ONLY

*Evelyn P. Crook*  
Evelyn P. Crook

(SEAL)

(SEAL)

(SEAL)

(SEAL)



SEAL-STAMP

NORTH CAROLINA, Rowan County.

I, a Notary Public of the County and State aforesaid, certify that

Evelyn P. Crook

Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of July, 1991

My commission expires: April 20, 1995

*Judy R. Poston*  
Judy R. Poston

Notary Public

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, seated with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19

My commission expires: Notary Public

The foregoing Certificate(s) of

Judy R. Poston,

a Notary Public of Rowan County, North Carolina

is hereby certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

JEAN K. RAMSEY

REGISTER OF DEEDS FOR

Rowan

COUNTY

By *Jean K. Ramsey* Deputy Assistant Register of Deeds

9-22-91

September 4, 2020

To: Rowan County Office

I Tamelia Jordan Patterson, am enclosing a letter asking for a waiver to be granted on my behalf to sell the property at 0 Lightway House to my cousin, Justin Gullledge.

The Reason for the hardship is due to going thru a divorce and on disability.

I need these funds for home improvements that are necessary to my house. I am hoping you will grant this waiver. I'm still leaving the land in our family which was my dads Ronald Jordan's wishes.

Sincerely,

Tamelia Patterson

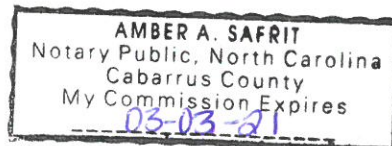
Tamelia Patterson

State of: North Carolina

County of: Rowan

The forgoing document was acknowledged before me 4th day of September, 2020.

Amber A. Safrin  
Notary Public



**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:** September 29, 2020  
**SUBJECT:** Presentation By the Bogle Firm for Design Solutions Phase of CARES Act Project

---

Approve and allow Bogle firm to advertise for bids.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Invitation to Bid	9/30/2020	Cover Memo

## INVITATION TO BID

1. a. Sealed proposals will be received by Rowan County at the Rowan County Administrative Offices, OUTSIDE FRONT PORCH, 130 West Innes Street, Salisbury, North Carolina, up to **2:00 PM on Monday, October 19, 2020** and directly thereafter publically opened and read for the furnishing of labor, materials and equipment entering into the Scope of Work described in the Project Manuals for the Design Solutions COVID Relief Funding Projects for Rowan County owned facilities.
- b. The base bid, generally described, consists of the construction and installation of barriers, reception cabinetry, pass-through windows, and other various items meant to help resist the spread of COVID-19 within multiple facilities owned by Rowan County (total 9 locations).

In general, all items and installations are described on the project drawings. A project summary spreadsheet is also included as part of these bid documents.

Project is mostly general construction work. Electrical work is limited to wire-from-existing installations and electrical engineering drawings are not required. There is no structural, plumbing, or mechanical work associated with this project.

- c. Alternates shall be taken per requirements of Division 1, are listed in Division 1, Section 01030.
  - d. Proposals shall be received from licensed General Contractors. Subcontractor work of licensed Electrical Contractors, vendors, suppliers, or other installers must be included within a General Contractor's bid.
2. a. After **October 5<sup>th</sup>, 2020**, complete Project contract documents will be available for inspection in the following offices:

THE BOGLE FIRM ARCHITECTURE, PLLC., 110 N. Main Street, Suite 200, Salisbury, NC  
Bogle Firm web site [www.boglefirm.com](http://www.boglefirm.com)
  - b. "Bonafide Bidders" may download and use this Project Manual for their bidding purposes.
  - c. **NOTE:** "Bonafide bidder" is defined as a properly licensed General Contractor which provides to the Owners, timely received and properly submitted bids that if low will contract with the Owners for the work for which their bid was submitted.
3. **A Pre-Bid Conference** for all interested bidders will be held by the Architect beginning on the FRONT PORCH of the Rowan County Courthouse Building, 210 N. Main St., Salisbury, North Carolina, 28144 at **1:00 PM, Friday, October 9, 2020**, to answer questions pertaining to the project. **Attendance is HIGHLY RECOMMENDED for ALL bidders. Attendees will tour the Justice Center project areas and then also tour the project areas of the Rowan County Building at 402 North Main Street.**
  4. All Contractors and Subcontractors must have proper license under the State laws governing their respective trades.
  5. Each proposal must be accompanied by a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than 5% of the proposal. In lieu thereof, a bidder may offer a Bid Bond of 5% of the bid, executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the Obligee upon said bond, if the bidder fails to execute the contract in accordance with the bid bond. Upon failure to forthwith make payment, the surety will pay to the Obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within ten days after the award, or to give satisfactory surety as required by law. (General Statutes of North Carolina, C0143, Article 85 - 129).



6. Bonds: Separate Performance and Payment Bonds will be required for one hundred percent (100%) of the contract price.
7. Payment will be made on the basis of 90% of approved monthly estimates of work completed (until a maximum of 5% of the contract amount is reached). Final payment will be made and Final Certificates will be issued upon acceptance of the work.
8. No bid may be withdrawn after time set for receiving bids for a period of **sixty (60) days**.
9. **All bidders are required to provide the AIA A305-Contractor's Qualification Statement with their bid and such other information as may be required in Subparagraph 4.1.9 of the Supplementary Instructions to Bidders.**
10. Owner reserves the right to waive irregularities and to reject any or all proposals.

Pete Bogle, AIA  
THE BOGLE FIRM ARCHITECTURE, PLLC  
110 N. Main Street Suite 200  
Salisbury, North Carolina 28144

For - Rowan County  
130 W. Innes Street  
Salisbury, NC 28144  
October 2020

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Caleb Sinclair, Director, Environmental Management  
**DATE:** September 22, 2020  
**SUBJECT:** Litter Report

---

**ATTACHMENTS:**

**Description**

Litter Report

**Upload Date**

9/22/2020

**Type**

Cover Memo

## Rowan County Litter Mitigation Updates

September 18, 2020

---

Mr. Church,

- Rowan County Staff removed **6,560 lbs.** of roadside debris and litter during the two-week period beginning Monday, September 7, 2020 through Friday, September 18, 2020.

Thank you to all those who continue to make a difference by fostering environmental stewardship throughout Rowan County.



Respectfully submitted by Caleb Sinclair

**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:** 09/28/2020  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendment

**Upload Date**

9/28/2020

**Type**

Budget Amendment



[illegible]



First National Bank

Date: 08/24/20

# OFFICIAL CHECK

110501599

00000-

REMITTER: FCRC 143

PAY

\*\*\*ONE THOUSAND FOUR HUNDRED SEVEN and 50/100\*\*\*USDollars

\$1,407.50

TO THE  
ORDER  
OF

ROWAN CO SHERIFF  
K9 UNIT

DRAWER:  
First National Bank of Pennsylvania

AUTHORIZED SIGNATURE

⑈ 110501599 ⑈

⑆043318092⑆

100020⑈

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

**ROWAN COUNTY**  
**LIBRARY - RESERVES**  
**For Fiscal Year Ended June 30, 2020**

Beginning Balance			\$ 29,466.10
<u>Revenues:</u>			
Library Federal Aid Grant	1146110-431083	16,054.38	
Restricted Donations	1146110-464100	-	
Restricted Donations	1146115-464100	<u>5,267.67</u>	21,322.05
<u>Expenditures:</u>			
Grant: LSTA	1156110-585073	(20,869.53)	
R&M - Vehicles	1156115-543020	-	
Microfilm	1156115-564060	-	
Periodicals	1156115-564070	-	
C/A - Furn & Equipment	1156115-575090	(6,424.93)	
F/A - Furn & Equipment	1156115-576030	-	
Memorials/Gifts Expense	1156115-582035	<u>(3,617.16)</u>	<u>(30,911.62)</u>
Ending Balance			<u>\$ 19,876.53</u>



