



**ROWAN COUNTY COMMISSION AGENDA  
SPECIAL MEETING  
July 13, 2020 - 6:00 PM**

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Call to Order

- Remote Meeting Details

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

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: June 15, 2020 and June 22, 2020

1 Consent Agenda

- A. Level II Funding for Rowan County Youth Services Bureau
- B. Request for Public Hearing for 'Project Sun'
- C. Ratify ZTA 01-20
- D. Letter of Support for Town of Spencer, NC Grant
- E. COVID-19 Relief Fund Contract
- F. Courthouse Liberty Street Ramp Project
- G. RFQ for Services for Broadband Expansion

2 Public Comment Period

3 Public Hearing for Urbanized Area Formula Grants (5307)

4 State of the County Health Report

5 Updates on the Coronavirus Relief Fund (CRF) and Discussion Regarding Creating a Temporary Grants Manager/Accountant Funded by the CRF

6 Selection of NC Association of County Commissioners Voting Delegate

7 Consider Approval of Board Appointments

- 8 Litter Report
- 9 Closed Session
  - To Consider a Potential Lease at Mid-Carolina Regional Airport
- 10 Adjournment

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

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



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

**MEMO TO COMMISSIONERS:**

**FROM:**

**DATE:**

**SUBJECT:** Remote Meeting Details

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

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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:** July 6, 2020  
**SUBJECT:** Consider Approval of the Minutes: June 15, 2020 and June 22, 2020

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
June 15, 2020	7/6/2020	Cover Memo
June 22, 2020 - Special	7/6/2020	Cover Memo



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



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

## **Rowan County Board of Commissioners**

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

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS June 15, 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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

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

- Chairman Edds asked Assistant County Manager/Finance Director Leslie Heidrick about an item the Finance Department had placed on the Consent Agenda.

Ms. Heidrick explained that the contract in the agenda packet for Salcoa Contracting for the Dan Nicholas Park concession project was not the right contract and contained the old figures. Ms. Heidrick said she had emailed the Board and staff with the corrected contract that should be considered for approval instead.

Commissioner Klusman moved to exchange the contract in the agenda packet with the new contract (as emailed from the Finance Department). The motion was seconded by Commissioner Pierce and passed unanimously.

- Chairman Edds added an item regarding waiving of dump fees at the Rowan County Landfill. Chairman Edds added the request as agenda item #5a.

## **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

## **CONSIDER APPROVAL OF THE AGENDA**

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

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved approval of the minutes of the May 27, 2020 Special Called Meeting; June 1, 2020 Budget Work Session, June 1, 2020 Regular Meeting and June 8, 2020 Special Meeting. The motion was followed by a second from Commissioner Pierce and passed unanimously.

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

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

The Consent Agenda consisted of the following:

- A. Grant Award Approval
- B. Tax Refunds for Approval
- C. Systel Contract Amendment for Print/Copier Services
- D. Contract Approval for Charter Spectrum Internet and Library Service
- E. Contract Amendment for Pictometry Services
- F. Contract for CAMA Mobile Assessor
- G. COVID-19 Relief Fund: OCOC Grant Award
- H. Salcoa Contracting Agreement – Dan Nicholas Concession Stand (a corrected contract was provided from the Finance Department and accepted by the Board during Additions to the Agenda)
- I. Release and Voluntary Dismissal Thelma Luckey
- J. Home and Community Care Block Grant Funding for FY 2020-21
- K. COVID-19 and ADA Compliance Projects
- L. Schedule Public Hearing for July 6, 2020 for FY '21 5307 Transportation Program Grant

## **2. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens who had either called in or submitted an email request to address the Board via

electronic means. With no one wishing to provide comments, Chairman Edds closed the Public Comment Period.

### **3. PUBLIC HEARING FOR Z 01-20**

Assistant Planning Director Shane Stewart presented the staff report for rezoning petition Z 01-20. Mr. Stewart stated the Board of Commissioners had approved a rezoning petition (Z 08-00) and conditional use permit (CUP) application 03-00 for property owners Mark and Lorin Oden on March 20, 2000 to accommodate a pier and dock construction business for their property located in the 8600 block of Bringle Ferry Road. The property, referenced as Tax Parcel 644-150, was rezoned from Rural Agricultural (RA) to Commercial, Business Industrial with a Conditional District (CBI-CD). The Oden Family elected not to proceed with the business resulting in an expired conditional district.

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

Mr. Stewart provided a power point and showed the site in question as well as the surrounding areas.

Continuing with the power point, Mr. Stewart discussed the information contained in the staff report.

Procedurally, Mr. Stewart said the Board must adopt a Statement of Consistency describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest.

Mr. Stewart discussed the public notice procedures that had been followed, which included letters mailed to eight (3) adjacent property owners within 100 feet of the site. A sign was also posted on the property and notices were published in the Salisbury Post on June 4, 2020 and June 11, 2020.

The Planning Board unanimously recommended approval of the rezoning request.

Chairman Edds opened the public hearing to receive citizen input regarding Z 01-20. With no callers wishing to address the Board, and no one having submitted concerns via email, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency as follows:  
Z 01-20 is consistent with the Eastern Area Land Use Plan and is reasonable and in the public interest based on the following: the request is consistent with Area 2 of the plan, no adverse impact on neighbors, and beneficial to the owner [by transitioning from an expired conditional district to a general zoning district]". The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Pierce moved to approve Z 01-20 followed by a second from Commissioner Greene. The motion carried unanimously.

#### **4. FINANCIAL REPORTS**

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

- Annual Cumulative Current Year Property Tax Comparisons as of April 2020 – \$85,555,313
- Annual Cumulative Sales Tax Comparisons as of February in FY '20 - \$18,364,926
- Annual Cumulative Revenue Comparisons as of May 2020 - \$134,246,916
- Annual Cumulative Expenditure Comparisons as of May 2020 - \$134,482,330

#### **5. DISCUSSION REGARDING JULY MEETING SCHEDULE**

Chairman Edds said the Board had typically voted in the past to cancel its second monthly meeting during the month of July. The Board was currently scheduled to meet on July 6, 2020 and July 20, 2020.

Chairman Edds asked the Board's preferences for meeting during the month of July.

After a brief discussion, Chairman Edds made a motion to cancel the regularly scheduled meetings in the month on July and to hold one meeting on July 13, 2020 at 3:00 p.m. The motion was seconded by Commissioner Greene and carried unanimously.

Additional discussion ensued with Commissioner Caskey, who was serving in the National Guard. It was learned that Commissioner Caskey would be unable to participate in a 3:00 p.m. meeting on July 13, 2020; however, he would be able to participate if the meeting was held at 6:00 p.m. instead.

Chairman Edds moved to revise the motion for the Board to meet at 6:00 p.m. instead of 3:00 p.m. on July 13, 2020. Commissioner Pierce seconded and the amended motion passed unanimously.

#### **ADDITION**

##### **5a. CONSIDER WAIVING DUMP FEES AT ROWAN COUNTY LANDFILL**

Chairman Edds said the Essie Mae Kiser Foxx Charter School had burned a few years ago and citizens had been working to get the site cleaned up. Chairman Edds said a contractor had been hired and the County was had been contacted to see if it was willing to waive the dump fees for taking the debris from the burned site to the Landfill.

Chairman Edds continued by saying he felt it was a good opportunity for the County to help the Town of East Spencer and a good project for the County to support.

Chairman Edds moved to waive the dump fees for the materials that come out of the cleanup. The motion was seconded by Commissioner Klusman.

While Commissioner Pierce supported the request, he wanted to ensure that the debris that went to the Landfill actually came from the job site. Commissioner Pierce suggested that the Town of East Spencer notify the Landfill when a truck was on the way.

Chairman Edds said since the Town did not own the school, the call should come from the Charter School's leadership.

Commissioner Greene inquired about the possibility of asbestos from the site. Commissioner Pierce said there would be asbestos and the cleanup would require a lot of remediation making it an expensive project.

Commissioner Pierce said he would be glad to work with the County's Environmental Management Director, Caleb Sinclair, and a member of the Charter School to coordinate for the disposal of materials that came from the burned school.

Chairman Edds moved to waive the dump fees, followed by a second from Commissioner Pierce. The motion passed unanimously.

## **6. CONSIDER APPROVAL OF BUDGET AMENDMENTS**

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

- Finance – To transfer funds needed for the Ellis Park Kitchen Project - \$22,526
- Finance – To increase transportation revenue and expense due to the additional contribution by the City of Salisbury - \$4,700
- Social Services – NCDHHS is providing a one-time supplement to LIEAP vendors on behalf of mutual clients. Expenditures and revenues must be revised based on the Funding Authorization - \$21,211
- Environmental Management – White Goods Grant Expenditures Approved by BOC on 5-18-2020 - \$213,000
- Finance – Budget is to correct/reverse entry of budget amendment 10-126 that was entered with an incorrect amount and keyed backwards in recording donations received by Emergency Services Department - \$290
- Finance – To budget additional EMPG grant funds awarded to Emergency Services - \$3,279
- School Construction - Record interest revenue earned via West Elementary School construction loan - \$131,274
- Finance – Recognize additional donations received for the new West Library Branch and additional expenditures – \$32,946

- Risk Management – Transfer funds to cover unexpected increase in workers' comp and P&PL claims plus cover anticipated rest of year expenditures - \$400,000
- Finance – To budget projected additional restricted sales tax for Public School capital outlay - \$265,000
- Social Services – Budget donations received in order to provide goods and services to clients - \$9,883
- Finance – Budget COVID-19 revenue and expenditures - \$3,032,334
- Health Department – Disperse funds awarded per AA from DPH PH Preparedness & Response Branch for COVID-19 Crisis Response - \$116,514
- Finance – Budget additional Board of Election revenues and expenditures - \$19,370
- Finance - To budget additional ad valorem taxes and expenditures for several Fire Districts - \$10,000

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

## **7. CLOSE PUBLIC HEARING REGARDING PROPOSED FY 2020-21 OPERATING BUDGET AND ADOPT BUDGET ORDINANCES**

Chairman Edds stated a few weeks ago the Board had conducted a public hearing for the proposed FY 2020-21 operating budget. Chairman Edds said the Board had left the public hearing open (through 5:00 p.m. on June 12, 2020) to allow for any additional written comments. Eight (8) citizens had submitted written comments, which were included in the agenda packet and for the record. Chairman Edds officially closed the public hearing.

Chairman Edds noted two (2) changes the Board had requested during the budget work session for the County Manager include in budget. The requests were to include \$1500 for Crime Stoppers and to include a \$50,000 placeholder for rural broadband wireless internet. With regards to the broadband, Chairman Edds said the County had learned its grant opportunity was delayed and the County would move forward to partner with a company to begin to develop rural internet.

Chairman Edds opened the floor to entertain a motion to add the two (2) requests for funding to the General Fund.

Commissioner Caskey moved to put \$1500 in the budget for Rowan County Crime Stoppers. The motion was seconded by Commissioner Greene and passed unanimously.

Chairman Edds moved to add \$50,000 and put the funds as a reserve to move forward in the process of a rural broadband project in Rowan County. Commissioner Klusman seconded and the motion carried unanimously.

### **Fund 101 – General Fund**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve Fund 101 passed unanimously.

Assistant County Manager/Finance Director asked if the Board wanted to increase the overall budget for the additions (Crime Stoppers and Broadband) or if the Board wanted the funds to come from Contingency, which had \$70,000. Chairman confirmed the funds would come from Contingency.

### **Fund 201 – Fire District Fund**

Chairman Edds said the Board had received a request from the Scotch Irish Volunteer Fire Department for a tax increase from 6 cents to 9 cents. Chairman Edds said he and Commissioner Greene had attended the Fire Department's public hearing and no one opposed the tax increase.

A request was also received from the South Salisbury Volunteer Fire Department for a tax increased from 6 cents to 9.75 cents.

Commissioner Caskey suggested capping the tax at 9 cents.

Commissioner Klusman moved to approve Fund 201 Fire District Fund with the increase to 9 cents for Scotch Irish Volunteer Fire Department and 9 cents for South Salisbury Volunteer Fire Department. The motion was seconded by Commissioner Greene.

Commissioner Pierce did not feel a tax increase would be prudent at this point

Commissioner Greene agreed the 9 cents might be high; however, he said Scotch Irish barely brought in \$75,000/year. Commissioner Greene said trying to run the Department with \$75,000/year was not doable. Commissioner Greene provided an example, saying the Department had a motor to break down on one of its newer trucks and the Department had to refinance the truck just to get it back on the road. Commissioner Greene said what little money the Department had in contingency was raised from holding meals and when the Department had to match a grant, it was difficult for them to raise funds. Commissioner Greene asked the Commissioners to support the tax increase for the safety and overall good of the Department.

Commissioner Pierce said he could not support an increase to 9 cents in these economic conditions.

Commissioner Klusman agreed with Commissioner Greene. Commissioner Klusman said she had talked with the Fire Chief and he had discussed the lack of a large tax base, departmental needs/issues and the inability to buy equipment to protect the citizens.

With regards to South Salisbury, Commissioner Caskey said the Department had asked the Board for an increase last year for some items they knew were coming. Commissioner Caskey said the Board had approved a small increase to help the Department out but it had lost some grants and also had to bring in staff during the day because it could not get volunteers. Commissioner Caskey said the Board did not want any fire departments above 9 cents.

Upon being put to a vote the motion on the floor to passed 4-1 with Commissioner Pierce dissenting.

#### **Fund 202 – Emergency Telephone System Fund**

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve Fund 202 passed unanimously.

#### **Fund 501 – Risk Management Fund**

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve Fund 501 carried unanimously.

#### **Fund 601 – Landfill Fund**

Commissioner Pierce moved approval of Fund 601, followed by a second from Commissioner Caskey. The motion passed unanimously.

#### **Fund 603 – Airport Fund**

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve Fund 603 carried unanimously.

#### **Fund 605 – Water Fund**

Commissioner Pierce moved to approve Fund 605. The motion was seconded by Commissioner Caskey and passed unanimously.

Chairman Edds said the Board had received eight (8) emails from citizens regarding budget topics. Chairman Edds said the emails were taken into consideration. Chairman Edds then read into the record the names of those who had submitted emails as follows:

1. Kia Whittlesey
2. Pam Bloom
3. Karen Puckett
4. Merry Overholser
5. Nan Lund
6. Diane Labovitz
7. Mary Miller James
8. Jennifer Hubbard

(Note: All written comments pertained to funding for the Board of Elections).



## **8. CLOSED SESSION**

Chairman Edds moved at 6:45 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on March 2, 2020 and June 1, 2020; and North Carolina General Statute 143-318.11(a)(5) regarding a potential lease at Mid-Carolina Regional Airport. The motion was seconded by Commissioner Pierce and passed unanimously.

The Board returned to Open Session at 7:22 p.m. No action was taken.

## **ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:24 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

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



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

## **Rowan County Board of Commissioners**

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

### **MINUTES OF THE SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS June 22, 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

Also participating were County Manager Aaron Church, Clerk to the Board Carolyn Barger and County Attorney Jay Dees and Assistant County Manager/Chief Information Officer Randy Cress. Absent was Assistant County Manager/Finance Director Leslie Heidrick.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

There were no deletions from the agenda.

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

Chairman Edds added the following items to the agenda:

- Ratify the Board's action on June 15, 2020 for Z 01-20 for Mark and Lorin Oden
- Authorize County Manager to sign letter of intent signifying Rowan County's intent to participate in the HOME Consortium
- Closed Session for attorney-client privileged communication to discuss leases at the West End Plaza

## **CONSIDER APPROVAL OF THE AGENDA**

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

### **1. PUBLIC HEARING FOR ZTA 01-20**

Chairman Edds prefaced the public hearing for ZTA 01-20 by describing how fast-moving economic development projects can be. Chairman Edds explained the need for speed at the beginning of projects and said those that could not keep up were eliminated. Chairman Edds said the project before the Board pertained to the old Fiber Industries plan located on Highway 70.

Chairman Edds said he wished to personally thank Planning Director Ed Muire and Assistant Planning Director Shane Stewart for the work they had done to keep the County in the running for the project. Chairman Edds also expressed appreciation to the Planning Board for the speed with which it had met and the all-around team effort that had been put forth thus far.

Ed Muire agreed with Chairman Edds and he, too, expressed appreciation for Mr. Stewart and the Planning Board's efforts for the project.

Mr. Muire presented the staff report for ZTA 01-20. Based on the report, County staff from the Planning Department and the Economic Development Commission (EDC) had been in contact with individuals interested in establishing a business to initially produce hand sanitizer that would transition to pharmaceutical production thereafter. Information received from the applicant and business owner describing the proposed operations indicate the use of plastic resin pellets and similar materials to create various forms of packaging and bottling for their finished product line. Staff viewed the activities as customary to many manufacturing sectors and maintain the primary use of the proposed business will be hand sanitizer and pharmaceutical manufacturing rather than specific plastics manufacturing.

According to the Standard Industrial Classification (SIC) code used to categorize business activity referenced in the table of use matrix of the Zoning Ordinance, staff had determined these operations would be grouped within manufacturing sectors SIC 283: Drugs and SIC 284: Soap, Detergents, and Cleaning Preparations; Perfumes, Cosmetics and other Toilet Preparations, which require a conditional use permit and compliance with eight (8) specific performance measures allowed only in Industrial (IND) district.