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2020 for Emergency Services. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 09/02/20

BUDGET INFORMATION:

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

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated FB - Restricted	R	1144330-495010	24,097	
E.M. Grant Expenditures	E	1154330-585000	24,097	
Appropriated FB - Restricted	R	1144332-495010	143	
Donation Expenditures	E	1154332-583041	143	
Appropriated FB - Restricted	R	1144371-495010	211	
Donation Expenditures	E	1154371-583001	211	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____		Approved: _____	Budget Revision # <u>23-234</u>	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____		Date: _____	Posted by: _____	
Signature: _____		Signature: _____	Approved by: _____	

ROWAN COUNTY  
 EMERGENCY SERVICES - RESERVES  
 For Fiscal Year Ended June 30, 2020

Area of Reserve	Beginning Balance	Revenues	Account Numbers	Expenditures	Ending Balance
E.M. Performance Grant	\$ 5,817.77	\$ 18,279.03	1144330-434073; 1154330-585000	\$ -	\$ 24,096.80
2018 Homeland Security Grant	-	-	1144330-434085-43337; 1154330-585000-43337	(464.44)	-
2019 Tier II Grant	-	892.33	1144330-434000-43338; 1154330-585074-43338	(892.33)	-
2019 Tier II Competitive Grant	-	-	1144330-434000-43339; 1154330-585074-43339	(10,000.00)	-
2019 Homeland Security Grant	-	-	1144330-434085-43340; 1154330-585000-43340	-	-
2020 LEPC Grant	-	-	1144330-434000-43342; 1154330-585074-43342	-	-
2020 Tier II Grant	-	-	1144330-434000-43341; 1154330-585074-43341	-	-
Misc Donations	2.06	-	1144330-464900; 1154330-583041	-	2.06
Private Contributions	142.99	-	1144332-464000; 1154332-583041	-	142.99
Misc Donations	(0.41)	490.00	1144371-464900; 1154371-583001	(278.86)	210.73
	\$ 5,962.41	\$ 19,661.36		\$ (11,635.63)	\$ 24,452.58

## ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

**FROM: Rowan Transit**

**EXPLANATION IN DETAIL:**

**Increase to budget for CARES Act funding through Centralina Area Agency on Aging Centralina Council of Governments**

Prepared by: Kristy Cowden  
Date: 9/11/2020

**BUDGET INFORMATION:**

[illegible]

## Coronavirus Aid, Relief and Economic Security Act Service Proposal

**Agency Name:** Rowan County Transit

**County:** Rowan

**Address:** 2726 Old Concord Road, Salisbury, NC 28146

**Period Covered:** July 1, 2020 through September 30, 2021

All OAA programs and services have increased flexibility to best meet the needs of participants, caregivers, and providers during the COVID-19 pandemic. Use the space below to describe how funds are to be utilized in response to the COVID-19 pandemic. If your agency is providing more than one service, include a description for each. Expenditures must be justifiable and reasonable. Capital expenses above \$5,000 will require a waiver from the AAA and NC DAAS. *(Attach additional pages if necessary)*

**Service to be Delivered:** Electrostatic Cleaning Units

**Service Codes:** 254

**Description of Intention for CARES funds:** Purchase 3 cleaning units at a cost of approximately \$3,000 each (total \$15,000)

**Service to be Delivered:** Home Delivered Meals

**Service Codes:** 253

**Description of Intention for CARES funds:** Provide meal delivery to system participants until transport to facilities resumes \$10,000

**Service to be Delivered:** AVI and RouteMatch

**Service Codes:** 254

**Description of Intention for CARES funds:** Purchase, and install AVI and Route Match in all vehicles to limit face to face interaction of staff, ensure proper social distancing when scheduling, provide for tracking of riders should contact tracing be necessary and deliver for updates to manifests electronically. \$39,200.

**Service to be Delivered:** Click or tap here to enter text.

**Service Codes:** Click or tap here to enter text.

**Description of Intention for CARES funds:** Click or tap here to enter text.

\_\_\_\_\_  
Agency Director Signature

7-22-2021

Date

15,000.00 +

10,000.00 +

39,200.00 +

Revision #1 Date \_\_\_\_\_

003

Revision #2 Date \_\_\_\_\_

64,200.00 \*

Revision #3 Date \_\_\_\_\_

Revision #4 Date \_\_\_\_\_

\_\_\_\_\_  
Centralina AAA Approval

\_\_\_\_\_  
Date



## **REGION F CORONAVIRUS AID, RELIEF & ECONOMIC SECURITY ACT SERVICE PROPOSAL & BUDGET 2020-21**

### **BACKGROUND**

The Administration on Community Living has awarded funding from the Coronavirus Aide, Relief, and Economic Security Act (CARES) for Older Americans Act (OAA) programs and services under Title III-B Supportive Services and Title III-C Nutrition. Funds must be expended on allowable Older Americans Act activities as defined within the Act, as well as in accordance with state and local policies. Funds must be accounted for, tracked, and reported separate from recurring Older Americans Act funding. CARES Act funding is considered disaster relief funding and does not correspond with state fiscal years. All CARES Act funds must be obligated by September 30, 2021. Funds are to be utilized to respond to the COVID-19 emergency by providing Older Americans Act services related to the response. Expenditures must be justifiable and reasonable.

### **INSTRUCTIONS**

All OAA programs and services have increased flexibility to best meet the needs of participants, caregivers, and providers during the COVID-19 pandemic. To respond to these needs, OAA programs have been enhanced to include unit and non-unit reimbursement. Approved OAA services are listed on the Comprehensive COVID ARMS Codes Listing document.

Each county, with support from the Centralina AAA, will determine the amount that each service shall be funded. Services must meet all OAA standards and guidance while adjusting to service delivery during a pandemic. The new non-unit-based codes have been created to allow for innovative and outside-of-the-box programming and service delivery during COVID-19. Centralina AAA encourages you to think of your own agency's emergency preparedness during a pandemic as well as the needs of those you serve, and assess what areas could be improved upon to increase your service capacity as well as improve the quality of life for the older adults. Here are a few examples (*not an exhaustive list*):

- New technology such as computers, cloud-based software, tablets
- Improvements on websites to increase improved programming and interaction
- Subscriptions to virtual products like Zoom to increase outreach efforts
- Plexiglass protectors for senior center welcome desk or other areas
- New hot or refrigerated truck to increase capacity for meal deliveries
- Personal protective equipment, disinfectant, and cleaning supplies
- New transportation vehicle for deliveries or to transport older adults
- Personal emergency response systems for homebound clients
- Social isolation deterrents like social media, companion pets, podcasts, companion calls
- Supplies needed to increase capacity of service delivery during COVID-19
- Activity bags for older adults
- Emergency preparedness planning for future disasters or pandemics

Unit-based services are also encouraged to assist older adults who may not have received services before COVID-19 or need increased amounts of serviced during the pandemic. All unit-based services will use the unit rate for FY2021 HCCBG services or the approved FFCRA unit rate for Nutrition Providers unless there is a justifiable reason to adjust the unit rate for CARES. Any adjustments in rates must be approved by the Centralina AAA.

Consider your agency's needs and the needs of older adults in your county and complete:

1. Page 2 of this document outlining plans for your agency's allocated CARES funds
2. CARES Budget (Excel document) detailing unit and non-unit-based spending

## MENTAL REQUEST FOR BUDGET ACTION

To disperse awarded funding per Agreement Addendum 403 WIC

Reviewed:

[illegible]

# Division of Public Health Agreement Addendum FY 20-21

Page 1 of 2

Rowan County Public Health

Local Health Department Legal Name

403 WIC

Activity Number and Description

06/01/2020 – 05/31/2021

Service Period

07/01/2020 – 06/30/2021

Payment Period

☐ Original Agreement Addendum

☒ Agreement Addendum Revision # 2

Women's and Children's Health Section /  
Nutrition Services Branch

DPH Section / Branch Name

Lisa D. Dupree, (919) 707-5807

Lisa.Dupree@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

I. Background:

No change.

II. Purpose:

This Agreement Addendum Revision #2 provides additional funds to the Local Health Department as its average monthly participation has risen above 100% of the base caseload assignment for SFY20-21 defined on the original Agreement Addendum's Attachment A. This funding increase will allow the Local Health Department to serve additional participants from October through May, and enhances its ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

III. Scope of Work and Deliverables:

No change.

IV. Performance Measures/Reporting Requirements:

*As of October 1, 2020, this Agreement Addendum, Revision #2 replaces Subparagraph 2 under Paragraph A with the following:*

- From October 1, 2020 through May 31, 2021, the base caseload for the Local Health Department's local WIC agency has been updated and is provided in this Agreement Addendum Attachment A-2.

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:  
(If follow-up information is needed by DPH)

LHD program contact name:

Shanelle Wilkey, RDH, LDH

Phone number with area code:

704-216-8835

Email address:

Shanelle.Wilkey@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2018

V. **Performance Monitoring and Quality Assurance:**  
No change.

VI. **Funding Guidelines or Restrictions:**

*As of October 1, 2020, this Agreement Addendum Revision #2 adds Paragraph 8, as follows:*

8. Additional funds have been placed in the 'Client Services' category of the WIC budget. This funding is delineated by the code "GB" and shall be to serve additional WIC participants during the period of October 1, 2020 through May 31, 2021. If the Local Health Department chooses to further distribute funds among the four WIC activities, adhering to threshold requirements, it may do so by completing a budgetary realignment request and submitting it to the Nutrition Services Branch's State Office.



## FY21 Activity: 403 WIC

## Supplement 6

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

CFDA #: 10.557 Federal awd date: 10/1/19 Is award R&amp;D? no FAIN: 205NC705W1003 Total amount of fed awd: \$ 54,533,134

CFDA name:	Special Supplemental Nutrition Program for Women, Infants and Children	Fed award project description:	Women, Infants & Children (2 Year)	
		Fed awarding agency:	USDA, Food and Nutrition Service	Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	20,064	\$766,326	Jackson	019728518	264	\$188,715
Albemarle	130537822	660	\$786,534	Johnston	097599104	24,288	\$809,650
Alexander	030495105	4,752	\$143,484	Jones	095116935	1,188	\$46,035
Anson	847163029	8,712	\$151,668	Lee	067439703	4,620	\$343,080
Appalachian	780131541	3,696	\$317,956	Lenoir	042789748	8,844	\$423,070
Beaufort	091567776	12,012	\$301,835	Lincoln	086869336	5,016	\$319,759
Bladen	084171628	4,092	\$213,960	Macon	070626825	2,508	\$190,014
Brunswick	091571349	6,072	\$547,675	Madison	831052873	5,940	\$91,086
Burcombe	879203560	13,332	\$851,736	MTW	087204173	4,752	\$273,606
Burke	883321205	14,124	\$450,675	Mecklenburg	074498353	146,520	\$3,959,316
Cabarrus	143408289	20,724	\$678,137	Montgomery	025384603	4,752	\$181,544
Caldwell	948113402	8,580	\$385,956	Moore	050988146	8,580	\$339,900
Carteret	058735804	13,332	\$252,616	Nash	050425677	=	\$555,595
Caswell	077846053	1,320	\$101,706	New Hanover	040029563	34,584	\$615,188
Catawba	083677138	13,068	\$720,060	Northampton	097594477	3,828	\$107,967
Chatham	131356607	=	=	Onslow	172663270	23,892	\$1,329,768
Cherokee	130705072	4,488	\$191,296	Orange	139209659	=	=
Clay	145058231	2,376	\$53,314	Pamlico	097600456	2,772	\$57,948
Cleveland	879924850	20,196	\$582,291	Pender	100955413	3,696	\$288,372
Columbus	040040016	19,140	\$311,483	Person	091563718	=	\$192,770
Craven	091564294	9,636	\$540,495	Pitt	080889694	26,928	\$893,649
Cumberland	123914376	44,484	\$2,411,310	Polk	079067930	2,640	\$47,520
Dare	082358631	\$4,488	\$129,660	Randolph	027873132	16,500	\$655,501
Davidson	077839744	29,172	\$659,480	Richmond	070621339	16,896	\$373,730
Davie	076526651	6,732	\$157,938	Robeson	082367871	41,316	\$802,815
Duplin	095124798	12,540	\$445,779	Rockingham	077847143	9,372	\$427,194
Durham	088564075	=	=	Rowan	074494014	12,012	\$505,536
Edgecombe	093125375	11,484	\$338,514	Sampson	825573975	16,764	\$401,263
Foothills	782359004	4,620	\$564,697	Scotland	091564146	13,332	\$325,462
Forsyth	105316439	60,324	\$1,693,674	Stanly	131060829	11,484	\$308,748
Franklin	084168632	=0	\$267,270	Stokes	085442705	4,620	\$164,107
Gaston	071062186	18,612	\$813,384	Surry	077821858	9,636	\$348,888
Graham	020952383	1,452	\$62,832	Swain	146437553	660	\$68,940
Granville-Vance	063347626	24,552	\$588,388	Toe River	113345201	3,432	\$243,616
Greene	091564591	2,244	\$165,119	Transylvania	030494215	2,112	\$114,902
Gulford	071563613	62,304	\$2,528,133	Union	079051637	15,708	\$632,539
Halifax	014305957	10,956	\$362,209	Wake	019625961	100,716	\$3,077,514
Harnett	091565986	16,500	\$599,582	Warren	030239953	7,128	\$119,433
Haywood	070620232	10,560	\$247,566	Wayne	040036170	24,288	\$844,019
Henderson	085021470	14,256	\$404,962	Wilkes	067439950	13,464	\$345,323
Hoke	091563643	10,824	\$360,294	Wilson	075585695	9,240	\$508,420
Hyde	832526243	1,188	\$20,509	Yadkin	089910624	5,412	\$202,224
Iredell	074504507	24,288	\$649,768				

## MENTAL REQUEST FOR BUDGET ACTION

[illegible]

AA 168 – Maternal Health Innovation

Item	Explanation	Cost each	Total (\$7500)
Patagonia Integrated Telehealth App	Initial Set up and Training	\$500.00	\$ 500.00
1 <sup>st</sup> month video hours (1 block)	Equals 176 video hours/month or 88 one hour sessions. (If overage, another block of \$30 will be charged)	30.00	30.00
iPads with data plans to enhance access for NP's / supervisor (x3)	To access telehealth via RCHD Zoom process as needed	560.00	1,680.00
Protective case for iPad		30.00	90.00
Stands for iPads (x3)	Ease of use, better visual	23.00	69.00
Gift Cards / Cell phone data cards	Increase patient access to care via telehealth (\$50 max/1 per pt) Approx. 102	50.00	5,100.00
Non cash grant awards			31.00
			\$7,469.00

52440

Rev. 11452553-434047-52440

# Division of Public Health Agreement Addendum FY 20-21

Page 1 of 3

Rowan County Public Health

Local Health Department Legal Name

168 Maternal Health Innovation

Activity Number and Description

08/01/2020 – 09/29/2020

Service Period

09/01/2020 – 10/31/2020

Payment Period

☒ Original Agreement Addendum

☐ Agreement Addendum Revision # \_\_\_\_\_

Women's and Children's Health Section /  
Women's Health Branch

DPH Section / Branch Name

Shelby Weeks 919-707-5707

Shelby.Weeks@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

## I. Background:

A key challenge to providing healthcare across North Carolina, especially in rural counties and those with limited transportation systems, is the difficulty in accessing care. This difficulty contributes to maternal health inequities. Pregnant women who reside in rural communities and in need of specialty care and consultations can experience challenges in arranging for transportation, may need to travel longer distances, and may need to take a significant amount of time off work to attend healthcare appointments. One possible strategy to improve access to medical care in situations like these is telehealth. Telehealth services have been used, among other things, to monitor chronic conditions, provide treatment (e.g., psychotherapy), provide education and advice for self-management, and provide specialty consultation services. Recent technological advances allow more patients to access telehealth services via personal "smart" devices that do not require broad band internet access.