Salisbury Investments I LLC (Company) was requesting a text amendment to the Zoning Ordinance to incorporate SIC 283 and 284 as uses permitted by right in the IND zoning district. While the origin of the request was based on a specific site of interest by the applicant, staff proposed to include changes in the 85-ED 1-3 and the Commercial, Business, Industrial (CBI) districts, which would affect all properties zoned as such.

The Planning Board concurred with the staff recommendation. The Planning Board acted on June 11, 2020 and conducted a courtesy hearing. The Planning Board met and

followed up the next day to ratify its actions of June 11, 2020 (in accordance with state laws in effect during the COVID-19 Pandemic).

Mr. Muire said the Planning Board had submitted the following Statement of Consistency, which he read as follows: ZTA 01-20 is consistent with the adopted land use plans and is reasonable and in the public interest as the uses are appropriate for the districted identified in the zoning matrix and consistent with the ordinance [based on SIC groupings and breakdown identified in the staff report].

Chairman Edds noted staff went further to help the County and included the 85 district, in case some pharmaceutical businesses came up the I-85 corridor.

Chairman Edds expressed appreciation again for Planning Staff, Mr. Stewart and the Planning Board for working hard to prepare the information so quickly.

Chairman Edds opened the public hearing for anyone who had called in to speak regarding ZTA 01-20. With no one wishing to address the Board and no one having submitted written comments, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency as follows: ZTA 01-20 is consistent with the adopted land use plans and is reasonable and in the public interest as the uses are appropriate for the districted identified in the zoning matrix and consistent with the ordinance [based on SIC groupings and breakdown identified in the staff report]. The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved to approve ZTA 01-20 followed by a second from Commissioner Pierce.

At the recommendation of County Attorney Jay Dees, Chairman Edds amended the motion in accordance with state law (during the COVID-19 Pandemic) to give a 24-hour period for folks to make any further comments. Chairman Edds amended the motion to approve the text amendments subject to no further discussion or contact during the 24-hour period following the meeting. Commissioner Pierce seconded and the amended motion passed unanimously.

## **ADDITIONS**

### **1a. Z 01-20**

Chairman Edds said the Board had voted to approve Z 01-20 for Mark and Lorin Oden's request for RA zoning. The Board conducted the required public hearing at its June 15, 2020 meeting but due to North Carolina General Statute requirements during the COVID-10 Pandemic, a final decision could not be made until 24 hours after the hearing had been closed. No comments were received during said 24 hour waiting period.

Chairman Edds moved, Commissioner Pierce seconded and the vote to approve Z 01-20 passed carried unanimously.

### **1b. HOME CONSORTIUM**

Staff received notice earlier this week from the Consortium that Rowan County's 3-year agreement signifying its intent to continue participation in the HOME expires this year and have requested an update by June 22, 2020. This 3 year commitment acknowledges the County will be a member in the Consortium for the next three (3) years, from 2021-2024. Similar responses have been provided by the County, most recently March 21, 2017. Staff recommendation would be to authorize the Manager to sign the attached "Intent to Participate" letter.

Commissioner Pierce moved to authorize the County Manager to sign the letter of intent for the County's participation in the HOME Consortium. The motion was seconded by Commissioner Klusman and passed unanimously.

### **1c. CLOSED SESSION**

Chairman Edds moved at 6:17 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute § 143-318.11(a)(3) for attorney-client privileged communication to discuss leases at the West End Plaza (WEP).

The Board returned to Open Session at 6:30 p.m.

County Attorney Jay Dees stated the motion should pertain to the recent Executive Order by the Governor, which provided for relief for commercial tenants at WEP. Mr. Dees said it would be appropriate for the Board to consider a motion to defer up to 50% of the tenant's current rent payments monthly, from July 1 through December 31, 2020. Mr. Dees said for six (6) months in 2021 the tenants would have to pay that amount back without any penalties or interest. The County would defer up to 50%, July 1 through December 31. Beginning January 1, the tenant would make full payments plus some portion of the arrearage through the end of June of 2021 without penalty or interests.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the recommendation as outlined above by Mr. Dees passed unanimously.

### **2. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 6:36 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Elizabeth Garcia  
**DATE:** June 29, 2020  
**SUBJECT:** Level II Funding for Rowan County Youth Services Bureau

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The Juvenile Crime Prevention Council requests for the Board to allow for Department of Public Safety funds be received and disbursed by the County to Rowan County Youth Services Bureau.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Department of Public Safety Award Letter	6/29/2020	Cover Memo
Memorandum	6/29/2020	Cover Memo



# North Carolina Department of Public Safety

Adult Correction and Juvenile Justice-Juvenile Community Programs

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Timothy D. Moose, Chief Deputy Secretary  
William L. Lassiter, Deputy Secretary  
Cindy Porterfield, Director

June 5, 2020

Ms. Karen South Jones  
Executive Director  
1322 S. Fulton Street  
Salisbury, NC 28144

Dear Ms. South Jones:

We congratulate you on your selection to provide Rowan County Gang Intervention, serving Juvenile Justice involved youth and parents/guardians in the Piedmont Area. You are awarded **\$35,000 in Level II Funds for FY 2020-2021, with a start date of July 1, 2020**. The funding is contingent upon available funds and your agency addressing any items on the application identified by the review team. The Area Consultant will provide you with feedback on your application, including identifying any needed changes.

The assigned Area Consultant is your liaison with Community Programs for this project and will provide support and technical assistance as needed. The contact information for your Area Consultant is listed below:

P. Scott Stoker  
Office: (704) 603-6833  
Cell: (704) 956-3984  
Email: [p.scott.stoker@ncdps.gov](mailto:p.scott.stoker@ncdps.gov)

Please edit your Level II Program Agreement in NCALLIES to align with the amount of your award and include edits required as identified by the review team. All edits must be completed with a program agreement submission and any required documentation uploaded in NCALLIES. The Area Consultant will deploy the electronic signature process as soon as the requested changes are reviewed, in order to initiate the first disbursement.

**MAILING ADDRESS:**  
4212 Mail Service Center  
Raleigh, NC 27699-4212  
[www.ncdps.gov](http://www.ncdps.gov)



*An Equal Opportunity Employer*

**OFFICE LOCATION:**  
3010 Hammond Business Place  
Raleigh, NC 27603  
Telephone: (919) 733-3388

As a partner in our efforts to serve a targeted population, we wish to ensure that the focus of your work is on the following targeted population:

- Juvenile court referred youth, between the ages of 10 and 17, or older youth remaining under juvenile court jurisdiction, who have received a Level II Disposition, and their parents/guardians; or
- Juvenile court referred youth that are high risk Level I adjudicated juveniles, with a Medium Risk or a Medium/High Needs Score that require a Level II Disposition, and their parents/guardians may be referred and accepted as low priority referrals.

Outcomes for this targeted population are stringently tracked, published annually, and reported to the legislature. Please know that we wish to offer continued assistance to you in our efforts to support the work that you are doing.

Again, congratulations on your award of Level II funds to provide a needed service as a dispositional alternative for our state's most at-risk juveniles. We commend your efforts to engage in this partnership with us to provide effective services to these youth and their families. We look forward to the shared effort to improve the quality of the lives of those youth and families that we serve.

Sincerely,

A handwritten signature in cursive script, reading "Cindy Porterfield".

Cindy Porterfield  
Director, Juvenile Community Programs  
Division of Adult Correction and Juvenile Justice

cc: JCPC Chair, County Finance Officer, Chief Court Counselor, Area Consultant, Area Administrator, Lead Consultant





## **Rowan County Juvenile Crime Prevention Council**

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

**Phone: (704) 216-8180 Fax: (704) 216-8195**

**To:** Rowan County Board of Commissioners  
**From:** Elizabeth Garcia, Administrator, JCPC  
**Date:** June 16, 2020

The Department of Public Safety has awarded Level II Funds to Rowan County Youth Services Bureau (RCYSB) -Rowan Gang Intervention in the amount of \$35,000. The Juvenile Crime Prevention Council respectfully requests for the Board to allow for those funds to be received and disbursed appropriately by the County to RCYSB.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Scott Shelton, Vice President, Economic Development Commission  
**DATE:** June 30, 2020  
**SUBJECT:** Request for Public Hearing for 'Project Sun'

---

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for August 3, 2020 to consider an incentive request from 'Project Sun.'

The Company is an existing employer in Rowan County that would create 56 jobs over the next three years and invest approximately \$45 million in new construction and equipment.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request for Public Hearing	6/30/2020	Cover Memo



*Be an original.*

Date: June 30, 2020  
To: Greg Edds, Chairman  
Cc: Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
From: Scott Shelton, Vice President  
Re: *Request for public hearing to consider incentives for 'Project Sun'*

---

Dear Chairman Edds,

With cautious optimism, I respectfully request that the Board of Commissioners schedule a public hearing for August 3, 2020 to consider an incentive request from 'Project Sun.' The Company is an existing employer in Rowan County that would create 56 jobs over the next three years. While these numbers are preliminary, the Company estimates that it will invest approximately \$45 million in new construction and equipment.

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

Yours truly,

A handwritten signature in blue ink that reads "Scott Shelton". The signature is written in a cursive, flowing style.

Scott Shelton  
Vice President

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart, Assistant Planning Director  
**DATE:** July 1, 2020  
**SUBJECT:** Ratify ZTA 01-20

---

A second vote is required to ratify ZTA 01-20.

Approve ZTA 01-20

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Memo	7/1/2020	Cover Memo
Application	7/1/2020	Cover Memo



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

## MEMORANDUM

TO: Rowan County Board of Commissioners  
FROM: Shane Stewart, Assistant Planning Director  
DATE: July 1, 2020  
RE: **ZTA 01-20**

### **SUGGESTED BOARD OF COMMISSIONERS ACTION**

- ☐ Receive staff report   ☐ Conduct public hearing   ☐ Close hearing & discuss  
☐ Motion to adopt statement of consistency   ☐ Motion to Approve / Deny /  
Table **ZTA 01-20**

### **BACKGROUND**

County staff from the Planning Department and the Economic Development Commission has been in contact individuals interested in establishing a business to initially produce hand sanitizer that will transition to pharmaceutical production thereafter. Information received from the applicant and business owner describing the proposed operations indicate the use of plastic resin pellets and similar materials to create various forms of packaging and bottling for their finished product line. Staff views these activities as customary to many manufacturing sectors and maintain the primary use of the proposed business will be hand sanitizer and pharmaceutical manufacturing rather than specific plastics manufacturing.

According to the Standard Industrial Classification (SIC) code used to categorize business activity referenced in the table of use matrix of the Zoning Ordinance, staff have determined these operations would be grouped within manufacturing sectors SIC 283: *Drugs* and SIC 284: *Soap, Detergents, and Cleaning Preparations; Perfumes, Cosmetics, and other Toilet Preparations*, which require a conditional use permit and compliance with eight (8) specific performance measures allowed only in Industrial (IND) district.

In 2004, Planning Staff was directed to identify groups of manufacturing uses which often exhibit significant impacts on surrounding properties inherent to their operation and to establish appropriate standards for consideration. The resulting process identified the requirement of IND zoning, compliance with a pre-determined set of specific

performance measures, and the need to obtain a conditional use permit prior to their operation. The identified group were loosely referred to as “heavy impact uses” consisting of manufacturing and wholesale trade sector uses such as Paper Mills (SIC 262); Chemical and Allied Products (SIC 28) [discussed further below]; Petroleum Refining (SIC 29) [e.g. hot mix asphalt plant]; Hydraulic Cement (SIC 324) [e.g. ready-mixed concrete plant]; and Primary Metals (SIC 33) [e.g. metal smelting] – refer to [https://www.osha.gov/pls/imis/sic\\_manual.html](https://www.osha.gov/pls/imis/sic_manual.html) for more specifics and examples of different uses in these groups

The chemical and allied product sector (SIC 28) contains eight (8) subgroups most of which should remain grouped with the above heavy impact uses (e.g. industrial inorganic chemicals (SIC 281); paints, varnishes, lacquers, etc. (SIC 285); industrial organic chemicals (SIC 286); agricultural chemicals (SIC 287)). However, this sector includes SIC 283 and 284 uses listed above, which should be considered separate from the major group 28 and the overall heavy impact group.

#### REQUEST

Salisbury Investments I LLC, is requesting a text amendment to the Zoning Ordinance to incorporate SIC 283 and 284 as uses permitted by right in the IND zoning district. While the origin of this request is based on a specific site of interest by the applicant, staff proposes to include changes in the 85-ED 1-3 and the Commercial, Business, Industrial (CBI) districts, which will affect all properties zoned as such.

#### PROPOSED CHANGES

Existing text proposed for deletion appear **highlighted with strikethroughs** while new text appear as **bold red text**.

### Sec. 21-34. Economic development districts established for I-85.

(c) The district are labeled as 85-ED 1 through 4. "85" represents the relationship to I-85. "ED" represents the economic development designation for the sites.

(1) *85-ED-1*. The purpose of the 85-ED-1 district is to encourage the location of "high capital investment/high wage/low employment/clean" industries. Certain industries shall be allowed as permitted uses standards provided to protect adjacent neighborhoods. Other heavy industries may be allowed as conditional uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

a. In the 85-ED-1 district the following uses are permitted by right with a minimum lot size of five (5) acres:

*Manufacturing group:*

**Drugs (SIC 283)**

**Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)**

- b. The following are allowed with the issuance of a conditional use permit:

*Manufacturing group:*

~~Drugs (SIC 283)-~~

- (2) 85-ED-2. In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

- a. Certain industries shall be allowed as permitted uses with standards provided to protect adjacent neighborhoods. Other heavy industries and distribution and wholesale operations may be allowed as conditional uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

*Manufacturing group:*

**Drugs (SIC 283)**

**Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)**

- b. The following are allowed with the issuance of a conditional use permit:

~~Drugs (SIC 283)-~~

- (3) 85-ED-3 *Corporate Park District*. Some areas with good interstate visibility, good access and good surrounding environment may be suitable for high-end corporate headquarters. This may or may not include manufacturing. The purpose of the district is to provide for a high-quality mixture of employment uses of varying types in a single coordinated development. Minimum development size is twenty (20) acres and will require approval of a PUD.

- a. Allowed primary uses are:

*Manufacturing group:*

**Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)**

## **Sec. 21-60**

- (2) *Manufacturing trade group.*

a. *Pulp mills (SIC 261); paper mills (SIC 262); chemicals and allied products (SIC 28) except Drugs (SIC 283) and Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284); petroleum refining and related products (SIC 29); leather and finishing (SIC 3111); hydraulic cement (SIC 324); structural clay products (SIC 325); concrete, gypsum and plaster products (SIC 327); abrasives, asbestos, non-metallic mineral products (SIC 329); primary metal industries (SIC 33); ammunition except for small arms (SIC 3483), ordinance*

*and accessories (SIC 3489); power, distribution and specialty transformers (SIC 3612); and wholesale trade group: chemical and allied products (SIC 516) and petroleum and petroleum related products (SIC 517).*

1. *Minimum lot size.*
  - i. Five (5) acres for manufacturing group uses regulated under this subsection.
  - ii. Ten (10) acres for wholesale trade group uses regulated under this subsection.
2. *Location of structures, storage of materials.* The location of principal structures and storage of flammable or hazardous materials shall be two (2) times the required buffer area in article IX. However, parking, storage of nonflammable and nonhazardous materials, etc. may be placed up to the required additional buffer.
3. *Site location.* Site shall have primary access to arterial or major collector street. This requirement is not applicable to expansions of facilities regulated under this subsection, which are contiguous to facilities existing prior to August 16, 2004.
4. *Security restrictions.* Access shall be controlled through the use of gates, fences, etc. to prevent entrance to the operational area by unauthorized persons. Fencing standards shall be as specified in section 21-215(2)(b)2.
5. *Dust, odor, glare.* Dust, odor, and glare shall not be noticeable at adjacent residential property lines.
6. *Removal and reclamation.* Applications for new facilities classified in SIC 28 **except Drugs (SIC 283) and Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)**, 29, 3612, 516 & 517 & temporary use permits for facilities classified as SIC 2951 & 3241 seeking approval pursuant to section 21-281(2) of this chapter may be required to provide written documentation substantiating that the applicant or operator has and will maintain a surety bond payable to Rowan County sufficient to disassemble and remove any outdoor equipment, stockpiles, etc. or reclaim any excavated areas once the facility ceases production for a period of three hundred sixty (360) days. The bond amount shall be based on an estimate provided by a registered professional engineer or architect having professional credentials, recognized expertise or specialization in construction and removal of similar facilities. Renewable bonds are expected to provide updated estimates and reflect increases due to labor costs, demolition practices, addition of equipment, etc. The requirements of this item are not applicable to expansions of facilities regulated under this subsection, which are contiguous to the facilities that existed prior to August 16, 2004.
7. *Screening.* Screening standards for new facilities and expansions to existing facilities regulated under this subsection shall be as follows:
  - i. *New facilities.* When a new facility shares a common property line(s) with a more restrictive zoning district, Type B screening requirements established in section 21-215(2)(b)1.--3. of this chapter are applicable to the portion of the



facility's operational area bordering that property line(s). New facilities sharing a common property line with an identical zoning district are subject to the screening requirements based on the land use relationships established in section 21-216. However, Type B screening may be necessary in some instances to provide visual separation from the side and rear property lines when characteristics of the site such as topography, vegetation, line of sight with adjacent developed properties, etc. prevent effective screening when employing the standards of section 21-216. Type A screening requirements established in section 21-215(1)(b)1.--4. are applicable to the front yard of the operational area of the facility. Notwithstanding the screening requirements of this section, the preservation of existing vegetation as outlined in section 21-218 shall be depicted of the site plan as appropriate. Applicability of screening and buffering standards of this section are not preempted when adjacent tracts are in common ownership or a tract is subdivided in an attempt to circumvent these requirements.

- ii. *Expansions to existing facilities.* Contiguous expansions of facilities regulated under this subsection, which existed prior to August 16, 2004, are subject to the land use relationships established in section 21-216.
- 8. *Separation.* The facility shall be no closer than one-half (1/2) mile from a church, licensed daycare, public or private school, health care facility, public park or existing inhabited dwelling. The distance shall be measured from any portion of the property dedicated or utilized for the function of the church, licensed daycare, public or private school, health care facility, public park or existing inhabited dwelling including but not limited to buildings, recreation and parking areas, etc. and the nearest point of the operational area of the proposed facility. The standards of this item are not applicable to expansions of facilities regulated under this subsection, which are contiguous to the facilities that existed prior to August 16, 2004.

#### Sec. 21-113. Table of uses.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Manufacturing										
SIC										
28	Chemicals and allied products, <i>all except</i>									C
283	Drugs						P			P
284	Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations						P			P

#### Sec. 21-216. Screening and buffering.

(d) *Group 3:*

- (14) **Drugs (283)**
- (15) **Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (284)**
- (14 16) Rubber and miscellaneous products (30).
- (15 17) Leather and leather products (31) except leather tanning and finishing.
- (16 18) Stone, clay, glass and concrete products (32) except hydraulic cement, structural clay products, concrete, gypsum and plaster products.
- (17 19) Abrasives, asbestos, nonmetallic mineral products, fabricated metal products (34) except ammunition, except for small arms; ordnance and accessories.
- (18 20) Industrial and computer machinery and equipment (35).
- (19 21) Electronic and other electrical equipment (36).
- (20 22) Transportation equipment (37).
- (21 23) Measuring, analyzing and controlling instruments (38).
- (22 24) Miscellaneous manufacturing (39).
- (23 25) Transportation and utilities (Division F), all except sanitary services, sewerage systems, refuse systems, dumps, sanitary land fills, rubbish collection and disposal, and solar energy systems.
- (24 26) Wholesale trade (50 and 51) all except motor vehicle parts, used; brick, stone, and related construction materials, metal and minerals, except petroleum, scrap and waste materials, livestock (wholesale); chemical and allied products, petroleum and petroleum products.
- (25 27) All retail trade (Division G).
- (26 28) All finance, insurance, and real estate (Division H).
- (27 29) All services (Division I), except shooting ranges, skeet shooting facilities, trap shooting facilities, and institutional uses listed in Group 2.

(e) *Group 4 (most intensive):*

- (6) Chemicals and allied products (28) **all except Drugs (283) and Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (284).**

## PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. See below recommended statement from the Planning Board.

**PUBLIC NOTICE**

**June 9<sup>th</sup> AM & June 11<sup>th</sup> PM** – Notice provided for a Special Meeting of the Planning Board in the PM on the 11<sup>th</sup> and continuation on the 12<sup>th</sup> 24 hours after initial consideration on Planning and Development webpage, Planning Department and County Administration bulletin boards, and emailed to *Salisbury Post*.

**June 11<sup>th</sup> and 18<sup>th</sup>** – Published noticed in the *Salisbury Post*.

**June 17<sup>th</sup>** – Request posted on county agenda website.

**JUNE 11 & 12, 2020  
PLANNING BOARD  
MEETINGS**

The Planning Board conducted a courtesy hearing on June 11<sup>th</sup> to receive public comments regarding the request. After hearing from no one, the board voted 7-0 to recommend approval as presented by staff based on the following statement of consistency:

**“ZTA 01-20 is consistent with the adopted land use plans and is reasonable and in the public interest as the uses are appropriate for the districts identified in the zoning matrix and consistent with the ordinance [based on SIC groupings and breakdown identified in the staff report].”**

On June 12<sup>th</sup>, the Planning Board ratified the request with a 5-0 decision after receiving no public comments after the courtesy hearing.

**STAFF COMMENTS**

The proposed changes provide business opportunities with administrative approval in the Drugs and Soaps, Detergents, etc. sectors while retaining the heavy impact standards for all others.



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 # ZTA 01-20  
Date Filed 6/8/20  
Received By SAS  
Amount Paid \$300.00 credit card  
Office Use Only

## ZONING TEXT AMENDMENT APPLICATION

### APPLICANT INFORMATION

Name: Salisbury Investments I, LLC  
Signature: [Signature]  
Phone: 704 717 5528 Email: houston@Forsytheinc.com  
Address: 5320 Old Preville Road  
Charlotte NC 28210

### AGENT INFORMATION:

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

SECTION(S) \_\_\_\_\_

### DESCRIPTION OF REQUESTED CHANGE:

Ability to manufacture hand sanitizer and  
containers to house and ship it.

### OFFICIAL USE ONLY

1. Signature of Coordinator: [Signature] 2. Planning Board Courtesy  
Hearing: 06/11/20 3. Planning Board Action: Approved 7 Denied 0 4. Board of  
Commissioners Public Hearing: 06/22/20 5. Dates Advertised: 1<sup>st</sup> 06/11/20 2<sup>nd</sup> 06/18/20  
6. BOC Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 7. Date Applicant Notified: \_\_\_\_/\_\_\_\_/\_\_\_\_

ratified  
6/12/20  
5-0

**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:** July 2, 2020  
**SUBJECT:** Letter of Support for Town of Spencer, NC Grant

---

**REQUEST**

The Town of Spencer, NC has indicated its interest to submit an application for the *Small Cities Grant* offered by the NC Department of Commerce. If awarded this project would be utilized for rehabilitation of single family homes exclusively in the Town and will be managed by the Salisbury Community Development Corporation (CDC).

Given its long standing partnership with the CDC, the Town has requested a letter of support to accompany its application. The attached letter of support does not in any way obligate the County to provide administrative oversight or financial contributions.

**RECOMMENDATION**

- Authorize the Chair to sign the attached Letter of Support.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Letter of Support	7/2/2020	Backup Material

July 13, 2020

Mr. David Treme, Town Manager  
Town of Spencer, NC  
600 S. Salisbury Ave  
P.O. Box 45  
Spencer, NC 28159

RE: Rowan County Support for Town of Spencer's Small Cities Grant Application

Mr. Treme:

Rowan County supports the Town of Spencer's application for the NC Department of Commerce's Small Cities Grant to serve housing rehabilitation needs in the Town. As you know, housing rehabilitation promotes many objectives that benefit not only the homeowner, but also the Town and Rowan County.

Best of luck to the Town attaining this grant opportunity to support its citizenry.

Respectfully,

Gregory C. Edds, Chairman  
Rowan County Commission

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** July 6, 2020  
**SUBJECT:** COVID-19 Relief Fund Contract

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
COVID-19 Project	7/6/2020	Cover Memo
COVID-19 Relief Fund Agreement	7/8/2020	Cover Memo

# Rowan County, COVID-19 Project

## GMP & Hourly Estimating



The Bogle Firm Architecture - 704.638.2015 - pete@boglefirm.com

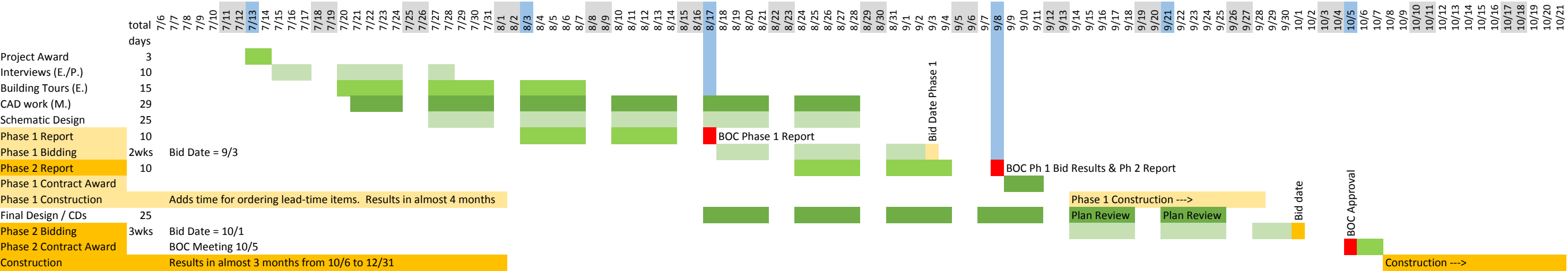
July 6, 2020

This worksheet establishes an overall Guaranteed Maximum Price (GMP) for this project and an estimated breakout of how these hours may be spent. The intent is to establish a maximum overall, and still remain as flexible within each category as needed as the project develops. The GMP applies only to the total price, not to each category.

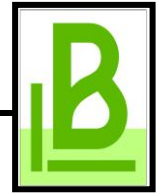
Work	Hours	Rates	Line Total
Directors & Courthouse Interviews			
average 2 hours per interview	56	80	\$4,480
Principal at interviews	56	100	\$5,600
Municipality Interviews			
average 3 hours per interview	30	80	\$2,400
Principal at interviews	30	100	\$3,000
Facility Analysis & Tours			
average 1 hour per site	83	80	\$6,640
General / Schematic Design			
average 2 hours per site	166	80	\$13,280
Principal oversight	8	100	\$800
Presentation / Report Prep	40	80	\$3,200
Presentation w/ Owner (architect)	2	80	\$160
Presentation w/ Owner(principal)	2	100	\$200
Building Documentation & CAD			
Draftsperson (4 hours per site)	332	40	\$13,280
Principal oversight	8	100	\$800
Final Design / Construction Docs			
Architect (3 hours per site)	249	80	\$19,920
Principal oversight	16	100	\$1,600
Submittals to City/County	10	80	\$800
Bidding	8	80	\$640
Principal oversight	2	100	\$200
Construction Admin	90	80	\$7,200
Principal Constr Admin	45	100	\$4,500
Admin work (tracking hours, etc.)	80	40	\$3,200
Contingency (5%)	66	80	\$5,280
	1379		\$97,180

Note: Design solutions included in this contract are limited by the budgets produced by Rowan County, the regulated timeline (funds must be spent before December 31, 2020), and do not include any consulting engineering for structural, electrical, plumbing, mechanical, civil or other work beyond architectural services. If requested, scopes of work requiring consulting engineering can either be added to this contract or can be submitted as independent contracts, at the request of the County.





# STANDARD TERMS AND CONDITIONS



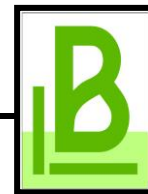
## ADDITIONS & RENOVATIONS

February 2019

These Standard Terms and Conditions are customarily incorporated by reference into each Bogle Firm Architecture, PLLC ("BFA, PLLC") proposal letter to BFA, PLLC clients ("Client") for the performance of architectural, planning, or other professional services ("BFA, PLLC Services"). These Standard Terms and Conditions are fully binding upon BFA PLLC's Clients accepting BFA, PLLC letter proposals just as if they were fully set forth in such letter proposals. However, in the case that terms and conditions set forth in the letter proposal contradict terms set forth here, the letter proposal shall supersede.

1. **PERIOD OF OFFER:** BFA, PLLC's proposal to provide professional services must be accepted within sixty (60) days of the date of the proposal. The proposal may only be extended by mutual written agreement of both BFA, PLLC and the Client. BFA, PLLC shall have the option of canceling a BFA, PLLC proposal at any time prior to the original or extended expiration date of the proposal. In the event a Client accepts a BFA, PLLC proposal by executing the original and one copy of it and delivering the signed original to BFA, PLLC, the signed BFA, PLLC proposal and attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties ("Agreement").
2. **SCOPE OF SERVICES:** BFA, PLLC shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by BFA, PLLC pursuant to the Agreement. Client shall also inform BFA, PLLC of any special criteria or requirements related to BFA, PLLC's Services and shall furnish BFA, PLLC with all existing information, including reports, plans, drawings, surveys, deeds and other documents related to BFA, PLLC's Services. BFA, PLLC shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or material furnished by the Client.
3. **CLIENT'S AUTHORIZED REPRESENTATIVE:** Client shall designate a single representative authorized to make decisions on the Client's behalf. The Client's designee shall be identified to BFA, PLLC within seven (7) days of the date of the Agreement.
4. **PROPRIETARY RIGHTS:** Client acknowledges that BFA, PLLC has a proprietary right in all work produced for Client, and that documents representing such work, including drawings, specifications, and reports, shall not be furnished to third persons unless written authorization is first obtained from BFA, PLLC.
5. **FEES AND COMPENSATION:** In the event the Client requests BFA, PLLC to perform services not specifically described in BFA, PLLC's letter proposal, Client agrees to compensate BFA, PLLC for such services in accordance with BFA, PLLC's attached Office Standard Rate Sheet. Client acknowledges BFA, PLLC's hourly billing rates are reviewed annually and subject to increase.
6. **PERIOD OF SERVICE:** The provisions of the Agreement and the various rates of compensation provided for have been agreed to in anticipation of the orderly and continuous progress of the project. BFA, PLLC's obligation to render services at the rates specified herein will extend only for that period which may reasonably be required to complete the work in an orderly and continuous manner.
7. **CONSTRUCTION COSTS:** Construction costs are defined as the total actual cost or fair market cost to the Client of all elements of the project designed or specified by BFA, PLLC excluding BFA, PLLC fees. Fair market cost will be determined by BFA, PLLC quantity surveys and take off estimates in the absence of total actual cost.
8. **REIMBURSABLE EXPENSES:** The Client shall pay BFA, PLLC for all expenses necessarily or reasonably incurred by BFA, PLLC in connection with the performance of professional services for the Client. Such expenses include, but are not limited to, the following: transportation expenses; meals and lodging in connection with travel; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by BFA, PLLC on behalf of the Client to appropriate regulatory agencies; additional insurance coverage requested by the Client; overtime required by the Client; delivery, shipping and courier expenses; drawings and document reproduction or copying expenses (other than that used internally by BFA, PLLC); renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of the Client; and other out-of-pocket expenses incidental to performance of BFA, PLLC's Services.
9. **PAYMENT TERMS:** BFA, PLLC shall submit monthly invoices to the Client for BFA, PLLC Services and for reimbursable expenses incurred. Invoices are payable upon receipt. BFA, PLLC reserves the right to make a finance charge of twelve percent (12%) per annum on any unpaid balance if not paid within forty-five (45) days. The statements will be based either upon BFA, PLLC's estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee contracts, or in the case of an hourly contract, upon actual services complete. If BFA, PLLC does not receive notification in written form, within twenty (20) days of the date of the disputed invoice, the invoice will be deemed to be correct. In the event any invoices are not paid within forty-five (45) days of the invoice date, BFA, PLLC shall have the right to suspend the performance of further BFA, PLLC Services until overdue invoices are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by the Client. Additionally, BFA, PLLC reserves the right to refuse to provide to Client, or on Client's behalf, any drawings or documents prepared by BFA, PLLC for Client under this or any other agreement with Client until all delinquent invoices are paid in full.