Under funding received from the Health Resources and Services Administration-Maternal and Child Health Bureau (HRSA MCHB), local health departments will be provided funds to purchase equipment and provide staff training to augment and strengthen the state's maternal health system of care through the implementation of telehealth services around the state. The goal of these one-time Maternal Health Innovation mini-grant funds is to build Local Health Department capacity to provide telehealth services and increase patient access to medical and specialty care especially during and around the time of pregnancy.

## II. Purpose:

This Agreement Addendum provides one-time funds to the Local Health Department to strengthen existing efforts and program activities supporting women of reproductive age, including pregnant and

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:  
(If follow-up information is needed by DPH)

LHD program contact name:

Mary Rachui

Phone number with area code:

704-216-8872

Email address:

mary.rachui@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2019



postpartum women who are enrolled in maternal health services, by providing staff training and/or purchasing programmatic equipment associated with telehealth services.

**III. Scope of Work and Deliverables:**

- A. The Local Health Department shall implement at least one of the following efforts:
  - 1. **Equipment Purchase:** Purchase laptops or tablets equipped with cameras and microphones so that clinical staff can provide services to their patients.
  - 2. **Training:** In establishing telehealth services for the provision of clinical health services for women of reproductive age, acquire training and technical assistance on the use of virtual platforms.
- B. The Local Health Department may also implement the following:
  - 1. **Patient Facilitation:** Purchase gift cards and/or cell phone data cards to increase patient access to care via telehealth. Gift cards (e.g., Walmart, Target) and cell phone data cards (e.g., Verizon, T-Mobile, Boost, AT&T) can only be used to assure availability of cell service and facilitate patient access to maternal and reproductive health services via telehealth. Digital gift cards and cell phone data cards can also be purchased online and distributed to patients. A maximum of \$50 per card and a maximum of one card per patient shall be purchased using Activity 168 funds. Purchases of Visa gift cards is not permitted.

**IV. Performance Measures/Reporting Requirements:**

- A. The Local Health Department shall track and report on the number of telehealth services provided and the number of gift cards distributed to patients to facilitate access to care.
- B. The Local Health Department shall ensure that any gift cards acquired with Activity 168 funds be logged on a written and digital log created by the Local Health Department by date, serial number, purpose, cell phone provider name, and total amount per gift card incurred within twenty-four hours of the transaction and be maintained in locked storage. Each patient receiving a gift card must provide a complete signature (first and last name) and include the date when she received the gift card on the written log. Documentation of digital gift cards and digital cell phone data cards shall be maintained and should include vendor name, date of purchase, dollar amount per card per patient, gift card number, amount of data purchased per digital card or transaction, patient name, email address, date digital gift card or cell phone data is sent to the patient, and the name of the local health department representative who authorized and provided the digital gift card or cell phone data to the patient. Original copies of the written and digital logs must be made available for review by the Division Contractor Administrator or designee during the required annual monitoring visit.

**V. Performance Monitoring and Quality Assurance:**

This Activity 168 will be monitored by the monitoring team for Women's Health Branch in connection with its Activity 101 Maternal Health.

**VI. Funding Guidelines or Restrictions:**

- A. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - 1. **Definition:** A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

2. **Frequency:** Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

**FY21 Activity: 168-Maternal Health Innovation**
**Supplement 1**

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

CFDA #: 93.110 Federal awd date: 9/3/2019 Is award R&amp;D? no FAIN: 1U7AMC33712-01-11 Total amount of fed awd: \$ 2,104,678

CFDA name: State Maternal Health Innovation Program		Fed award project description: State Maternal Health Innovation Program		Fed awarding agency: DHHS, Health Resources and Services Administration		Federal award indirect cost rate: n/a			
Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity		
Alamance	965194483	=	=	Jackson	019728518	\$7500	\$7500		
Albemarle	130537822	=	=	Johnston	097599104	\$7500	\$7500		
Alexander	030495105	\$7500	\$7500	Jones	095116935	=	=		
Anson	847163029	=	=	Lee	067439703	\$7500	\$7500		
Appalachian	780131541	=	=	Lenoir	042789748	=	=		
Beaufort	091567776	=	=	Lincoln	086869336	=	=		
Bladen	084171628	=	=	Macon	070626825	=	=		
Brunswick	091571349	\$7500	\$7500	Madison	831052873	=	=		
Buncombe	879203560	=	=	MTW	087204173	=	=		
Burke	883321205	=	=	Mecklenburg	074498353	=	=		
Cabarrus	143408289	=	=	Montgomery	025384603	\$7500	\$7500		
Caldwell	948113402	=	=	Moore	050988146	=	=		
Carteret	058735804	\$7500	\$7500	Nash	050425677	\$7500	\$7500		
Caswell	077846053	\$7500	\$7500	New Hanover	040029563	=	=		
Catawba	083677138	=	=	Northampton	097594477	=	=		
Chatham	131356607	\$7500	\$7500	Onslow	172663270	=	=		
Cherokee	130705072	\$7500	\$7500	Orange	139209659	=	=		
Clay	145058231	=	=	Pamlico	097600456	=	=		
Cleveland	879924850	=	=	Pender	100955413	\$7500	\$7500		
Columbus	040040016	\$7500	\$7500	Person	091563718	=	=		
Craven	091564294	=	=	Pitt	080889694	=	=		
Cumberland	123914376	=	=	Polk	079067930	=	=		
Dare	082358631	=	=	Randolph	027873132	=	=		
Davidson	077839744	=	=	Richmond	070621339	=	=		
Davie	076526651	=	=	Robeson	082367871	=	=		
Duplin	095124798	\$7500	\$7500	Rockingham	077847143	=	=		
Durham	088564075	\$7500	\$7500	Rowan	074494014	\$7500	\$7500		
Edgecombe	093125375	=	=	Sampson	825573975	\$7500	\$7500		
Foot Hills	782359004	=	=	Scotland	091564146	=	=		
Forsyth	105316439	=	=	Stanly	131060829	=	=		
Franklin	084168632	=	=	Stokes	085442705	=	=		
Gaston	071062186	=	=	Surry	077821858	=	=		
Graham	020952383	=	=	Swain	146437553	=	=		
Granville-Vance	063347626	\$10,000	\$10,000	Toe River	113345201	\$20,000	\$20,000		
Greene	091564591	=	=	Transylvania	030494215	=	=		
Gulford	071563613	\$7500	\$7500	Union	079051637	=	=		
Halifax	014305957	=	=	Wake	019625961	=	=		
Harnett	091565986	=	=	Warren	030239953	=	=		
Haywood	070620232	=	=	Wayne	040036170	=	=		
Henderson	085021470	=	=	Wilkes	067439950	=	=		
Hoke	091563643	\$7500	\$7500	Wilson	075585695	=	=		
Hyde	832526243	=	=	Yadkin	089910624	=	=		
Iredell	074504507	=	=						

## MENTAL REQUEST FOR BUDGET ACTION

To disperse awarded COVID funding  
539 Health ELC CARES

**BUDGET INFORMATION:**

[illegible]



# Division of Public Health Agreement Addendum FY 20-21

Page 1 of 5

Rowan County Public Health

Local Health Department Legal Name

539 COVID-19 CARES Activities

Activity Number and Description

01/20/2020 – 05/31/2021

Service Period

07/01/2020 – 06/30/2021

Payment Period

☒ Original Agreement Addendum

☐ Agreement Addendum Revision # \_\_\_\_\_

Epidemiology / Communicable Disease Branch

DPH Section / Branch Name

Vanessa M. Greene 919-546-1658

vanessa.greene@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

## Background:

The primary mission of the Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public through detection, investigation, testing, treatment, tracking, control, education, and care activities to improve the health of people in North Carolina.

As part of the "Coronavirus Aid, Relief, and Economic Security Act" or the "CARES Act" of 2020, the Centers for Disease Control and Prevention's (CDC's) Epidemiology and Laboratory Capacity (ELC) CARES cooperative agreement is awarding a total of nearly \$631 million to our recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth "ELC CARES." The intention of this funding is to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics. Monitoring the indicators associated with these activities are intended to assist State, local, and territorial governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts.

The Division of Public Health (DPH), Communicable Disease Branch (CDB), is making an allocation of these funds available to all local health departments through the "CDC-RFA-TP18-1802, Cooperative Agreement for Emergency Response: Public Health Crisis Response, COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding" to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:

(If follow-up information is needed by DPH)

LHD program contact name: Angela Worley

Phone number with area code: 704-216-8811

Email address: angela.worley@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Revised June 2019

**II. Purpose:**

This Activity is for the Local Health Department to work to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

**III. Scope of Work and Deliverables:**

All of the activities the Local Health Department performs under this Agreement Addendum shall be informed by the NC DHHS COVID-19 Guidance for Health Care Providers and Local Health Departments.<sup>1</sup> The Local Health Department (LHD) shall identify and address one or more of the allowable activities from the list of five activities below, with an emphasis on testing and tracing:

1. **Testing and Tracing:** Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.
  - a. Enhanced testing and contact tracing including contact elicitation/identification, contact notification, and contact follow-up. Activities could include traditional contact tracing methods as well as healthcare-specific and other proximity/location-based methods.
2. **Surveillance:** Improve morbidity and mortality surveillance, including:
  - a. Establish or enhance community-based surveillance i.e., surveillance of populations and individuals without severe illness, travel to high-risk locations, or contacts to known cases.
  - b. Provide accurate accounting of COVID-19 associated deaths. Maintain electronic death reporting using the North Carolina Electronic Disease Surveillance System (NCEDSS).
3. **Lab Capacity:** Enhance laboratory testing and reporting capacity:
  - a. Establish or expand capacity to test all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance.
4. **Infection Control:** Prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations:
  - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
  - b. Monitor and help implement mitigation strategies for COVID-19 in all high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, other long-term care facilities).
  - c. Monitor and help implement mitigation strategies for other high-risk employment settings (e.g., meat processing facilities), and congregate living settings (e.g., prisons, youth homes, shelters).
5. **Community Risk Assessment:** Improve understanding of jurisdictional communities with respect to COVID-19 risk:
  - a. Build understanding of population density and high-risk population density (i.e., population of >65 years, proportion of population with underlying conditions, households with limited English fluency, healthcare seeking behavior, populations without insurance and below poverty level).

<sup>1</sup> <https://www.ncdhhs.gov/divisions/public-health/covid19/covid-19-guidance#all-guidance-for-health-care-providers-and-local-health-departments>

#### IV. Performance Measures/Reporting Requirements:

##### 1. Performance Measures

- a. **Performance Measure # 1:** The LHD shall have a policy to ensure access to COVID-19 testing for all symptomatic persons and for those who have had close contact to a known or suspected case of COVID-19 as defined by the CDC, and for those who request or require testing.  
Reporting Requirements: An electronic copy of this testing policy shall be provided to the Regional Communicable Disease Nurse Consultant no later than September 1, 2020.
- b. **Performance Measure # 2:** The LHD shall report cases of COVID-19 including deaths within 30 days of receipt of the report to the state disease registrar via the NC EDSS.  
Reporting Requirements: Reporting will be done via the NC EDSS.
- c. **Performance Measure # 3:** The LHD shall report COVID-19 activity (decline, no change, and increase) in high-risk healthcare facilities (e.g., nursing homes, dialysis centers, long-term care facilities) and congregate living settings (e.g., prisons, youth homes, shelters) via the NCEDSS outbreak module and the CD Outbreak Worksheet within 2 days of receipt of outbreak.  
Reporting Requirements: Reporting will be done via the NC EDSS and consultation as needed by CDB staff.
- d. **Performance Measure #4:** The LHD shall report close contacts to COVID-19 into the COVID-19 Community Team Outreach (CCTO) Tool software for at least 60% of people infected with COVID-19.  
Reporting Requirements: Reporting will be done via the CCTO tool software
- e. **Performance Measure #5:** The LHD shall complete the Final Monitoring Outcome variable for 90% of contacts entered after 14 days.  
Reporting Requirements: Reporting will be done via the CCTO tool software.

##### 2. Additional Reporting Requirements

- a. The LHD shall submit Annual Reports to include progress of work performed against each of the allowable activities and performance measures, data (numbers tested/traced to during reporting period), as well as use of funds and programmatic reporting to the CDB at the following intervals:  
FY 19-20 (January–May 2020) report due no later than August 15, 2020  
FY 20-21 (June 2020–May 2021) report due no later than June 15, 2021
- b. Provide data, plans, and documents as requested by CDB that supports reporting the performance measures and deliverables from the ELC CARES grant. Plans and other documents must be consistent with state and federal requirements and must be specific to the LHD's local public health jurisdiction.
- c. The LHD will submit an annual report via Survey Monkey which will include the reporting of work performed against each of the allowable activities and performance measures, data (numbers tested and numbers of contacts traced during the reporting period), reporting on the use of funds, and programmatic reporting. The Survey Monkey survey link will be sent to the LHD by CDB no later than June 15, 2021.

#### V. Performance Monitoring and Quality Assurance:

- 1. The TATP Nurse Consultant will assess the Local Health Department's performance through reporting mechanisms within the NC EDSS. These reports will be run on a quarterly basis by the TATP Nurse Consultant.

2. If the assessment results in compliance concerns, the TATP Nurse Consultant shall conduct conference calls with the Local Health Department to provide technical assistance in order to rectify the concerns.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Expenses related to allowable activities may be reimbursed retroactively to January 20, 2020.
3. As the Local Health Department is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); and/or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) the LHD agrees as applicable to the award, to:
  - a. comply with existing and/or future directives and guidance from the HHS Secretary regarding control of the spread of COVID-19;
  - b. in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
  - c. assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.
  - d. consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through DPH, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
4. In addition to their local procurement rules/policies, the Local Health Department shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
  - a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, [https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75\\_1326](https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326)



- i. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: [https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75\\_1521.ii](https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii)

5. Unallowable costs:

- a. Research
- b. Clinical Care
- c. Publicity and propaganda (lobbying):
  - i. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    1. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    2. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  - ii. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:  
[https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)
- d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

**FY21 Activity: COVID-19 CARES Activities**
**Supplement 1**

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

CFDA #: 93.323 Federal awd date: 06/21/20 Is award R&amp;D? no FAIN: NU50CK000530 Total amount of fed awd: \$ 209976190