# STANDARD TERMS AND CONDITIONS

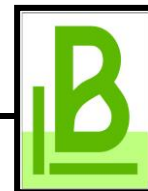


## ADDITIONS & RENOVATIONS

February 2019

10. **COORDINATION BETWEEN CLIENT AND BFA, PLLC:** Both parties agree to give prompt notice to the other of any development or occurrence that affects the scope or timing of services, or any defect in the final work submitted by BFA, PLLC or error or omissions of other related contractors as they are detected. BFA, PLLC shall not be responsible for delays or additional costs created by Client's failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the work.
11. **QUANTITY TAKE-OFF(S):** If provided for herein, BFA, PLLC will establish preliminary take-off estimates after basic design and preliminary project parameters have been established. Such take-off estimates are only approximations. Upon approval of final design, BFA, PLLC will provide, if included in scope, any detailed quantity take-offs and project estimates at Client's expense. BFA, PLLC has no control over the cost of labor, material, equipment, or services furnished by others, or over competitive bidding or market conditions. Construction cost estimates are therefore not guaranteed and provided only as a guide to project costs.
12. **PLAN PROCESSING:** BFA, PLLC provides routine submission of the plans and related documents to public agencies for approval. However, it may be necessary, in order to serve the best interests and needs of the Client, for BFA, PLLC to perform special processing such as meetings and conferences with different agencies, hand carrying the plans from county agency to county agency, and other specialized services. These special services are not included in the base contract and shall be performed on an hourly basis in accordance with the attached Office Standard Rate Sheet.
13. **MEETINGS AND CONFERENCES:** BFA, PLLC will attend all meetings and conferences required by the Client, or their representatives. Furthermore, BFA, PLLC will meet with public agencies that might be involved in the development of the project on an as-needed basis. Since the scope and nature of these meetings and conferences cannot be forecast, we will perform the work on an hourly basis in accordance with the attached Office Standard Rate Sheet.
14. **EXTRAORDINARY INSURANCE:** BFA, PLLC maintains appropriate insurance to cover all reasonable contingencies and liabilities. Should Client ask for additional or special insurance coverage, the cost of such coverage will be billed to client by BFA, PLLC independently. Client hereby agrees to pay such costs and understands these costs to be associated with the quoted fees of this proposal.
15. **TERMINATION:** In the event of termination by Client, Client is responsible for immediate payment for all services rendered, reimbursable expenses and other expenses incurred in the name of the Client through the point of written notice of termination.
16. **ASSIGNMENT:** Neither BFA, PLLC nor the Client shall assign, lease, or transfer any rights or interests arising pursuant to this Agreement without the written consent of the other. The foregoing notwithstanding, BFA, PLLC may employ independent consultants, associates, and subcontractors as it may deem necessary in order to perform BFA, PLLC Services which are the subject of this proposal.
17. **MEDIATION/ARBITRATION:** Client agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed by the parties: American Arbitration Association, American Intermediation Service, Americord, or Dispute Resolution, Inc. The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculation the time for filing arbitration. If mediation fails to resolve the claim or dispute, except as otherwise provided below, any controversy or claim arising out of or relating to this proposal, or the breach thereof, may by mutual consent be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. No arbitration, arising out of or relating to this proposal, shall include, by consolidation, joinder or in any other manner, any additional person not a direct party to this proposal except by written consent of both parties to this proposal. The award rendered by the arbitrators will be final and not subject to appeal. Any demand for arbitration must be made within one year after the claim dispute or other matter in question has arisen, and in no case may be made after institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. However, BFA, PLLC, at its election, may proceed to collect moneys owed by Client under this Agreement by an action at law, rather than by arbitration.
18. **APPLICABLE LAW:** This Agreement shall be governed in accordance with the laws of the State of North Carolina.
19. **SEVERABILITY:** Both BFA, PLLC and the Client understand and agree that if any part, term, or provision of this Agreement is held by a court of law to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms and provisions of this Agreement shall not be affected, and the rights of BFA, PLLC and the Client shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **LIMITATIONS ON LIABILITY:** Except as provided in paragraphs 10 & 21, both BFA, PLLC and the Client agree that neither shall be liable to the other for delays consequential, special or incidental damages. Both BFA, PLLC and the Client further agree that neither shall be liable to the other for future lost profits. In recognition of the relative risks and benefits of the project to both the Client and

# STANDARD TERMS AND CONDITIONS



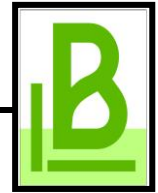
## ADDITIONS & RENOVATIONS

February 2019

the Consultants, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of the Consultants to the Client shall not exceed the Consultants' total fee for services rendered on this project.

- 21. COLLECTION COSTS AND ATTORNEY FEES:** Client shall be responsible for and shall pay all costs of collection and reasonable attorney fees incurred by BFA, PLLC in the collection of moneys owed to BFA, PLLC by Client under this Agreement. The cost of collection and attorney fees may be awarded against client and in favor of BFA, PLLC by an arbitrator in arbitration proceeding and by a court in an action at law.
- 22. ALTERATION DISCLAIMER and HIDDEN CONDITION DISCLAIMER:** The client waives all claims for, and agrees to defend, indemnify and hold BFA, PLLC and its consultants, agents, representatives, and employees harmless from and against any and all claims, losses, costs, expenses and causes of action, including attorney's fees, court costs and all other reasonable costs of defense, in any way arising out of the following matters:
- a. Claims which are the results, in whole or in part, of deficiencies in the conditions of the building existing prior to this agreement.
  - b. Claims arising out of damage sustained by any portion of the building not redesigned, altered, or constructed pursuant to this agreement.
  - c. Inasmuch as remodeling and/or rehabilitation of an existing building requires that certain assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, the Client agrees that, except for negligence on the part of BFA, PLLC or its consultants, the Client will hold harmless and indemnify BFA, PLLC or its consultants, for and against all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.
- 23. INDEMNIFICATION:** The Client shall indemnify BFA, PLLC against injury to or death of an employee or agent of BFA, PLLC (including consultants retained by BFA, PLLC for the purpose of fulfilling the terms of this agreement) while on the Client's property, or arising out of any act or omission by the Client, or its employees or agents, for which the Client would have been liable if sued directly by such employee or agent or his personal representative.
- 24. INTEGRATION CLAUSE:** This Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either BFA, PLLC, the Client, or their respective agents, that is not contained in this written Agreement shall enlarge, modify, alter, or otherwise vary the written terms of this Agreement unless they are made in writing.

# OFFICE STANDARD RATE SHEET



## ADDITIONAL ARCHITECTURAL SERVICES

April 2020

**For additional architectural services above basic fees for projects, change orders, expert witnessing, special circumstance problem solving or projects without a clearly-defined scope, we provide services at the following hourly rates:**

### **Principal      \$120 per hour**

The Partner in responsible charge of each project. The Principal has controlling authority to obligate the Firm in all contractual areas of design, production and finance.

### **Project Architect      \$110 per hour**

The Architect responsible for overall project management. Oversees all design, construction consultations, site evaluations and preliminary studies, the preparation of plans, specifications and contract documents, administration of construction contracts and related services.

### **Intern Architect      \$70 per hour**

Graduate of an accredited School of Design working in the Intern Development Program towards partial satisfaction of the architectural licensing and certification requirements.

### **Technical Draftsperson      \$50 per hour**

Design and production personnel qualified in the preparation of plans, specifications and construction documents.

### **Administration      \$50 per hour**

All clerical, accounting and office management personnel.

### **Professional Consultants      Cost plus 20%**

Additional structural, mechanical and electrical engineering or other specialized consultant services.

## **Travel Time**

Travel time is billed at 1/2 the hourly rate if more than 3 hours total travel time is required for any trip.

## **Reimbursables**

<b>Expenses of reproduction</b> for publishing final drawings and specifications, contracted out:	<b>Cost plus 20%</b>
<b>Expenses of reproduction</b> for final drawings or requested addition drawings, in house:	<b>\$1.25 per sheet</b>
<b>Expenses of postage and handling</b> of drawings, specifications, and other documents	<b>Cost plus 20%</b>
<b>Expenses of renderings, models, and mock-ups</b>	<b>Cost plus 20%</b>
<b>Expense of any additional insurance coverage</b> or limits including professional liability insurance requested by the owner in excess of that normally carried.	<b>At Cost</b>
<b>Living expenses in connection with out-of-town travel.</b>	<b>At Cost</b>
<b>Fees paid for securing approval</b> of authorities having jurisdiction over the Project.	<b>At Cost</b>
<b>Transportation</b> in connection with Project	<b>Current IRS Standard Mileage Rate</b>

# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## **Standard Abbreviated Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Fourteenth (14) day of July  
in the year Two Thousand Twenty (2020)  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as 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 Architect:  
(Name, legal status, address and other information)

Bogle Firm Architecture, PLLC  
110 N Main Street, Suite 200  
Salisbury, NC 28144

for the following Project:  
(Name, location and detailed description)

COVID-19 Relief Fund Projects  
Multiple County and Municipal Facilities

This project involves assessments of multiple facilities owned by Rowan County and each municipality within Rowan County, in relation to the COVID-19 Relief Funds that will be managed through Rowan County.

BFA will conduct interviews and site assessments at each facility and will produce a report and design solutions based on the COVID-19 Guidelines for Businesses as published on the North Carolina Department of Health and Human Services website.

Design solutions included in this contract are limited by the budgets produced by Rowan County, the regulated timeline (funds must be spent before December 31, 2020), and do not include any consulting engineering for structural, electrical, plumbing, mechanical, civil or other work beyond architectural services. If requested, scopes of work requiring consulting engineering can either be added to this contract or can be submitted as independent contracts, at the request of the County.

The Owner and Architect agree as follows.

Init.

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WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 07/03/2020 16:42:52 under the terms of AIA Documents on Demand<sup>®</sup> Order No. 2010545511, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Rowan County has provided a list of facilities to assess and personnel to be interviewed. No consulting services for engineering are included in this proposal. Services are being provided on an Hourly, not-to-exceed basis with a Guaranteed Maximum fee per the attached worksheet.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 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.

§ 1.3.1 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.



## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability
  - \$1,000,000 per claim
  - \$2,000,000 aggregate
- .2 Automobile Liability
  - \$1,000,000 per claim
  - \$2,000,000 aggregate
- .3 Workers' Compensation
  - \$100,000 per claim
  - \$500,000 policy limit
- .4 Professional Liability
  - \$1,000,000 per claim
  - \$1,000,000 aggregate

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.



§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Construction Documents Phase Services**

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### **§ 3.4 Construction Phase Services**

#### **§ 3.4.1 General**

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall 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, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.4.2 Evaluations of the Work**

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

Architect shall 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.

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

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's 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 that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

To the date of this contract, no supplementary services have been requested.

Additional services not described in this document may be added at the Owner's request either on an hourly basis (per attached Office Standard Rate Sheet) or by a separately negotiated agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services ONE EACH ( 1 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twenty four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.



§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

Init.

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dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** 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 in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** 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).

**§ 8.3.4.2** Either party, at its sole discretion, 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 any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Architect shall be compensated for the percentage of the work completed, including architectural and engineering design, bidding, and construction administration work.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.



## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
N/A
- .2 Percentage Basis  
(Insert percentage value)  
  
N/A                                  percent (                          %) of the Owner's budget for the Cost of the Work,  
as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)  
  
Hourly with a Guaranteed Maximum Fee of:  
Ninety Seven Thousand, One Hundred, Eighty Dollars (\$97,180)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus                                  percent  
(                          %), or as follows:

N/A. No Consultants are included in this contract.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	percent (                          %)
Construction Documents Phase	percent (                          %)
Construction Phase	percent (                          %)

(SEE HOURLY WORKSHEET)

Total Basic Compensation	one hundred          percent ( 100 %)
--------------------------	---------------------------------------

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached, Hourly Worksheet with estimated hours for each phase of this work.

Employee or Category	Rate
Principal Architect	\$100 / hour
Project Architect	\$80 / hour
Draftsperson	\$40 / hour
Office Administration	\$40 / hour

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

An initial payment of

(\$ N/A ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

6 % per annum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

N/A

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .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.)

- .3 Exhibits:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)


- .4 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Hourly Worksheet produced by BFA  
Timeline of Work produced by BFA  
Standard Terms and Conditions, Additions and Renovations, February 2019  
Office Standard Rate Sheet, February 2019 (Additional Services ONLY)

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

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

Aaron Church, County Manager  
(Printed name and title)

  
\_\_\_\_\_  
**ARCHITECT (Signature)**

Donald R. Bogle, Jr., Principal/Owner - Lic. # 10100  
(Printed name, title, and license number, if required)

Init.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** July 6, 2020  
**SUBJECT:** Courthouse Liberty Street Ramp Project

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Liberty Street Ramp Proposal	7/6/2020	Cover Memo
Courthouse Ramp - Bogle Firm Agreement	7/8/2020	Cover Memo



July 1, 2020

Aaron Church, County Manager  
Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

Subject: Rowan County Courthouse  
ADA compliance at Liberty Street  
Architectural Services

Aaron,

THE BOGLE FIRM is pleased to provide architectural services to address the ADA non-compliance issues at the Rowan County Courthouse, Liberty Street ramp. Based on our conversations and meeting at the site, review of the Mazz report and email from the Department of Justice, and preliminary measurements, we would like to offer the following:

- 1) Measurement and documentation of the current ramp walls and overall rise and run limitations
- 2) Development of preliminary concept design to be submitted to Rowan County staff for review (assuming Rowan County will contact Department of Justice for their approval).
- 3) Life Safety Plan of ramp area, upper courtyard, and adjacent sidewalks
- 4) Construction Documents – Architectural only (no consulting engineers)
- 5) Bidding process. Project will follow Public Bid formats as required.
- 6) Submittals to City of Salisbury and Rowan County Inspections
- 7) Construction Administration will include submittals and reviews as required to receive permitting, Pre-Construction conference, site visits as needed, a single pay application approval, and shop drawing reviews and approvals.

We propose to perform this work for a fixed fee of \$4,800.

These fees for service do not include structural engineering or other consulting engineering services. Reimbursables for this project will be limited to the printing costs for bidding and submittal sets of the final construction documents, and reimbursement for any City or County review fees paid through The Bogle Firm.

If this is acceptable, please sign and return a copy of this proposal letter, initialing where indicated on the attached Standard Terms and Rates. Please do not hesitate to contact me if you have questions.

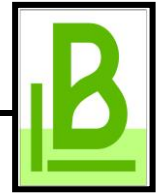
In your service,

Pete Bogle, AIA, LEED-AP  
Principal • NC License 10100  
The Bogle Firm Architecture

---

Aaron Church  
County Manager  
Rowan County

# STANDARD TERMS AND CONDITIONS



## ADDITIONS & RENOVATIONS

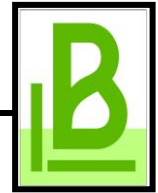
February 2019

These Standard Terms and Conditions are customarily incorporated by reference into each Bogle Firm Architecture, PLLC ("BFA, PLLC") proposal letter to BFA, PLLC clients ("Client") for the performance of architectural, planning, or other professional services ("BFA, PLLC Services"). These Standard Terms and Conditions are fully binding upon BFA PLLC's Clients accepting BFA, PLLC letter proposals just as if they were fully set forth in such letter proposals. However, in the case that terms and conditions set forth in the letter proposal contradict terms set forth here, the letter proposal shall supersede.

1. **PERIOD OF OFFER:** BFA, PLLC's proposal to provide professional services must be accepted within sixty (60) days of the date of the proposal. The proposal may only be extended by mutual written agreement of both BFA, PLLC and the Client. BFA, PLLC shall have the option of canceling a BFA, PLLC proposal at any time prior to the original or extended expiration date of the proposal. In the event a Client accepts a BFA, PLLC proposal by executing the original and one copy of it and delivering the signed original to BFA, PLLC, the signed BFA, PLLC proposal and attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties ("Agreement").
2. **SCOPE OF SERVICES:** BFA, PLLC shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by BFA, PLLC pursuant to the Agreement. Client shall also inform BFA, PLLC of any special criteria or requirements related to BFA, PLLC's Services and shall furnish BFA, PLLC with all existing information, including reports, plans, drawings, surveys, deeds and other documents related to BFA, PLLC's Services. BFA, PLLC shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or material furnished by the Client.
3. **CLIENT'S AUTHORIZED REPRESENTATIVE:** Client shall designate a single representative authorized to make decisions on the Client's behalf. The Client's designee shall be identified to BFA, PLLC within seven (7) days of the date of the Agreement.
4. **PROPRIETARY RIGHTS:** Client acknowledges that BFA, PLLC has a proprietary right in all work produced for Client, and that documents representing such work, including drawings, specifications, and reports, shall not be furnished to third persons unless written authorization is first obtained from BFA, PLLC.
5. **FEES AND COMPENSATION:** In the event the Client requests BFA, PLLC to perform services not specifically described in BFA, PLLC's letter proposal, Client agrees to compensate BFA, PLLC for such services in accordance with BFA, PLLC's attached Office Standard Rate Sheet. Client acknowledges BFA, PLLC's hourly billing rates are reviewed annually and subject to increase.
6. **PERIOD OF SERVICE:** The provisions of the Agreement and the various rates of compensation provided for have been agreed to in anticipation of the orderly and continuous progress of the project. BFA, PLLC's obligation to render services at the rates specified herein will extend only for that period which may reasonably be required to complete the work in an orderly and continuous manner.
7. **CONSTRUCTION COSTS:** Construction costs are defined as the total actual cost or fair market cost to the Client of all elements of the project designed or specified by BFA, PLLC excluding BFA, PLLC fees. Fair market cost will be determined by BFA, PLLC quantity surveys and take off estimates in the absence of total actual cost.
8. **REIMBURSABLE EXPENSES:** The Client shall pay BFA, PLLC for all expenses necessarily or reasonably incurred by BFA, PLLC in connection with the performance of professional services for the Client. Such expenses include, but are not limited to, the following: transportation expenses; meals and lodging in connection with travel; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by BFA, PLLC on behalf of the Client to appropriate regulatory agencies; additional insurance coverage requested by the Client; overtime required by the Client; delivery, shipping and courier expenses; drawings and document reproduction or copying expenses (other than that used internally by BFA, PLLC); renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of the Client; and other out-of-pocket expenses incidental to performance of BFA, PLLC's Services.
9. **PAYMENT TERMS:** BFA, PLLC shall submit monthly invoices to the Client for BFA, PLLC Services and for reimbursable expenses incurred. Invoices are payable upon receipt. BFA, PLLC reserves the right to make a finance charge of twelve percent (12%) per annum on any unpaid balance if not paid within forty-five (45) days. The statements will be based either upon BFA, PLLC's estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee contracts, or in the case of an hourly contract, upon actual services complete. If BFA, PLLC does not receive notification in written form, within twenty (20) days of the date of the disputed invoice, the invoice will be deemed to be correct. In the event any invoices are not paid within forty-five (45) days of the invoice date, BFA, PLLC shall have the right to suspend the performance of further BFA, PLLC Services until overdue invoices are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by the Client. Additionally, BFA, PLLC reserves the right to refuse to provide to Client, or on Client's behalf, any drawings or documents prepared by BFA, PLLC for Client under this or any other agreement with Client until all delinquent invoices are paid in full.