CFDA name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)		Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)		Fed awarding agency: DHHS, Centers for Disease Control and Prevention		Federal award indirect cost rate: n/a			
Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity		
Alamance	965194483	60,231	60,231	Jackson	019728518	26,894	26,894		
Albemarle	130537822	163,727	163,727	Johnston	097599104	69,230	69,230		
Alexander	030495105	25,397	25,397	Jones	095116935	17,768	17,768		
Anson	847163029	21,864	21,864	Lee	067439703	31,524	31,524		
Appalachian	780131541	71,082	71,082	Lenoir	042789748	30,433	30,433		
Beaufort	091567776	27,886	27,886	Lincoln	086869336	38,004	38,004		
Bladen	084171628	24,382	24,382	Macon	070626825	24,799	24,799		
Brunswick	091571349	52,214	52,214	Madison	831052873	21,070	21,070		
Buncombe	879203560	85,862	85,862	MTW	087204173	55,770	55,770		
Burke	883321205	39,810	39,810	Mecklenburg	074498353	310,415	310,415		
Cabarrus	143408289	71,770	71,770	Montgomery	025384603	22,497	22,497		
Caldwell	948113402	37,608	37,608	Moore	050988146	41,978	41,978		
Carteret	058735804	34,189	34,189	Nash	050425677	40,875	40,875		
Caswell	077846053	21,427	21,427	New Hanover	040029563	78,040	78,040		
Catawba	083677138	58,018	58,018	Northampton	097594477	20,596	20,596		
Chatham	131356607	35,158	35,158	Onslow	172663270	68,945	68,945		
Cherokee	130705072	22,946	22,946	Orange	139209659	54,514	54,514		
Clay	145058231	18,164	18,164	Pamlico	097600456	18,626	18,626		
Cleveland	879924850	41,910	41,910	Pender	100955413	31,874	31,874		
Columbus	040040016	30,315	30,315	Person	091563718	25,914	25,914		
Craven	091564294	43,119	43,119	Pitt	080889694	63,435	63,435		
Cumberland	123914376	105,052	105,052	Polk	079067930	20,845	20,845		
Dare	082358631	25,042	25,042	Randolph	027873132	54,110	54,110		
Davidson	077839744	60,626	60,626	Richmond	070621339	27,269	27,269		
Davie	076526651	26,665	26,665	Robeson	082367871	50,721	50,721		
Duplin	095124798	31,224	31,224	Rockingham	077847143	39,903	39,903		
Durham	088564075	99,460	99,460	Rowan	074494014	53,490	53,490		
Edgecombe	093125375	29,311	29,311	Sampson	825573975	32,395	32,395		
Foothills	782359004	61,160	61,160	Scotland	091564146	24,702	24,702		
Forsyth	105316439	117,143	117,143	Stanly	131060829	32,189	32,189		
Franklin	084168632	33,461	33,461	Stokes	085442705	27,614	27,614		
Gaston	071062186	74,989	74,989	Surry	077821858	34,878	34,878		
Graham	020952383	17,358	17,358	Swain	146437553	18,920	18,920		
Granville-Vance	063347626	58,898	58,898	Toe River	113345201	59,042	59,042		
Greene	091564591	20,707	20,707	Transylvania	030494215	24,531	24,531		
Guilford	071563613	160,040	160,040	Union	079051637	78,099	78,099		
Halifax	014305957	28,993	28,993	Wake	019625961	305,488	305,488		
Harnett	091565986	51,147	51,147	Warren	030239953	20,447	20,447		
Haywood	070620232	32,057	32,057	Wayne	040036170	48,849	48,849		
Henderson	085021470	46,719	46,719	Wilkes	067439950	33,977	33,977		
Hoke	091563643	29,665	29,665	Wilson	075585695	37,244	37,244		
Hyde	832526243	16,411	16,411	Yadkin	089910624	25,342	25,342		
Iredell	074504507	63,613	63,613						

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

FROM: Social Services

Date: 9/23/2020

[illegible]



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**  
Division of Social Services

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations  
for Human Services

September 22, 2020

**DEAR COUNTY DIRECTORS OF SOCIAL SERVICES  
DEAR EXECUTIVE DIRECTORS OF CHILD PLACING AGENCIES  
DEAR EXECUTIVE DIRECTORS OF RESIDENTIAL PROVIDER AGENCIES**

**ATTENTION: Directors, Program Managers and Residential Managers**

**SUBJECT: 2020 COVID-19 Recovery Act Funds**

**REQUIRED ACTION: ☐ Information Only ☒ Time Sensitive ☒ Immediate**

NC DHHS recognizes that the on-going COVID-19 public health crisis has impacted families and children across our state in many ways. The daily needs of children, youth, young adults, and families have increased, and financial resources have been overburdened.

As part of the on-going effort to address these needs, the General Assembly passed Session Law 2020-4, the 2020 COVID-19 Recovery Act, which appropriated federal CARES Act funding for children receiving foster care services. County DSS access to these funds for children in their custody, has been made available through a process described in a Directors Letter (BG-08-2020) dated June 15, 2020, and updated in Directors Letter (BG-11-2020) dated September 16, 2020.

Initially, these additional funds, consisting of a supplemental stipend payment of \$100 per month, were available for each child or youth receiving foster care services during the months of April, May, and June 2020. **The funding has been increased and will now include the months of July, August, and September 2020.**

The funds are intended to benefit the children and youth directly. Foster Care stipend funds should be paid directly to the **licensed** foster parent, or residential care provider, who cared for the child or youth during the period, or to the private child placing agency that supervised the foster family, who should, in turn, pay the additional funds to the licensed foster family or facility. Young adults in the Foster Care 18 to 21 program should receive the funds in the same manner their board rate is received. For example, if they receive their board funds directly, they should receive the supplemental payment directly. These funds are not intended to be used in the support of case work activities or administrative costs.

Reimbursement of these funds to the counties has been ongoing since the original notification. All completed stipend submissions using the current *Reimbursement Submission form* have been processed up to September 15, 2020. The original form will be replaced with the new reconciliation form (attached) beginning September 16, 2020. As we transition to the new process and submission form, counties will be contacted concerning the status of any interim submissions.

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES**

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2409 Mail Service Center, Raleigh, NC 27699-2409

www.ncdhhs.gov • TEL: 919-527-6390 • FAX: 919-733-3052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



As of September 16, 2020, the state has switched to an **advancement payment process**. County DSS agencies will be advanced the Additional Stipend Funding for all service periods not previously processed. These payments will be based on the final PQA020 Foster Care Payment Report, eligible child counts. The advance payment will cover the previously unclaimed service periods of April to July 2020, include the August 2020 closing totals, and will estimate September 2020 based on the final totals from the previous month. After receipt of the advanced funding, **within 30 days**, county agencies must distribute funds, as indicated above, and file the attached *FC Stipend Advance Payment Reconciliation Form*.

If you have questions or need clarification about the 2020 COVID-19 Recovery Act funds, please contact your Regional Child Welfare Consultant or your assigned Regulatory and Licensing Program Consultant.

Thank you for your anticipated participation and cooperation in this important process. As always, thank you for your dedication to serving children and families.

Help protect your family and neighbors from COVID-19.

**Know the 3 Ws. Wear. Wait. Wash.** #StayStrongNC and get the latest at [nc.gov/covid19](https://nc.gov/covid19).

Sincerely,



Linda L Waite  
Section Chief for Regulatory and Licensing Services  
Division of Social Services

Attachment: FC Stipend Advance Payment Reconciliation Form

Cc: Susan Osborne, Assistant Secretary for County Operations  
Lisa T Cauley, Deputy Director for Child Welfare  
Teresa Strom, Section Chief for County Operations  
Carla McNeill, Section Chief for Permanency Planning  
Kathy Stone, Section Chief for Prevention and Safety  
Richard Stegenga, Deputy Director, Business Operations  
Myra Dixon, Public Assistance Unit Manager, Office of the Controller

CWS-28-20

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES**

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2409 Mail Service Center, Raleigh, NC 27699-2409

[www.ncdhhs.gov](https://www.ncdhhs.gov) • TEL: 919-527-6390 • FAX: 919-733-3052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**North Carolina - Department of Health and Human Services**  
**Notice of Electronic Funds Transfer**

**ATTN:** County Finance Officer  
County DSS Director  
**County:** ROWAN  
**Run Date:** 09/23/2020  
**Period:** September, 2020

**Deposits TO County Account FROM DSS**

	<b>Earliest date of payment :</b>	<b>09/28/2020</b>
COVID ADV STIPEND 2020	FOSTER CARE	\$40,000.00
COVID ADV STIPEND 2020	CPS	\$131,366.00
COVID ADV STIPEND 2020	APS	\$31,146.00
<b>County Payment Total :</b>		<b>\$202,512.00</b>