# STANDARD TERMS AND CONDITIONS

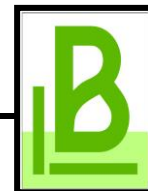


## ADDITIONS & RENOVATIONS

February 2019

10. **COORDINATION BETWEEN CLIENT AND BFA, PLLC:** Both parties agree to give prompt notice to the other of any development or occurrence that affects the scope or timing of services, or any defect in the final work submitted by BFA, PLLC or error or omissions of other related contractors as they are detected. BFA, PLLC shall not be responsible for delays or additional costs created by Client's failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the work.
11. **QUANTITY TAKE-OFF(S):** If provided for herein, BFA, PLLC will establish preliminary take-off estimates after basic design and preliminary project parameters have been established. Such take-off estimates are only approximations. Upon approval of final design, BFA, PLLC will provide, if included in scope, any detailed quantity take-offs and project estimates at Client's expense. BFA, PLLC has no control over the cost of labor, material, equipment, or services furnished by others, or over competitive bidding or market conditions. Construction cost estimates are therefore not guaranteed and provided only as a guide to project costs.
12. **PLAN PROCESSING:** BFA, PLLC provides routine submission of the plans and related documents to public agencies for approval. However, it may be necessary, in order to serve the best interests and needs of the Client, for BFA, PLLC to perform special processing such as meetings and conferences with different agencies, hand carrying the plans from county agency to county agency, and other specialized services. These special services are not included in the base contract and shall be performed on an hourly basis in accordance with the attached Office Standard Rate Sheet.
13. **MEETINGS AND CONFERENCES:** BFA, PLLC will attend all meetings and conferences required by the Client, or their representatives. Furthermore, BFA, PLLC will meet with public agencies that might be involved in the development of the project on an as-needed basis. Since the scope and nature of these meetings and conferences cannot be forecast, we will perform the work on an hourly basis in accordance with the attached Office Standard Rate Sheet.
14. **EXTRAORDINARY INSURANCE:** BFA, PLLC maintains appropriate insurance to cover all reasonable contingencies and liabilities. Should Client ask for additional or special insurance coverage, the cost of such coverage will be billed to client by BFA, PLLC independently. Client hereby agrees to pay such costs and understands these costs to be associated with the quoted fees of this proposal.
15. **TERMINATION:** In the event of termination by Client, Client is responsible for immediate payment for all services rendered, reimbursable expenses and other expenses incurred in the name of the Client through the point of written notice of termination.
16. **ASSIGNMENT:** Neither BFA, PLLC nor the Client shall assign, lease, or transfer any rights or interests arising pursuant to this Agreement without the written consent of the other. The foregoing notwithstanding, BFA, PLLC may employ independent consultants, associates, and subcontractors as it may deem necessary in order to perform BFA, PLLC Services which are the subject of this proposal.
17. **MEDIATION/ARBITRATION:** Client agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed by the parties: American Arbitration Association, American Intermediation Service, Americord, or Dispute Resolution, Inc. The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculation the time for filing arbitration. If mediation fails to resolve the claim or dispute, except as otherwise provided below, any controversy or claim arising out of or relating to this proposal, or the breach thereof, may by mutual consent be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. No arbitration, arising out of or relating to this proposal, shall include, by consolidation, joinder or in any other manner, any additional person not a direct party to this proposal except by written consent of both parties to this proposal. The award rendered by the arbitrators will be final and not subject to appeal. Any demand for arbitration must be made within one year after the claim dispute or other matter in question has arisen, and in no case may be made after institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. However, BFA, PLLC, at its election, may proceed to collect moneys owed by Client under this Agreement by an action at law, rather than by arbitration.
18. **APPLICABLE LAW:** This Agreement shall be governed in accordance with the laws of the State of North Carolina.
19. **SEVERABILITY:** Both BFA, PLLC and the Client understand and agree that if any part, term, or provision of this Agreement is held by a court of law to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms and provisions of this Agreement shall not be affected, and the rights of BFA, PLLC and the Client shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **LIMITATIONS ON LIABILITY:** Except as provided in paragraphs 10 & 21, both BFA, PLLC and the Client agree that neither shall be liable to the other for delays consequential, special or incidental damages. Both BFA, PLLC and the Client further agree that neither shall be liable to the other for future lost profits. In recognition of the relative risks and benefits of the project to both the Client and

# STANDARD TERMS AND CONDITIONS



## ADDITIONS & RENOVATIONS

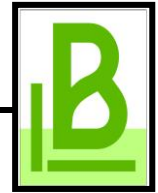
February 2019

the Consultants, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of the Consultants to the Client shall not exceed the Consultants' total fee for services rendered on this project.

- 21. COLLECTION COSTS AND ATTORNEY FEES:** Client shall be responsible for and shall pay all costs of collection and reasonable attorney fees incurred by BFA, PLLC in the collection of moneys owed to BFA, PLLC by Client under this Agreement. The cost of collection and attorney fees may be awarded against client and in favor of BFA, PLLC by an arbitrator in arbitration proceeding and by a court in an action at law.
- 22. ALTERATION DISCLAIMER and HIDDEN CONDITION DISCLAIMER:** The client waives all claims for, and agrees to defend, indemnify and hold BFA, PLLC and its consultants, agents, representatives, and employees harmless from and against any and all claims, losses, costs, expenses and causes of action, including attorney's fees, court costs and all other reasonable costs of defense, in any way arising out of the following matters:
- a. Claims which are the results, in whole or in part, of deficiencies in the conditions of the building existing prior to this agreement.
  - b. Claims arising out of damage sustained by any portion of the building not redesigned, altered, or constructed pursuant to this agreement.
  - c. Inasmuch as remodeling and/or rehabilitation of an existing building requires that certain assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, the Client agrees that, except for negligence on the part of BFA, PLLC or its consultants, the Client will hold harmless and indemnify BFA, PLLC or its consultants, for and against all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.
- 23. INDEMNIFICATION:** The Client shall indemnify BFA, PLLC against injury to or death of an employee or agent of BFA, PLLC (including consultants retained by BFA, PLLC for the purpose of fulfilling the terms of this agreement) while on the Client's property, or arising out of any act or omission by the Client, or its employees or agents, for which the Client would have been liable if sued directly by such employee or agent or his personal representative.
- 24. INTEGRATION CLAUSE:** This Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either BFA, PLLC, the Client, or their respective agents, that is not contained in this written Agreement shall enlarge, modify, alter, or otherwise vary the written terms of this Agreement unless they are made in writing.



# OFFICE STANDARD RATE SHEET



## ADDITIONAL ARCHITECTURAL SERVICES

April 2020

**For additional architectural services above basic fees for projects, change orders, expert witnessing, special circumstance problem solving or projects without a clearly-defined scope, we provide services at the following hourly rates:**

### **Principal      \$120 per hour**

The Partner in responsible charge of each project. The Principal has controlling authority to obligate the Firm in all contractual areas of design, production and finance.

### **Project Architect      \$110 per hour**

The Architect responsible for overall project management. Oversees all design, construction consultations, site evaluations and preliminary studies, the preparation of plans, specifications and contract documents, administration of construction contracts and related services.

### **Intern Architect      \$70 per hour**

Graduate of an accredited School of Design working in the Intern Development Program towards partial satisfaction of the architectural licensing and certification requirements.

### **Technical Draftsperson      \$50 per hour**

Design and production personnel qualified in the preparation of plans, specifications and construction documents.

### **Administration      \$50 per hour**

All clerical, accounting and office management personnel.

### **Professional Consultants      Cost plus 20%**

Additional structural, mechanical and electrical engineering or other specialized consultant services.

## **Travel Time**

Travel time is billed at 1/2 the hourly rate if more than 3 hours total travel time is required for any trip.

## **Reimbursables**

<b>Expenses of reproduction</b> for publishing final drawings and specifications, contracted out:	<b>Cost plus 20%</b>
<b>Expenses of reproduction</b> for final drawings or requested addition drawings, in house:	<b>\$1.25 per sheet</b>
<b>Expenses of postage and handling</b> of drawings, specifications, and other documents	<b>Cost plus 20%</b>
<b>Expenses of renderings, models, and mock-ups</b>	<b>Cost plus 20%</b>
<b>Expense of any additional insurance coverage</b> or limits including professional liability insurance requested by the owner in excess of that normally carried.	<b>At Cost</b>
<b>Living expenses in connection with out-of-town travel.</b>	<b>At Cost</b>
<b>Fees paid for securing approval</b> of authorities having jurisdiction over the Project.	<b>At Cost</b>
<b>Transportation</b> in connection with Project	<b>Current IRS Standard Mileage Rate</b>



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the fourteenth (14) day of July  
in the year Two Thousand Twenty (2020)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as 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 Architect:  
*(Name, legal status, address and other information)*

Bogle Firm Architecture, PLLC  
110 North Main Street, Suite 200  
Salisbury, NC 28144

for the following Project:  
*(Name, location and detailed description)*  
Rowan County Courthouse Liberty Street Ramp  
210 North Main Street, Salisbury, NC 28144

This project is defined as the remediation of the exterior ramp along the Liberty Street side of the Rowan County Courthouse. This ramp was incorrectly installed during the original construction and recently listed as non-compliant in a report prepared by Mark J. Mazz, AIA.

The goal of the project is to provide an accessible means of egress from the sidewalk along Liberty Street up to the raised courtyard that leads to the Liberty Street entrances of the Courthouse and Jail Facilities. Preliminary measurements indicate that a fully ADA accessible means of egress can be created within the same footprint of the existing ramp.

The Owner and Architect agree as follows.

Init.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Rowan County has provided the Mazz Report as submitted to the US Attorney's Office, Middle District of North Carolina. Project solutions will be submitted to the US Attorney's office for their final approval. Since the scope of the work described does not require sealed drawings from engineers, consultant engineering is not being provided within this contract.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 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.

§ 1.3.1 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.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$1,000,000 per claim  
\$2,000,000 aggregate
- .2 Automobile Liability  
\$1,000,000 per claim  
\$2,000,000 aggregate
- .3 Workers' Compensation  
\$100,000 per claim  
\$500,000 policy limit
- .4 Professional Liability  
\$1,000,000 per claim  
\$1,000,000 aggregate

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall 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, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the



Architect shall 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.

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

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's 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 that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

To the date of this contract, no supplementary services have been requested.

Additional services not described in this document may be added at the Owner's request either on an hourly basis (per attached Office Standard Rate Sheet) or by a separately negotiated agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services Ten ( 10 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.



§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** 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 in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** 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).

**§ 8.3.4.2** Either party, at its sole discretion, 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 any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.



§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Architect shall be compensated for the percentage of the work completed, including architectural and engineering design, bidding, and construction administration work.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

10% of the total design fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
Four Thousand Eight Hundred Dollars (\$4,800)
- .2 Percentage Basis  
(Insert percentage value)  
  
N/A                                      percent (                      %) of the Owner's budget for the Cost of the Work,  
as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)  
  
N/A

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus                                      percent  
(                      %), or as follows:

N/A. No Consultants are included in this contract.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Ten	percent (	10 %)
Construction Documents Phase	Sixty-Five	percent (	65 %)
Construction Phase	Twenty	percent (	20 %)
Bidding Phase	Five	percent.	5 % .
<hr/>			
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly rates are only applicable for requested additional work. See attached Office Standard Rate Sheet.

Employee or Category	Rate
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#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

An initial payment of

(\$ N/A ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

6 % per annum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

N/A

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .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.)

N/A

- .3 Exhibits:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Proposal Letter, July 1, 2020


- .4 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Standard Terms and Conditions, Additions and Renovations, February 2019  
Office Standard Rate Sheet, February 2019

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

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

Aaron Church, County Manager  
(Printed name and title)

  
\_\_\_\_\_  
**ARCHITECT** (Signature)

Donald R. Bogle, Jr., Principal/Owner - Lic. # 10100  
(Printed name, title, and license number, if required)

Init.

**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:** July 6, 2020  
**SUBJECT:** RFQ for Services for Broadband Expansion

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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:** Valerie Steele, Airport and Transit Director  
**DATE:** July 7, 2020  
**SUBJECT:** Public Hearing for Urbanized Area Formula Grants (5307)

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo - FY Federal Urbanized Area Formula (5307) Grant	7/7/2020	Cover Memo
Power Point	7/7/2020	Cover Memo
September 3, 2019 Memo	7/7/2020	Cover Memo
BOC Minutes 10-15-19	7/7/2020	Cover Memo



## **ROWAN TRANSIT SYSTEM**

2726 Old Concord Road, Salisbury North Carolina 28146

MEMO TO COMMISSIONERS:

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

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

5307- Federal Urbanized Area Formula

Application will provide Rowan Express operating and preventative maintenance funds.

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

Respectfully Submitted,

*Valerie Steele*

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



# ROWAN TRANSIT SYSTEM

*Be an original.*

5307 Funding

7/13/2020

3:00pm

## Urbanized Area Formula Grant (5307)

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

## Current:

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

### Breakdown:

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

## Changes Since September

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

# Request:

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

ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE



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

**MEMO TO COMMISSIONERS:**

**FROM:** Franklin Barnes  
**DATE:** September 3, 2019  
**SUBJECT:** FY'21 Transportation Grant Applications

**FY'21 Transportation Grant Applications**

The North Carolina Public Transportation Division is now accepting Transportation Program applications for Fiscal Year 2021. The following overview is provided for your consideration at the September 16, 2019 Public Hearing.

**5311 - Community Transportation Program [CTP]** application will secure 85% grant support for RTS administrative costs.

**Administration:**

**Requesting \$241,940:** \$205,649 or 85% grant & \$36,291 or 15% County Match. Grant will support two positions, travel, communications, utilities, fleet insurance and office expenses.

**5310 – (State / Rural) Enhanced Mobility of Seniors and Individuals with Disabilities Program**  
(Operating)

Application will provide rural operating funds in support of increased demands for Dialysis transportation and continued service to Rowan Vocational Opportunities and Trinity Living Center. *No county match.*

**Requesting \$125,000:** \$62,500 or 50% grant & \$62,500 or 50% match from contract revenue

**5307 – Federal Urbanized Area Formula Program**

Application will provide operating funds for the Rowan Express.

**Requesting \$160,000:** \$80,000 or 50% grant & \$80,000 or 50% match from contract revenue and the RTS Savings Account. *No county match.*

**Combined Capital Equipment (Federal Section 5311, 5311 Appalachian, 5307, 5339):** application will secure 90% grant support for Vehicles replacements.

**Requesting \$191,275:** \$172,147 or 90% grant & \$19,128 or 10% County Match

1. Three (3) vehicles qualified for replacement in FY'21. DOT uses a 100,000 mile vehicle replacement schedule for Raised Roof Vans and Light Transit Vehicles.
2. There is no guarantee new vehicles will be approved by NCDOT.
3. New vehicle deliveries arrive in spring of 2021.
4. Upon delivery of new vehicles, old vehicles must be sold at one of the County auctions or on govdeals.com
5. DOT requires proceeds to be spent on transit operations

**Total of NCDOT Grants: \$ 718,215      Total County Match: \$55,419**

**5310 – (Federal / Urban) Enhanced Mobility of Seniors and Individuals with Disabilities Program (City of Concord is the Grantee for this Grant)**

Application will provided urban operating funds in support of increased demands for Dialysis transportation and continued service to Rowan Vocational Opportunities and Trinity Living Center. *No county match*



Requesting \$130,000: \$104,000 or 80% grant & \$26,000 or 20% match from contract revenue

**BOC Action Steps:**

**Conduct Public Hearing:** Conduct the Public Hearing on FY'2021 Transportation applications. [BOC clerk asked to provide an official record of the public hearing minutes to be included with the CTP application.]

**Adopt CTP Resolution:** Identifies the County Manager as the "authorized official" to make the necessary federal and state assurances and certifications on application documents with empowerment to enter into subsequent NCDOT grant agreements. The County Attorney must also affirm that Rowan County has authority under State and local Law to make and comply with certifications and assurances.

**ATTACHMENTS:**

**Description**

FY'21 Resolution

**Upload Date**

9/3/2019

**Type**

Resolution Letter

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**

**October 15, 2018 – 6:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**  
.....

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

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

Chairman Edds added a Blue Cross Blue Shield Grant (Grant) to the Consent Agenda as Item J. The request was from Nina Oliver, Health Director, to submit the Grant for funding to create a Post Overdose Response Team and other opioid prevention activities from Blue Cross Blue Shield of North Carolina.

#### **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

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

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



## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the October 1, 2018 and October 9, 2018 Commission Meetings passed unanimously.

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

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

The Consent Agenda consisted of the following:

- A. West End Event Center Flooring
- B. Tax Refunds for Approval
- C. Set Quasi-judicial Hearing for CUP 07-18 for November 5, 2018
- D. MV Contract Transportation Agreement
- E. Children's Homes of Iredell County – Foster Care
- F. Revised Airport Fee Schedule
- G. Request to Apply for the NC Science Museum Grant
- H. Health Department Debt Write Off 2017-18
- I. Donation of Surplus EMS Equipment to the City of Salisbury and the Rowan County Rescue Squad

WHEREAS, emergency services equipment, including a wheeled stretcher, a power-lift stretcher and a stair chair is being declared surplus on October 15, 2018 by the Rowan County Board of Commissioners; and

WHEREAS, G.S. 160A-280 allows the Board of Commissioners to donate surplus equipment to another governmental unit upon adoption of a resolution approving the donation; and

WHEREAS, the City of Salisbury has requested a wheeled stretcher be donated to the Salisbury Fire Department, and the Rowan County Rescue Squad has requested a power-lift stretcher and a stair chair be donated to the Rescue Squad.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners that a wheeled stretcher be donated to the City of Salisbury Fire Department and a power-lift stretcher and a stair chair be donated to the Rowan County Rescue Squad, in accordance with G.S. 160A-280. A public notice was posted at least five days prior to the adoption of this Resolution as required by G.S. 160A-280.

- J. Blue Cross Blue Shield Grant Request (addition to the Consent Agenda)

## **2. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward, Chairman Edds closed the Public Comment Period.

## **3. PUBLIC HEARING FOR FY 2020 CTP GRANT APPLICATIONS**

Franklin Barnes, Director of Rowan Transit System (RTS), presented a handout and discussed the information regarding the FY 2020 Community Transportation Program (CTP) grant applications (5307, 5310, 5311, and combined capital) that would be submitted to the North Carolina Public Transportation Division before November 2, 2018. The funding would support the coordination of community transportation strategies and acquire necessary equipment to provide transit

services in Rowan County. The project period was for July 1, 2019 to June 30, 2020.

Mr. Barnes highlighted the handout and breakdown for each grant, as well as the services to be provided. The overall total for the North Carolina Department of Transportation Grants was \$589,572 with a total County match of \$41,792.

A brief question and answer session between the Board and Mr. Barnes followed the presentation.

Chairman Edds opened the public hearing to receive citizen input regarding the FY 2020 CTP grant applications. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Klusman moved approval of the transportation program applications for the grants for FY 2020. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved the County Manager be the authorized official to make the necessary federal and state assurances and certifications on application documents with empowerment to enter into subsequent NCDOT grant agreements. The motion was seconded by Commissioner Greene and passed unanimously.

#### **4. PUBLIC HEARING FOR PROPOSED TEXT AMENDMENTS TO CHAPTER 5 (ANIMALS) OF THE ROWAN COUNTY CODE OF ORDINANCES**

Commissioner Pierce prefaced the public hearing by explaining the proposed text amendments identified the length of leash that should be required of citizens to walk their dogs in city limits with a 6' leash and in open parks with a 16' leash. Commissioner Pierce said the proposed language was inadvertently omitted from the initial text amendments for restraint of non-vicious animals and he was asking the Board to include the requirements.

The proposed text amendments to Section 5-36 were as highlighted below:

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash attached to a harness or collar, or similar effective or humane device that is physically capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, or similar secure enclosure or temporarily in a vehicle for travel whether the vehicle is in motion or stopped. Electronic control devices such as correction collars are not considered restraint off of the owners property. Acceptable leash length in constricted public spaces including sidewalks and other public pathways where people and pets are in close proximity to each other shall not exceed six feet in length. In larger public spaces that are open such as fields, leash length up to a maximum of sixteen feet is

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**

**November 5, 2018 – 3:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**  
.....

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

Chairman Edds welcomed Jessica Redmon, a student from UNC Charlotte, who was in attendance to fulfill a class requirement.

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

Chairman Edds added a request from Commissioner Pierce to schedule a Special Meeting for Tuesday, November 13, 2018 at 3:00 p.m. The purpose was to discuss a proposal from the City of Kannapolis regarding extension of water/sewer to the new Old Beatty Ford Road intersection. The issue was added to the Consent Agenda as item H.

#### **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

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

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

Equal Opportunity Employer



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## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the October 15, 2018 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. Proclamation for Veterans Day**

WHEREAS, throughout our history, America has been protected by patriots who cherished liberty and made great sacrifices to preserve our rights and independence; and

WHEREAS, the brave members of the United States Armed Forces have answered the call to defend America and to protect our national security; and

WHEREAS, on Veterans Day, we honor and remember these extraordinary Americans for their valiant service and we pay tribute to their courage, invaluable contributions and to their legacy for their selfless defense of our great Nation.

NOW, THEREFORE BE IT PROCLAIMED by the Rowan County Board of Commissioners that November 11, 2018 is to be recognized as VETERANS DAY in Rowan County.

BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners in keeping with the time honored tradition of recognizing and honoring our veterans, does hereby call upon the citizens of Rowan County to observe this day with appropriate ceremonies in honor and deepest appreciation of our veterans, both living and deceased, who have served this country so willingly to preserve the principles of justice, freedom and democracy; to display the flag and show our veterans our respect for their selflessness and devotion.

- B. Airport Grant Agreement – Tree Removal and Grading (Design/Bid)
- C. Rowan County Health Department Fee Schedule
- D. Request to Schedule a Public Hearing for November 19, 2018 for 'Project Peach'
- E. TFT Pilot Services Inc. Hangar Lease Contract
- F. Acceptance of Homeland Security Grant
- G. Hartwick and Grimstead Hangar Lease Assignment
- H. Request for Special Called Meeting on November 13, 2018 at 3:00 pm (addition to the Consent Agenda)

## **2. PUBLIC COMMENT PERIOD**

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

- Ronnie Smith provided the Board with an update regarding placement of the Rowan County Vietnam Veterans Memorial. Mr. Smith also invited



## **ROWAN TRANSIT SYSTEM**

2726 Old Concord Road, Salisbury North Carolina 28146

Telephone: 704-216-8890 Fax: 704-630-9638

### **RTS Advisory Committee Agenda**

**June 19, 2019**

Call to Order

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 March 20, 2019 and May 15, 2019 Minutes
- 1. Public Comment Period
- 2. MV General Manager's Report
- 3. RTS Financial Reports
- 4. FY'21 Call For Projects – July 8, 2019 (Application deadline-October 4, 2019)
  - \*CTP Application Recommendation
  - \*Other Grant Applications
- 5. By-laws review
- 6. Request for Proposals
- 7. Staff Report
- 8. Calendar Review
  - Agency Schedules
  - Next RTS Meeting July 17, 2019 @ 9:30 am

RTS Mission: To provide Transportation that enhances quality of life  
RTS Vision: To provide Transportation that is safe, efficient, affordable and respectful



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Nina Oliver, Public Health Director  
**DATE:** 6-26-2020  
**SUBJECT:** State of the County Health Report

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The SOTCH Report for Rowan County was submitted to the state Department of Public Health (DPH) on June 1, 2020. The report is prepared during the years in between the Community Health Assessment (CHA).

We respectfully recommend the BOC review and support the SOTCH.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
SOTCH Memo	6/26/2020	Cover Memo
SOTCH Report	6/26/2020	Cover Memo

**To:** Rowan County Board of Commissioners

**From:** Alyssa Harris, Community Health Manager

**Date:** June 18<sup>th</sup>, 2020

**RE:** State of the County Health Report

**Situation**

Per Accreditation requirements, the Rowan County Health Department (RCHD) State of the County Health (SOTCH) Report requires formal approval by the Board of Health and a presentation or report to the Board of Commissioners.

**Background**

The SOTCH Report for Rowan County was submitted to the state Department of Public Health (DPH) on June 1, 2020. Prepared during the years in between the Community Health Assessment (CHA), this report serves to:

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

The SOTCH report will be reviewed by the state and compared to the standards and activities established for accreditation and provisions called for in the consolidated agreement. A letter from DPH will inform us as to whether or not our report meets all of the activities required for accreditation.

**Assessment**

Please refer to the RCHD Community SOTCH Report.

**Recommendation**

We respectfully request that the Board of Commissioners review and support the presented information.

# Rowan County

## 2019 State of the County Health Report

### State of Rowan County's Health

Required each year between the Community Health Assessments, the State of the County Health (SOTCH) report is designed to deliver a concise update on our latest health information to citizens. Per state requirements, the data included must be accurate, from reliable sources, be measurable over time, be comparable at a county and state level, and compatible to the needs of our community. This information serves as an update to our community health assessment, the **2018 Rowan County Health and Human Service Needs Assessment**, and represents the collaborative action taken by community agencies in Rowan County to address current and emerging health concerns.

### This report is intended to:

- Heighten awareness about health issues relevant to Rowan County and North Carolina
- Bring attention to areas where policy and environmental changes, partnering initiatives, and resources would help create a healthier and stronger community
- Describe local efforts that impact local health issues and quality of life of our community
- Identify common ground for joining together to solve community health issues and identifying some of the local initiatives and partnerships that are working to address these issues

### Rowan County

Rowan County is located in Western North Carolina and is surrounded by Cabarrus, Davidson, Davie, Iredell, and Stanly counties. Rowan County is made up of approximately 511 square miles of land and 12 square miles of water. Rowan County shares its largest body of water, High Rock Lake, with Davidson County. The county consists of the 11 municipalities of China Grove, Cleveland, East Spencer, Faith, Gold Hill, Granite Quarry, Kannapolis, Landis, Rockwell, Salisbury and Spencer. Salisbury, the seat of county government, is situated near Interstate 85, approximately 45 miles north of the city of Charlotte, NC, and 52 miles south of the city of Greensboro, NC.

### 2018 Community Health Priority Health Issues

- 1 Priority: Substance Use
- 2 Priority: Healthy Lifestyle Behaviors
- 3 Priority: Mental Health

### 2019 Community Health Improvement Plan Objectives

#### Short Term Goals

- Decrease in obesity/overweight
- Decrease in the number of individuals who report using tobacco in the last 30 days

#### Long Term Goals

- Increase the safe use and disposal of OTC and prescription medication
- Increasing comprehensive care management for individuals coping with opioid-related health concerns
- Decrease the spread of HIV and/or Hepatitis C

## Demographics and Population Trends

Based on 2019 US Census Bureau estimates, the population for Rowan County is **142,088** and is steadily growing with an estimated growth rate of 3.0% for 2020 - 2030. The median age in 2019 was 40.1 years, which has lowered from 40.7 years in 2016. Rowan County has the lowest percentage of females (50.6%) and highest percentage of males (49.4%) compared to the State and peer counties.

Table 1: General Demographic Characteristics, 2019

Location	2019 Total Population	Number Males	Number Females
Rowan	142,088	49.4 %	50.6 %
State of NC	10,488,084	48.6 %	51.4 %

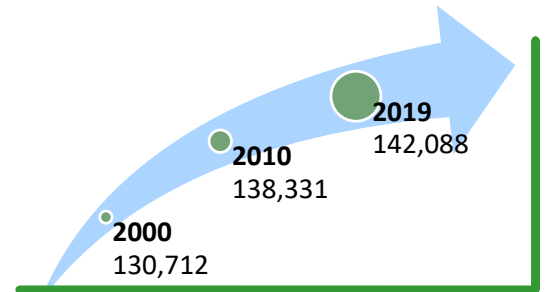
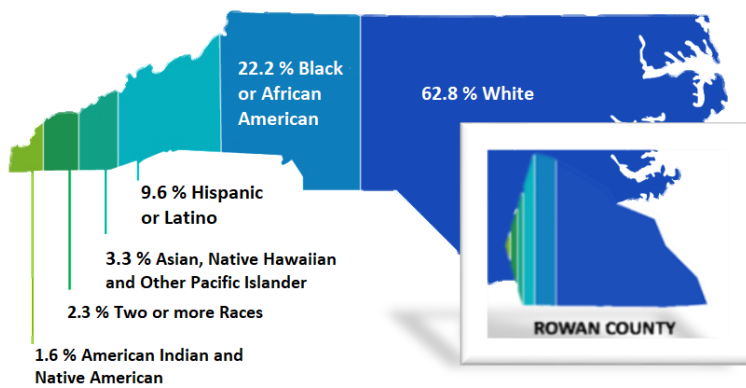


Figure 1: Population Growth for Rowan County



	Rowan County	North Carolina
White	71.7 %	62.8 %
Black or African American	16.8 %	22.2 %
Hispanic or Latino	9.2 %	9.6 %
Asian, Native Hawaiian, or OPI	1.4 %	3.3 %
Two or more Races	1.7 %	2.3 %
American Indian/Alaskan Native	0.6 %	1.6 %

Table 2: General Demographic Characteristics, 2018

### Special Interest: 2018 Population Information – Growth for 65+ Adults and Life Expectancy

0 – 14 years old	25,944	(18.6 %)
15 – 24 years old	17,918	(12.9 %)
25 – 39 years old	25,399	(18.2 %)
40 – 59 years old	38,484	(27.6 %)
60 – 79 years old	26,022	(18.6 %)
80 + years old	5,173	(3.7 %)

On trend comparable to both peer counties and the State, the percentage of the population age 65 and older is growing. Between 2015 and 2035, the size of North Carolina's population 65 and older will increase from 1.5 to 2.5 million. By 2035, more than one in every five North Carolinians will be 65 or older, up from 15% in 2015.

Table 3. Population breakdown by Age, ACCESSNC, Dept of Commerce

The average life expectancy for persons born between 2016-2018 is 75.2 years. The new Healthy NC 2030 goal for life expectancy is to increase life expectancy for citizens to 82.0 years. Life expectancy in Rowan County is higher for women than men, **78.1 years** vs. **72.3 years**, respectively and higher for White vs. African American citizens at **75.6 years** vs. **73.2 years**, respectively, highlighting health disparities persist within our community. Life expectancy is often used to gauge the overall health of the community and takes into account factors that influence health, such as: the economy of the area, access to health services, and health behaviors.



## Social Determinants of Health – Vital Conditions, Health Equity, and Disparities

While health is largely influenced by the choices we make, individual health and well-being are also directly shaped by the vitality of the places where we live, the educational opportunities available, and our economic prospects. These vital conditions for health impact our ability to make healthy choices where we live, learn, work, play, and pray.

Socio-Economic Factors	2015	2016	2017	2018	2019	2020	Trend Rowan '15-'20
Unemployment*	8.3%	6.7%	6.0%	5.5%	4.7%	3.9%	Better
Children in Poverty*	28%	29%	27%	26%	22%	25%	Same
Children in single-parent households*	39%	39%	40%	40%	39%	38%	Better
Uninsured*	21%	19%	17%	14%	13%	14%	Better
High school graduation**	85.1%	83.3%	85%	85%	85%	85%	Same
Free and Reduced Price meals (PreK-Early College)***	63.1%	63.5%	68.1	66%	68%	66%	Same

### Community Health and Economic Prosperity – Vital Conditions



#### Housing

- Affordable Housing and severe housing problems in Rowan County include data points around the percentage of households with at least one of four housing problems: overcrowding, high housing costs, lack of kitchen facilities, or lack of plumbing facilities. Currently, 15% of Rowan residents experience housing problems, 12% experience severe housing cost burden, 3% experience overcrowding, and 1% experience inadequate facilities.
- In 2018-2019, Rowan Helping Ministries, the local homeless shelter, community kitchen, and crisis assistance organization, sheltered 703 homeless men, women and children and prevented homelessness for 1,716 families in crisis by providing \$361,818 in financial assistance to prevent evictions and utility disconnections. Approximately 19% of those entering homelessness had income. 506 homeless individuals participated in classes which taught valuable life skills such as resume building, financial planning and coping with stress and trauma. Of those who participated in classes, approximately 23% increased their income through employment, Social Security Income/Social Security Disability Insurance, or Veteran benefits.
- With a focus on moving people to stable housing, Rowan Helping Ministries housed three families in permanent supportive housing, housed 34 individuals through transitional housing, and connected 170 homeless households to stable housing.

#### Food Deserts

- Access to healthy foods continues to be an issue in Rowan County. Per the 2020 County Health Rankings, 11% of our population has limited access to healthy foods, that is, they are of low-income and do not live close to a grocery store; the state is at 7%. Additionally, 14% of the population have food insecurity and lack adequate access to food.
- In 2019, organizations began working together to create the Rowan Food and Farm Network, which is working to combat food insecurity in local communities. The goal of the RFFN is to educate Rowan residents about healthy food choices and provide networking opportunities for vendors, consumers, and farmers throughout the county.
- Rowan Helping Ministries reduced hunger in the community by distributing 11,014,624 pounds of food to 3,383 households, serving 83,175 meals in Jeannie's Kitchen and providing 1,041 food insecure children shelf stable food to keep them nourished over the weekend throughout the school year.



### **Economic Mobility**



- The “children living in poverty” measure captures an upstream measure of poverty that assesses both current and future health risks. Per the 2020 County Health Rankings, 25% of Rowan County children are living in poverty, while the statewide average is only 20%.
- Our unemployment rate currently matches the states at 3.9% according to the 2020 County Health Rankings, however due to COVID-19, the novel coronavirus in early 2020, the unemployment rate skyrocketed as more than 500,000 jobs were lost in North Carolina.
- The most recent data for Rowan County puts the unemployment rate at 4.4% in March. In May 2020, the Bureau of Labor Statistics shared the national unemployment rate was at least 14.7%.