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

To recognize reserved funds from FY 2020 for Animal Services Grants and donations. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Date: 09/24/20

Reviewed:

[illegible]

ROWAN COUNTY  
ANIMAL SERVICES - NATURE CENTER - RESERVES  
For Fiscal Year Ended June 30, 2020

Area of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Account Numbers	Expenditures	Ending Balance
NC Science Museums Grant - FY 2017	6,115.43	1146440-434080	-	1156440-561015/543033	(3,507.29)	2,608.14
NC Science Museums Grant - FY 2020	-	1146440-434080	60,000.00	1156440-510015/520010/520020/520025/585019	(60,000.55)	(0.55)
Restricted Donations	41,671.19	1146440-464100	2,819.00	1156440-583041	-	44,490.19
Total	\$ 47,786.62		\$ 62,819.00		\$ (63,507.84)	\$ 47,097.78



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2020 for Register of Deeds. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 09/08/20

BUDGET INFORMATION:

Reviewed:

[illegible]

ROWAN COUNTY  
REGISTER OF DEEDS - RESERVED FOR AUTOMATION  
AND ENHANCEMENT PRESERVATION FUND  
For Fiscal Year Ended June 30, 2020

	<u>Account Number</u>	<u>Account Name</u>	<u>Balance</u>
Beginning balance			\$ 123,842.73
Revenues	1144181-425002	Automation and Enhancement Fund	<u>69,413.67</u>
Sub-total			193,256.40
Less:			
	1154181-533001	Contracted Services	(39,968.00)
	1154181-534030	Tech Serv & Maint	(4,590.00)
	1154181-561005	Office Supplies	(5,441.16)
	1154181-561095	Other Small Equipment	(1,851.46)
	1154181-564060	Microfilm	(1,911.00)
	1154181-575000	C/A: Equipment	-
	1154181-576030	F/A: Equipment/Furnishings	<u>(8,827.48)</u>
Ending Balance			<u><u>\$ 130,667.30</u></u>
Ending Balance			\$ 130,667.30
FY 2021 Fund Balance Restricted			<u>(54,500.00)</u>
FY 2021 BA Expenses			<u><u>\$ 76,167.30</u></u>

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:



To recognize reserved funds from FY 2020 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 09/25/20

BUDGET INFORMATION:

Reviewed by:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144410-495010	6,629	
Supplies: Other Small Equipment	E	1154410-561095-44101	65	
Special Projects: Meeting/Training Food	E	1154410-582009	4,386	
Sheriff's Christmas Caring	E	1154410-583089	1,813	
Special Projects: Explorer Expenditures	E	1154410-582032	365	
Fund Balance Appropriated - Restricted	R	1144412-495010	19,662	
Alcoa: Other Supplies	E	1154412-561090	19,662	
Fund Balance Appropriated - Restricted	R	1144416-495010	71,426	
Tech Service - Serv & Maint	E	1154416-534030	5,000	
Telephone	E	1154416-553005	3,000	
Supplies: Other - State	E	1154416-561910	16,426	
C/A: Asset Forfeiture - State	E	11544165-575085	10,000	
Weapons - State	E	11544165-561098	6,000	
F/A: Asset Forfeiture - State	E	11544165-576005	18,000	
Asset Forfeiture - State	E	11544165-582019	13,000	
Fund Balance Appropriated - Restricted	R	1144416-495010	103,153	
R&M - Vehicles - Federal	E	1154416-543020	10,000	
Other Small Equipment - Federal	E	1154416-561095	20,000	
Travel - Federal	E	11544162-558026	3,000	
Training - Federal	E	11544162-559026	3,000	
Weapons - Federal	E	11544162-561099	8,000	
C/A: Asset Forfeiture - Federal	E	11544162-575005	7,000	
F/A: Asset Forfeiture - Federal	E	11544162-576006	20,000	
Drug Education - Federal	E	11544162-582013	12,153	
Asset Forfeiture - Federal	E	11544162-582018	20,000	
Fund Balance Appropriated - Restricted	R	1144419-495010	52,390	
Special Projects: Katrina	E	1154419-582024	20,386	
Other Small Equipment	E	1154419-561095	22,004	
F/A: Other	E	1154419-576900	10,000	
DEPARTMENT HEAD	COUNTY MANAGER		ACCOUNTING USE ONLY	
Approved: 	Approved: _____		Budget Revision # <u>03-549</u>	
Disapproved: _____	Disapproved: _____		Date Posted: _____	
Amended: _____	Amended: _____		Group Number: _____	
Date: <u>9/25/20</u>	Date: _____		Posted by: _____	
Signature: 	Signature: _____		Approved by: _____	

Areas of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget FY 2021	BA #1	Remainder to Budget
Sale of Thompson Machine Gun	\$ 609.36	1144410-492030-44101	\$ -	1154410-561095/576900-44101	\$ (543.94)	65.42	-	65	0.42
Calendar Contributions	235.43	1144410-442002	6,000.00	1154410-582015	(4,442.52)	1,792.91	6,000	-	1,792.91
GREAT	4,581.79	1144410-442004	-	1154410-583017	(969.02)	3,612.77	6,500	-	3,612.77
Public Safety Donations	9,567.02	1144410-464002	-	1154410-582009	(4,180.82)	5,386.20	1,000	4,386	0.20
Public Safety Donations	1,865.87	11444106-464002 Shop w/ Cop	6,325.00	1154410-583089	(6,378.25)	1,812.62	-	1,813	(0.38)
Explorer Program	806.10	11444106-464003	500.00	1154410-582032	(941.30)	364.80	-	365	(0.20)
Alcoa Grant	12,087.29	1144412-442007	15,000.00	1154412's	(3,524.95)	23,562.34	3,900	19,662	0.34
<b>Total Other Contributions</b>	<b>29,752.86</b>		<b>27,825.00</b>		<b>(20,980.80)</b>	<b>36,597.06</b>	<b>17,400</b>	<b>26,291</b>	<b>5,406.06</b>
State Asset Forfeiture	82,042.29	11444165-435033	60,369.24	1154416-534030	(575.00)	-	5,000	5,000	-
				1154416-553005	(5,449.40)	-	5,000	3,000	-
				11544165-558065	(727.49)	-	4,500	-	-
				11544165-559050	(500.00)	-	4,500	-	-
				1154416-561910	(9,677.67)	-	10,000	16,426	-
				11544165-561098	(4,851.25)	-	5,000	6,000	-
				11544165-575085	(9,500.00)	-	-	10,000	-
				11544165-576005	(4,704.80)	-	-	18,000	-
				11544165-582019	-	106,425.92	6,000	13,000	(0.08)
Federal Asset Forfeiture	67,369.82	11444162-432003	50,426.77	1154416-543020	-	-	-	10,000	-
(Includes interest revenue)	-	1144416-461000	1,306.63	11544162-558026	(1,536.25)	-	-	3,000	-
Sale of Property	-	1144416-492030	-	11544162-559026	-	-	-	3,000	-
Insurance Proceeds	-	11444162-489030	-	1154416-561095	(957.98)	-	2,500	20,000	-
(shown as revenue in 2018				11544162-561099	-	-	-	8,000	-
but not as an expense to use)				11544162-575005	-	-	-	7,000	-
				11544162-576006	(5,285.80)	-	-	20,000	-
				11544162-582013	(3,169.83)	-	2,500	12,153	-
				11544162-582018	-	108,153.36	-	20,000	-
<b>Total Asset Forfeiture Funds</b>	<b>149,412.11</b>		<b>112,102.64</b>		<b>(46,935.47)</b>	<b>214,579.28</b>	<b>40,000</b>	<b>174,579</b>	<b>0.28</b>
Justice Assistance Grant	-	1144417-431018	-	1154417-575000/576900	-	-	-	-	-
Katrina Funds	20,385.90	1144419-431021	-	1154419-582024	-	20,385.90	-	20,386	(0.10)
SCAAP	12,067.95		29,160.00	1154419-	(9,224.20)	32,003.75	-	32,004	(0.25)
<b>Total Other Grants</b>	<b>32,453.85</b>		<b>29,160.00</b>		<b>(9,224.20)</b>	<b>52,389.65</b>	<b>-</b>	<b>52,390</b>	<b>(0.35)</b>
<b>\$ 211,618.82</b>			<b>\$ 169,087.64</b>		<b>\$ (77,140.47)</b>	<b>\$ 303,565.99</b>			