## **Mental Health and Community Resilience**



Our Community Health Assessment identified Mental Health as a priority for Rowan County citizens. Mental health includes emotional, psychological, and social well-being. It affects how we function, what choices we make, and how we interact with others. Mental health can also change over time, and at different points in a person’s life. Chronic mental illness, especially depression, can put someone at heightened risk for stroke, type-2 diabetes, and heart disease. In the 2018 Community Opinion Survey, residents reported an average of 2.9 days per month when their mental health was “not good.” The 2020 County Health Rankings reported an increase poor mental health days, up to 4.3 days per month. To address this concern, the Rowan County Health Department and Healthy Rowan worked with Prevent Child Abuse Rowan, Novant Health Rowan Medical Center, the Rowan-Salisbury School System, the NC Public School Forum, and the Rowan Department of Social Services to promote community resilience and a new trauma-informed approach for all sectors of the community.

### **What is Community Resiliency™ Model?**

The Rowan County Community Resiliency Model project supports community members of all ages and backgrounds to help them cultivate the skills necessary to create or restore resiliency in times of trauma and stress. This project seeks to address the underlying root causes for all three areas of the 2018 Rowan County Community Needs Assessment - Mental Health, Substance Use, and Healthy Lifestyles. Through providing these trainings, our goal is to better integrate practical tools for managing stress, handling adversity, and remaining connected as a community.

The Community Resiliency Model™ (CRM) of the Trauma Resource Institute helps individuals understand their nervous system and learn to read sensations connected to their own well-being, which CRM calls the “Resilient Zone”. CRM’s goal is to help to create “trauma-informed” and “resiliency-focused” communities that share a common understanding of the impact of trauma and chronic stress on the nervous system and how resiliency can be restored or increased using this skills-based approach.

### **Community Response to Trauma and Mental Health**

Trauma plays a significant role in the lives of people experiencing homelessness. Rowan Helping Ministries provides classes and one-on-one therapy sessions through a LSCW who specializes in trauma therapy and coping skills. Additionally, Cabarrus Rowan Community Health Centers operates a medical and mental health clinic on-site 20 hours a week. Community Care Clinic of Rowan County is on site once a month providing health assessments and enrollment for their clinic. Rowan Helping Ministries also provides transportation for medical appointments.

## Mortality and Morbidity Data






Rates of morbidity, mortality, and emergency hospitalization can be reduced if citizens have the ability to receive health screenings, attend routine medical examinations, and receive proper vaccinations. **Morbidity** refers to how many people are ill, while **mortality** refers to how many people have died from a health condition. Knowing the diseases that cause the most illness and death – and who is the most affected – is important in understanding how to prevent and treat these diseases to improve the health of Rowan County.

### Leading Causes of Death in Rowan County per 100,000 Population – 2014-2018

Rank	Cause of Death	# of Deaths	% of total	Rate	NC Rate
1	Cancers	1,693	20.7%	242.5	191.6
2	Heart Disease	1,587	19.4%	227.4	181.9
3	Chronic lower respiratory diseases (Ex. Emphysema, Chronic Bronchitis, and Asthma)	557	6.8%	79.8	52.1
4	Stroke and other cerebrovascular diseases	425	5.2%	60.9	48.9
5	Other Unintentional injuries	408	5.0%	58.5	38.6
6	Alzheimer's disease	298	3.6%	42.7	39.4
7	Diabetes mellitus	270	3.3%	38.7	27.9
8	Pneumonia and influenza	263	3.2%	37.7	19.7
9	Kidney disease (Nephritis, nephritic syndrome, and nephrosis)	191	2.3%	27.4	78.9
10	Sepsis or Septicemia (Top 10 for Rowan)	176	2.2%	25.2	*
10	Motor Vehicle Injuries (Top 10 for NC)	*	*	*	14.9
Total Deaths – All Causes		8,177	-	1,171.4	890.2

The leading causes of death in Rowan County are related to chronic disease – **cancer, heart disease, stroke, kidney disease, emphysema, and diabetes**. Most chronic diseases can be prevented by eating well, being physically active, avoiding tobacco and excessive drinking, and getting regular health screenings.

#### Changes in Age-adjusted Mortality per 100,000 Population in Rowan County; 2012-2016 to 2014-2018

Cause of Mortality	Change
Cancer	
Heart Disease	
Emphysema, Asthma, Bronchitis	
Other Unintentional Injuries	
Diabetes	

#### Data from:

2014-2018 Ten Leading Causes of Death by County of Residence and Age Group: Ranking, Number of Deaths, and Unadjusted Death Rates per 100,000 Population

<https://schs.dph.ncdhhs.gov/data/databook/>

### Disparities among populations

In late 2019, the Rowan County Health Department began a partnership with North Carolina Central University's Biomedical/Biotechnology Research Institute on a new initiative called "H.O.P.E – Health Equity, EnvirOnment, and Population HEalth" along with Cabarrus and Anson counties. This program aims to become a leader in building healthy communities by developing and implementing interventions to address health disparities, promote healthy living, chronic disease prevention and management, and exploring interactions between environment, health, and technologies.

This was particularly timely, as with the novel coronavirus, significant health disparities have been highlighted. Dr. Deepak Kumar, Director of the BRRI, noted that the risk factors for developing complications from COVID-19 include some of the health problems linked to health disparities. "Risk factors for infection, severe symptoms and adverse outcomes from COVID-19 include diabetes, heart disease, chronic kidney and liver disease, lung disease and immune disorders," Dr. Pilkington, program director, said. "Most if not all of the risk factors are known health issues disproportionately affecting minority populations."



# Priority Health Issue Updates and Data

Rowan County's Community Health Improvement Plans address lifestyle behaviors of healthy eating, physical activity, and tobacco use, as well as substance use and mental health, to improve the health of all citizens.

## Priority: Substance Use



Addiction to drugs or alcohol is a chronic health condition and those who suffer are at risk for early death, certain diseases, injury, and disability. Misuse of prescription painkillers and use of heroin and opiates have increased dramatically nationwide, including in North Carolina and in Rowan County. Substance use can contribute to family instability, loss of employment, child neglect, poverty, involvement in the criminal justice system and violence.

RCHD is taking a collaborative approach to addressing substance use in our community by bringing together a cross-sector representation of partners at our monthly **Substance Use Task Force** meetings, participating on our local Drug-Free Communities Coalition **Youth Substance Use Prevention (YSUP Rowan)**, and building innovative clinical partnerships to address the chronic diseases connected to substance abuse.

### NC Overdose Overview Stats:

**36**

Rowan resident unintentional opioid overdose deaths in 2018

**100**

Rowan resident opioid overdose ED visits in 2018

**8,227,000**

Opioid pills dispensed to Rowan residents in 2018

**137**

Reported community naloxone reversals in Rowan in 2018

### Substance Use Task Force

The Rowan County Substance Use Task Force is a collaboration between community organizations and local government to fight substance overuse and misuse. The mission is to decrease the incidence of overdose and unintentional deaths through prevention, early intervention, harm reduction, and recovery support. This year, the Task Force underwent a name change from "Opioid Task Force" to "Substance Use" reflecting a broadening perspective on addressing all substances.

### Prevention Efforts

Together with the Rowan County Sheriff's Office, YSUP Rowan, municipal police departments, the Rowan Department of Social Services, and Center for Prevention Services, the RCHD is working to bring education and awareness of safe storage and disposal for medications. In 2019, **2,113.19 pounds of medication** was collected from 12 Medication Drop Box locations and 1 take-back event. This is **an increase of 897.52 pounds** collected from 2018. In total **5,535.21 pounds of medication** has been collected since the inception of the program in July of 2016, which represents approximately **5,032,009 pills** over the past three years in Rowan.

### Treatment and Recovery Support

In 2019, the Substance Use Task Force and other community partners compiled a resource directory for mental health and substance use services. This comprehensive guide can be found on our website, and our community coalition website, at [Rowan County Mental Health, Drug, and Alcohol Guide](#) and are working to incorporate these resources into the NCCARE360 referral system for all community agencies.

## Priority: Substance Use

### Third Annual Substance Use Forum

In 2019, our third forum focused on caring for pregnant women suffering with opioid use disorder and provided research into the issues that affect them and how the community can support individuals through treatment and programs. The keynote speaker was Dr. Hendree Jones, with the UNC Horizons program, who shared startling statistics that revealed that from 1999 to 2017, the death rate from drug overdoses among women 30 to 64 increased by 260%. In addition, compared to men, women are more likely to report chronic pain; be prescribed pain relievers; be given higher doses; use them for longer periods; have a shortened duration between opioid use initiation and seeking help for an opioid use disorder; and to be less likely to receive Naloxone for an overdose. More than 130 attended with a diverse representation of law enforcement, mental health, school administration, health care, and concerned community members.

### Post-Overdose Response Team Launch

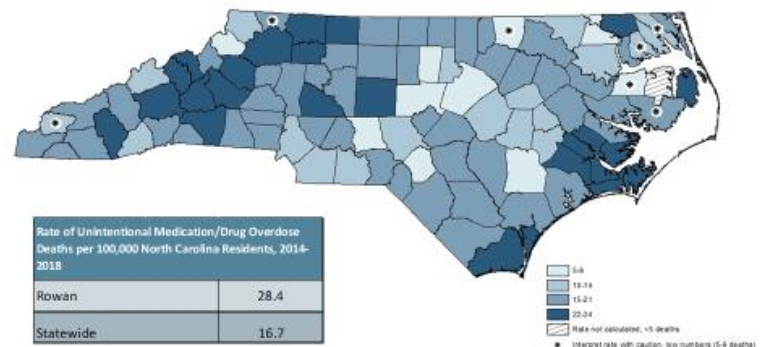
In July 2019, the Rowan County Health Department, Rowan County Emergency Medical Services and Center for Prevention Services partnered together to develop and begin the Post-Overdose Response Team to reduce the number of repeat overdoses and overdose deaths caused by opioids. The Post-Overdose Response Team, known as PORT, consists of a Community Paramedic, Peer Support Specialist and a Harm Reduction Advocate. PORT provides educational and supportive outreach to people in active use. Within 24-72 hours after having experienced an overdose, PORT connects individuals to supportive resources and encourages them to seek treatment. At 1, 3, and 6 months from the initial overdose, the Peer Support Specialist or the Harm Reduction Advocate reconnect with the individual to see what additional services and/or support are needed.



### Progress since the inception of the program:

- PORT and EMS have distributed over 77 Narcan kits.
- 45 people have been seen in initial client visits and have been connected a service.
- 10 people that have been supported are currently in recovery or received some counseling services.
- PORT has hosted 11 educational and support group meetings. Due to low attendance rate for the first several group meetings, PORT has restructured these group meetings to target more community members. The most recent group meetings have been held at Rowan Helping Ministries (our local homeless shelter, community kitchen, and crisis assistance organization) for their residents.

### Rate of Unintentional Medication & Drug Overdose Deaths Per 100,000 North Carolina Residents, 2014-2018



## Priority: Substance Use

Community Health Improvement Plan Summary for Substance Use		Baseline (2018)	Current* (2019)
Medication Take Back Boxes	Increase the total weight of medication collected in take-back boxes by 3% by 2022, and then by 7% by 2029.	1,215.67 lbs	2,113.19 lbs
	Reduce the number of medication poisoning deaths by 5% in 2022, and then by 10% by 2029	45	—
Narcan Distribution	By 2029, Increase the distribution of Narcan rescue kits by 100 (10 kits/year).	100 kits distributed	86 kits distributed
	Reduce the rate of unintentional opioid-related deaths in Rowan County by 5% by 2022, and then by 10% by 2029.	36	11
Post Overdose Response Team	By 2021, provide support and tools to at least 20 individuals seeking treatment after experiencing an overdose, goal of reaching 100 by 2024.	N/A	45
	By 2024, reduce the number of emergency room visits due to an overdose by 20%.	100	68
	By 2024, reduce the number of overdoses in Rowan County by 20%.	137	—

## Priority: Healthy Lifestyle Behaviors – Nutrition and Physical Activity

Chronic diseases are among the most common, costly and preventable health problems in the United States. Lifestyle risk factors, which include nutrition, physical activity, tobacco use and excessive alcohol consumption, all contribute to these diseases. In 2018, North Carolina ranks 19<sup>th</sup> in the United States for obesity (#1 state having the most obesity). In Rowan County, 38% of the adult population is considered to be obese and we have seen a significant, upward trend.

In Rowan, obesity is not just affecting adults, but children and high-school aged individuals as well, with the prevalence being 22.5% and 28.4%, respectively. With heart disease being the second leading cause of death and diabetes being the seventh leading cause of death in Rowan County, both being higher than the state, the adoption of a healthier lifestyle will continue to be a major focus for the RCHD.

- The top four causes of death in Rowan County – cancer, heart disease, stroke and chronic respiratory disease – are all affected by health behaviors.
- One in four residents surveyed reported that they smoke cigarettes or use a tobacco product daily. Sixty-five percent reported they support a tobacco-free policy for the County. Smoking is the leading cause of preventable death in the United States.
- Nearly 1 in 10 of the survey respondents reported having cut or skipped meals or sought reduced cost community meals because there wasn't enough money for food.

In order to address these conditions, the Rowan County Health Department partnered with various organizations including: Healthy Rowan, Smart Start Rowan, the Community Care Clinic of Rowan County, the WIC program, local childcare providers, and primary care providers within the county to develop programs and increase capacity to encourage physical activity and healthy eating.



## Priority: Healthy Lifestyle Behaviors – Nutrition and Physical Activity



Adventure Rowan  
An ARCHES Program

### Adventure Rowan

**Program Description:** Clinical-Community linkage program that connects patients ages 5 – 11 years from Salisbury Pediatrics in the 95<sup>th</sup> percentile of height/weight to a program run by Salisbury Parks and Recreation, Healthy Rowan, and the YMCA.

**Goal:** Patients to maintain or decrease BMI, maintain or decrease waist circumference, and have an improved quality of life and mental health/well-being by participating in at least 1 hour of physical activity and nutrition education each week.

**Outcomes:** in 2019, Adventure Rowan hosted 42 total sessions. On average, we had 9 patients, 7.6 parents, and 8 siblings participating each night of the program. Of the 28 participants, we have additional data on, 89.3% had obesity class 1, 2, or 3 with 50% having severe obesity; a little over half were female, and 70% were Hispanic, whereas 30% were African American.

From the **Duke Center for Childhood Obesity Research ARCHES team**, who served as the project and evaluation lead:

- Great referrals: 38 for cohort 1 and 57 for cohort 2
- Outstanding uptake: 40% attended once (for this type of program, we usually see closer to 25%)
- Very high participation: 66% came more than once (also usually 25%)
- Meeting the US Preventative Task Force recommendations: 73% of those who attended, 29% of all referrals
- Moreover, we saw a statistically significant increase in quality of life and positive self-attributes from patients.



### Exercise is Medicine

**Program Description:** Exercise is Medicine (EIM) is a global initiative launched in 2007 by the American Medical Association and the American College of Sports Medicine (ACSM). EIM is committed to the belief that exercise and physical activity (PA) are integral to the prevention and treatment of chronic disease. The EIM Solution encourages primary care providers to include PA when designing treatment plans for their patients.

**Goal:** Healthy Rowan's EIM initiative aims to increase the number of people with access to opportunities for chronic disease prevention, risk reduction, or management through clinical and community linkages.

**Location:** Community Care Clinic of Rowan County, a non-profit free clinic began in September 2018 and RCHD was added in 2019

**Data:** Healthy Rowan developed a physical activity inventory handout that goes along with the prescription to refer patients to local resources. Resources include Daily Mile tracks, the local YMCA, Salisbury Parks and Recreation, Rufty-Holmes Center, and the Salisbury Greenway trail. This piece is essential to recognizing that patients at the community's free clinic cannot afford expensive gym memberships, along with recognizing the benefit of simply walking more each day.

For December 2019, our data shows for the Community Care Clinic only:

- Total number of patients recorded "PAVS – Physical Activity Vital Sign": 937 patients
- Total number of PAVS where patient is doing no exercise: 412 patients
- Total number of PAVS where patient is not meeting guideline of 150 minutes of activity/week: 844 patients
- Number of RX written: 911 prescriptions



### Go NAP SACC

The NAPSACC (Nutritional and Physical Self-Assessment in Childcare) program will work with child care centers and homes to improve nutritional quality of food served, amount and quality of physical activity, staff-child interactions, and center nutrition and physical activity policy. This service will be delivered through on-site consultation visits at the convenience of the center staff, either during the day or evening. Each facility will assess its current program and plan its intervention strategies.

**Data:** At the end of 2019, Go NAPSACC provided support and education for 107 direct teaching staff employed at the ten child care facilities and provided opportunity for physical activity and healthier eating for 746 children enrolled at those facilities. In addition, staff completed over 18 workshops with parents and staff exploring the impact of unhealthy eating on brain development and the effects of junk food on the health of children. Each year staff plan to add 10 more childcare sites and work to improve the environments to promote active play for children aged 0 – 5 years.

**Partners:** Smart Start Rowan funds this program and our Go NAPSACC coordinator position as it aligns with their goal of supporting all children to have a healthy start.