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

EXPLANATION IN DETAIL:

Date: 09/25/20

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

[illegible]



ROWAN COUNTY  
PARKS DEPARTMENT - RESERVES  
For Fiscal Year Ended June 30, 2020

Project Areas	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget 2021 Expenditures	Carryforward to FY 2021	
								BA	Balance
Golf Donations	985.00	1146230-464019	-	1156230-583047	-	985.00	-	-	985.00
Murtis Nicholas Memorial	199,442.14	1146230-464058	70.99	1156230-583041	-	199,513.13	-	-	199,513.13
Restricted Donations	8,407.14	1146231-464100	2,085.00	1156231-583041	(3,592.03)	6,900.11	5,000.00	1,900	-
Senior Games Donations	24,993.94	1146231-464020	9,780.00	1156231-583054	(4,582.76)	30,191.18	10,000.00	20,191	-
Ellis Park Fund Donations	3,583.71	1146237-464100	-	-	-	3,583.71	-	-	3,583.71
Sloan Park Fund	11,029.50	1146238-464100	225.00	1156238-583097	-	11,254.50	-	-	11,254.50
Sloan Park - Historic Tree Fd.	5,533.89	-	-	-	-	5,533.89	-	-	5,533.89
Dunn's Mountain Park	14,246.71	1146239-464100	-	1156239-583097	-	14,246.71	-	-	14,246.71
	<u>\$ 268,222.03</u>		<u>\$ 12,160.99</u>		<u>\$ (8,174.79)</u>	<u>\$ 272,208.23</u>	<u>\$ 15,000.00</u>	<u>\$ 22,091.29</u>	<u>\$ 235,116.94</u>

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

To budget COVID-19 revenue and expenditures for the airport.

[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:** September 28, 2020  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

October Board Appointments

**Upload Date**

9/28/2020

**Type**

Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**October 5, 2020**  
**COMMISSION MEETING**

---

**LOCAL EMERGENCY PLANNING COMMITTEE**

Allen Cress, Interim Emergency Services Chief, applied to the vacant Public Safety seat. If approved, there are no term limits for this Committee.

**INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY**

Bradford Basinger applied for a vacant at-large seat and if appointed, the term would expire July 31, 2025.

**NURSING HOME ADVISORY COMMITTEE**

Lena Sellers-Crook applied for reappointment; however, she has fulfilled the term limitations established by the Board of Commissioners.

Due to the difficulty of finding volunteers for this Committee, the Board is asked to consider waiving the term limits and to reappoint Ms. Sellers-Crook for a three-year term that will expire February 28, 2023.

**ROWAN COUNTY RESCUE SQUAD**

For record-keeping purposes, the Board is asked to make two (2) appointments to the Rowan County Rescue Squad.

***1. Vacant Seat for Emergency Services Chief***

Allen Cress was previously appointed to fill the seat on the Rowan County Rescue Squad as the Telecommunications Chief.

Mr. Cress has since been selected by the County Manager to serve as the Interim Emergency Services Chief. The Commissioners are asked to appoint Mr. Cress to the Rescue Squad's currently vacant seat of Emergency Services Chief in order for the Rescue Squad to maintain full membership. There are no term ending dates for this appointment.

***2. Telecommunications Chief***

Lonnie Owens was selected to serve as the Interim Telecommunications Chief. The Board is asked appoint Mr. Owens to the Rescue Squad to fill the seat for the Telecommunications Chief (previously held by Allen Cress). There are no term ending dates for this appointment.

Home / Manage Applications / Chief Allen Cress

# View Application

Application

 Renew

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## Status

**Name**

Chief Allen Cress

**Application Date**

7/16/2020

**Expiration Date**

7/16/2022

**Board Member**

Allen Cress

**Status**

Validated

Board	Vacancies	Status
Local Emergency Planning Committee	2	BoC Meeting

## Basic Information

**Name**

Chief Allen Cress

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Interim Chief, Rowan County Emergency Services. This is a named/titled position of the LEPC.

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

## Contact Information

**Address**

680 Rainey Rd  
Salisbury, NC 28146



**Resident**

Yes

**Phone**

704-216-8510

**Cell Phone**

704-239-5267

**Email**

allen.cress@rowancountync.gov

## Occupation

**Employer**

Rowan County

**Occupation**

Interim Chief Rowan County Emergency Services

---

**OnBoard2** - Powered by ClerkBase

[Home](#) / [Manage Applications](#) / [Web Developer Bradford M Basinger](#)

## View Application

Application

[Renew](#) [Edit](#) [Delete](#)

### Status

**Name**

Web Developer Bradford M Basinger

**Application Date**

9/27/2020

**Expiration Date**

9/27/2022

**Board Member**

Bradford Michael Basinger

**Status**

Validated

**Board****Vacancies****Status**

Industrial Facilities and Pollution Control Financing Authority

6

BoC Meeting

Rowan Transit System Advisory Committee

9

Pending

### Basic Information

**Name**

Web Developer Bradford M Basinger

**Resume File**

[View](#) / [Download](#)

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Civic Experience:

-2019 Salisbury Citizen's Academy Graduate

-Current Forward 2040 Salisbury Comprehensive Plan Committee Member.

Business Experience:

- 20 years experience in the commercial construction industry with a heavy focus in big box retail, parking lot construction, and concrete/masonry construction.
- 5 years experience as site superintendent for general contractor who specialized in retail construction projects, including curb and gutter, paving, and civil construction scopes of work like underground water retention systems, storm and water systems for strip malls, turning lane and intersection re-designs, and other general infrastructure systems related to commercial projects.
- The current studying and developing of data management strategies for small to medium sized businesses, managing web based inventory systems using modern software design patterns.
- Web development experience with PHP, JavaScript, NodeJS, and popular frameworks for both front and back end development.

**Have you ever been convicted of a felony?**

No

**County of Residence**

North Carolina

## Contact Information

**Address**

306 Maupin Ave  
Salisbury, NC 28144

**Resident**

Yes

**Ward/District**

Fulton Heights

**Phone**

7042677763

**Email**

bradfordm1978@gmail.com

## Occupation

**Employer**

Brisco Web

**Occupation**

Web Developer/Project Manager

[Home](#) / [Manage Applications](#) / [Ms. Aulena Sellers-Crook](#)

## View Application

Application

[Renew](#) [Edit](#) [Delete](#)

### Status

**Name**

Ms. Aulena Sellers-Crook

**Application Date**

9/9/2020

**Expiration Date**

9/9/2022

**Board Member**

Lena Sellers-Crook

**Status**

Validated

**Board**

Nursing Home Advisory Committee

**Vacancies**

5

**Status**

BoC Meeting

### Basic Information

**Name**

Ms. Aulena Sellers-Crook

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I want to be reappointed to the Nursing Home Advisory Committee. I have been an Ombudsman since 3-1-07.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

### Contact Information

**Address**

PO Box 314  
305 N Oak St  
Granite Quarry, NC 28072

**Resident**

Yes

**Phone**

17042793314

**Cell Phone**

17044333393

**Email**

aisellers@carolina.rr.com

## Occupation

**Employer**

PT Rowan Salisbury Schools

**Occupation**

Sub.. Retired after 25 years at Kindred @ Home Health