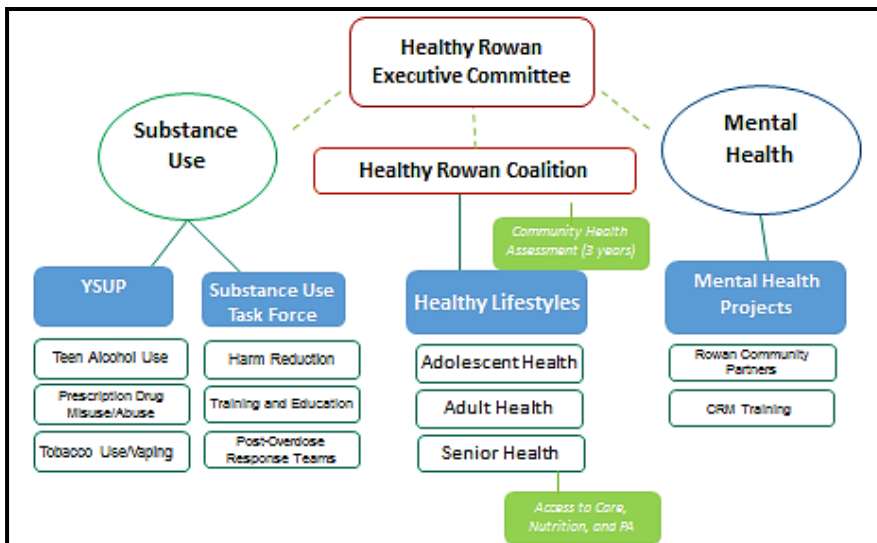
## Healthy Lifestyle Behaviors and Community Collaboration

Community Health Improvement Plan Summary for Healthy Lifestyles		Baseline (2018)	Current* (2019)
Physical Activity	Increase the number of providers participating in Exercise is Medicine by 5 providers by 2021.	1	3
	Increase the number of exercise prescriptions by 10% by 2021.	165 Rx	911 Rx
Both PA & Nutrition	Increase the number of enrolled participants in the ARCHES program by 5% by 2021.	13 patients	20 patients
Nutrition	To increase the number of child care centers enrolled in the NAP SACC program by 6 by 2022.	10 sites	13 sites
	To increase the number of WIC and Senior vouchers being redeemed at the Salisbury Rowan Farmers' Market by 3% by 2022.	1,154	728
Tobacco-related	Increase the adoption of tobacco-free or smoke-free parks, grounds and/or buildings by 2022.	8 municipalities	8 municipalities
	To decrease the number of adolescents using tobacco products in Rowan County by 3% by the year 2020.	-	15%
	To decrease the number of reported smokers in Rowan County to 19% by the year 2020.	19%	19%

**Note:** The data presented above is reported directly from program/project sources, or the County Health Rankings website. Data will continue to be collected as measures may not show the whole picture. For example, the "reported smokers" data point may not include youth who are using JUULS or vaping, as common misconception is a person would not be "smoking" by using these products. RCHD continues to partner with our local Drug Free Communities coalition, Rowan Youth Substance Use Prevention (YSUP!) and local school system, Rowan-Salisbury School District, for additional data related to teen/youth substance use.

## Healthy Rowan – Community Coalition

RCHD recognizes that the work highlighted in the SOTCH represents the collective impact of all agencies working together to produce positive outcomes for Rowan County. In 2019, the Healthy Rowan community coalition has a strong partnership with the RCHD as it represents the communities' voice in seeking to improve the priority areas identified within the Community Health Assessment.



Healthy Rowan works to address community needs by simultaneously advancing health in all policies and environments that support healthy choices, and by engaging individuals through outreach and education. The team collaborates with community stakeholders to plan and implement and institutionalize evidence-based interventions geared toward improving health outcomes.

Healthy Rowan receives support from The Duke Endowment's Healthy People, Healthy Carolinas grant project.



## New Initiatives and Emerging Issues

### Communicable Disease

Communicable diseases are infectious diseases that are spread from person to person – such as E. coli, Influenza, gonorrhea, or chickenpox – or from animals to people, like rabies. Rowan County Public Health prevents the spread of infectious diseases through disease surveillance, community education, outbreak response, and by providing recommendations to control or manage the spread of communicable diseases. These also include Hepatitis C, transmitted through blood transfusions or needles, and HIV and other sexually transmitted infections and diseases, which have several means of transmission.

<b>Table 1. Communicable Data available for 2019</b>	<b>Rowan</b>	<b>NC</b>
<b>Communicable Disease</b>		
Pertussis (Whooping Cough)	2 cases	385 cases
Tuberculosis – rate per 100,000	1.4	1.9
<b>Sexually Transmitted-Infection* - Newly diagnosed Annual Rates</b>		
Chlamydia	<b>673.2</b>	643.0
Gonorrhea	<b>244.9</b>	227.2
Syphilis – Early, Primary, Secondary, Late, or Unknown Duration	20.5	28.8
Hepatitis C – newly reported chronic Hep C, annual rates	<b>164.2</b>	157.9
HIV – newly diagnosed, average rate 2016 - 2018	13.3	15.1
AIDS – newly diagnosed, average rate 2016-2018	5.6	6.6

### Hepatitis C

Hepatitis C has seen an exponential increase in the cure rate due to new pharmaceutical and treatment options. However, treatment remains extremely expensive with the 8-week or 12-week regime costing upwards of \$80,000. Through a partnership, RCHD and Community Care Clinic of Rowan County (CCC) began working together to address the HepC crisis in Rowan County. The RCHD is able to provide screening and vaccines for HepA and HepB as part of regularly managed care. The CCC is able to work with pharmaceutical companies to secure HepC treatment options at a lower rate due to the nature of the clients being served. This has led to several patients reaching “cured” status – a huge win for citizens and a huge win for the community. Patient results must be transmitted regularly so the physician is able to decide the appropriate, safe, and best treatment option. Both agencies are appreciative of the organization and coordination needed to help patients receive the highest level of care.

### Teen Pregnancy and STI/STDs

Chlamydia and Gonorrhea rates in Rowan County are concerning due to the significant infection rate in comparison to neighboring counties and the US as a whole. In addition, Teen Pregnancy rates, while improving, show a significant disparity among racial ethnic groups and by location. RCHD will explore opportunities for grant work and partnerships to address these concerning statistics.

**Table 2.** Average Teenage Pregnancy Rates per 1,000 by race in targeted counties and North Carolina, 2013-2017

<b>Race/Ethnicity</b>	<b>North Carolina</b>	<b>Cabarrus</b>	<b>Rowan</b>
Black	41.7	35.5	<b>53.1</b>
White	21.3	17.8	<b>28.8</b>
Hispanic	50.4	<b>50.5</b>	<b>69.2</b>

<b>STI Rate 2018</b>	<b>United States</b>		<b>Cabarrus</b>		<b>Rowan</b>	
<b>Incidence per 100,000</b>	<b>All</b>	<b>Youth</b>	<b>All</b>	<b>Youth</b>	<b>All</b>	<b>Youth</b>
Chlamydia	539.9	2,110.6	537.04	1,769.9	<b>673.2</b>	<b>2,364.4</b>
Gonorrhea	179.1	432.4	154.25	302.1	<b>244.9</b>	<b>491.6</b>
Syphilis	11.8	7.7	4.73	4.7	4.96	0
HIV	11.4	8.0	8.8	<b>14.2</b>	10.9	7.8

**Table 3.** STIs by county and the U.S., 2016-2018; rates by total population (all ages) and by youth

### Coronavirus – CoVID19 (Co – corona, VI – virus, D – disease, 19 – 2019) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

The largest concern for public health in late 2019 and early 2020 was the novel coronavirus leading to the disease of COVID-19. The World Health Organization (WHO) characterized COVID-19 as a pandemic on March 11, 2020. COVID-19 quickly became the leading cause of death for all Americans during the time period of the disease. The RCHD serves as the lead agency, alongside Rowan Emergency Management, for initiating the Public Health Command Center (PHCC). The PHCC works to promote messages of prevention, helps mitigate outbreaks for vulnerable populations, and serves as the conduit through which information disseminates from the North Carolina Department of Health and Human services to communities. We expect to report additional information as we see how COVID-19 impacts our community, North Carolina, and the United States.

## Healthy North Carolina 2030 Alignment

In early 2020, the N.C. Institute of Medicine's Healthy North Carolina 2030 Task Force released the Healthy North Carolina 2030 project report. The report sets goals that it says should be "a health plan for the whole state," with factors included that are "traditionally outside of the sphere of public health." Since 1990, North Carolina has set 10-year goals for health in the state. These goals are used to determine priorities for action to improve population health for the coming decade. The Healthy North Carolina 2030 report identified 21 indicators to guide population health improvement work over the next decade. The framework for this process aligns with the [County Health Rankings model](#) of population health, which identifies the many drivers of health outcomes:

- Physical environment – air and water quality; housing; transit
- Social and economic factors – education; employment; income; family and social support; community safety
- Health behaviors – tobacco use; diet and exercise; alcohol and drug use; sexual activity
- Clinical care – access to care; quality of care

Rowan County will be monitoring these indicators each year and reporting on progress made to the public. As we explore non-traditional measures of health, we are excited to utilize Healthy Rowan, our community coalition, and the Collective Impact framework to ensure that all organizations understand what we are working towards. These organizations cannot do it alone and require all citizens to look at their own health and the health of the community.

HNC 2030 Category	Rowan CHA	Health Indicator	Rowan-Current	NC-Current	NC Goal for 2030
Social and Economic Factors	Vital Condition	Individuals below 200% of FPL	16.8%	36.8%	27%
	Vital Condition	Unemployment Rate	3.90%	7.20%	*reduce disparity
		Short-term Suspension	2.15	1.39	0.8
		Incarceration Rate	372	341	150
	Mental Health	Adverse Childhood Experiences	25.5%	23.6%	18.0%
	Vital Condition	Third Grade Reading Proficiency	51.0%	56.8%	80.0%
Environmental	Healthy Lifestyles	Access to Exercise Opportunities	77%	73%	92%
		Improve Access to Healthy Foods	11%	7%	5%
	Vital Condition	Improve Housing Quality	15%	16.1%	14.0%
Health Behaviors	Substance Use	Decrease Drug Overdose Deaths	36	20.4	18
	Healthy Lifestyles	Decrease Tobacco Use - Youth	15%	19.7%	9.0%
		Decrease Tobacco Use - Adult	23.5%	23.8%	15.0%
	Substance Use	Excessive Drinking	17%	16.9%	12.0%
	Healthy Lifestyles	Sugar Sweetened Beverages - Youth		33.6%	17.0%
		Sugar Sweetened Beverages - Adult		34.2%	20.0%
		HIV Diagnosis Rate	17	13.9	6.0
Clinical Care		Teen Birth Rate	22.1	18.7	10
	Vital Condition	Uninsured Rate	13%	13%	8%
		Primary Care Workforce	1:1,500	1:1,500	25% decrease
		Improve % of Women Who Receive Pregnancy-related Health Care	62.30%	68%	80%
	Mental Health	Suicide Rate	18.2	13.8	11.1
Health Outcomes		Decrease Infant Mortality	7.5	6.8	6.0
		Increase Life Expectancy	75.3 years	78 years	82 years

Rowan County Health Department is proud to serve our community and to improve the health and lifestyles of our citizens.

If you'd like more information on any of these issues in this report, please feel free to contact us at:

Phone: 704-216-8828 or find us online at: <https://www.rowancountync.gov/256/Health-Department>



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** July 8, 2020  
**SUBJECT:** Updates on the Coronavirus Relief Fund (CRF) and Discussion Regarding Creating a Temporary Grants Manager/Accountant Funded by the CRF

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
No Attachments Available		

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** July 6, 2020  
**SUBJECT:** Selection of NC Association of County Commissioners Voting Delegate

---

The NCACC 113<sup>th</sup> Annual Conference Business Session will be held by **virtual** platform on **Thursday, August 6, at 11 a.m.** Each county will be entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

In order to facilitate the voting process, the NCACC asks that each county designate one voting delegate *(and also may assign one alternate voting delegate)* prior to Annual Conference using the attached Designation of Voting Delegate form.

**Please note that voting will take place via an electronic format and more information will follow regarding this process as the date of the Business Session gets closer.**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Designation of Voting Delegate	7/6/2020	Cover Memo



## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 113<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held during the **virtual\*** Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: \_\_\_\_\_

Title: \_\_\_\_\_

In the event the designated voting delegate is unable to attend, \_\_\_\_\_ has been selected as \_\_\_\_\_ County's alternate voting delegate.

Alternate Voting Delegate Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by **Monday, August 3, 2020** close of business:

Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)

**\*Please note – due to the COVID-19 pandemic, the 113<sup>th</sup> NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.**

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** July 6, 2020  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

July Appointments

**Upload Date**

7/7/2020

**Type**

Cover Memo

## **MONTHLY BOARD APPOINTMENTS**

**July 13, 2020**

### **COMMISSION MEETING**

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#### **AIRPORT ADVISORY BOARD**

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

Five (5) applications were received from the following:

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

#### **BOARD OF SOCIAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Airport Advisory Board Board

Name	Date	Boards	Address	Contact	Status
Don Kirk Beatty	6/10/2020	Airport Advisory Board BoC Meeting	3555 Bear Poplar Road Mount Ulla, NC 28125-8651  <b>Resident:</b> Yes <b>Ward/District:</b> West Rowan	<b>Phone:</b> 704-202-9335 <b>Email:</b> kirkbeatty@datatechis.com	Validated
Mark Comer	7/5/2020	Airport Advisory Board BoC Meeting	1012 Fairway Drive Kannapolis, NC 28081  <b>Resident:</b> Yes	<b>Phone:</b> 704-925-1663 <b>Cell Phone:</b> 704-968-6989 <b>Email:</b> mtcomer1@bellsouth.net	Validated
Member Brian Keith Fox	8/9/2019	Airport Advisory Board BoC Meeting	137 Browns Farm Rd, Salisbury, NC 28147  <b>Resident:</b> Yes	<b>Email:</b> flyingforfreedomusa@gmail.com	Validated
Dr. Andrew James Smith	6/15/2020	Airport Advisory Board BoC Meeting		<b>Email:</b> smitaj08@gmail.com	Validated
Mr Brad Walser	6/21/2020	Airport Advisory Board BoC Meeting	15 Dogwood Rd Salisbury, NC 28144  <b>Resident:</b> Yes	<b>Phone:</b> 704-870-7616 <b>Email:</b> brad@wtechgroup.com	Validated

## East Gold Hill Volunteer Fire Department Fire Commissioners Board

Name	Date	Boards	Address	Contact	Status
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Thomas Ray Choat	6/22/2020	East Gold Hill Volunteer Fire Department Fire Commissioners BoC Meeting	1625 Gin Rd. P.O. box 1087 Rockwell, N.C 28138 Gold Hill, NC 28071	<b>Phone:</b> 704-279-3071 <b>Email:</b> raychoat@yahoo.com	Validated
Ralph Eugene Earnhardt	6/22/2020	East Gold Hill Volunteer Fire Department Fire Commissioners BoC Meeting	1325 old U S 80 Hwy Gold Hill, NC 28071  <b>Resident:</b> Yes	<b>Phone:</b> 704-279-7897 <b>Email:</b> 0719earnhardt@gmail.com	Validated

## Granite Quarry Planning Board - ETJ Board

Name	Date	Boards	Address	Contact	Status
Ronald Jacobs	7/7/2020	Granite Quarry Planning Board - ETJ BoC Meeting	916 N. Main GQ Street Salisbury, NC 28146  <b>Resident:</b> Yes	<b>Phone:</b> 704-363-6769 <b>Email:</b> rjacobs@lewismarketinginc.com	Validated

## Home and Community Care Block Grant Advisory Committee Board

Name	Date	Boards	Address	Contact	Status
Nan Buehrer	7/7/2020	Home and Community Care Block Grant Advisory Committee BoC Meeting	1120 S. Martin Luther King Jr Ave. Salisbury, NC 28144	<b>Phone:</b> 704-216-7715 <b>Email:</b> director@ruftyholmes.org	Validated
Donna Fayko	7/7/2020	Home and Community Care Block Grant Advisory Committee BoC Meeting	18738 Floyd Ct Davidson, NC 28036	<b>Phone:</b> 704-216-8422 <b>Cell Phone:</b> 704-650-4574 <b>Email:</b> donna.fayko@rowancountync.gov	Validated
MS Cindy Brown Fink	7/7/2020	Home and Community Care Block Grant Advisory Committee BoC Meeting	105 Yorkshire Dr. Salisbury, NC 28144  <b>Resident:</b> Yes	<b>Phone:</b> 9196917323 <b>Cell Phone:</b> 9196917323 <b>Email:</b> cindybfink@gmail.com	Validated

Margaret (Peggy) Price	6/5/2020	Home and Community Care Block Grant Advisory Committee <a href="#">BoC Meeting</a>	101 Carriage Lane Salisbury, NC 28146	<b>Phone:</b> 704-639-5090 <b>Email:</b> priceg12@yahoo.com	<a href="#">Validated</a>
Valerie Steele	7/7/2020	Home and Community Care Block Grant Advisory Committee <a href="#">BoC Meeting</a>	3670 Airport Loop Salisbury, NC 28147	<b>Phone:</b> 704-216-7753 <b>Cell</b> 704-239-1434 <b>Phone:</b> <b>Email:</b> valerie.steele@rowancountync.gov	<a href="#">Validated</a>
			<b>Resident:</b> Yes		
			<b>Resident:</b> Yes		

## Juvenile Crime Prevention Council Board

Name	Date	Boards	Address	Contact	Status
Don Bringle	6/12/2020	Juvenile Crime Prevention Council <a href="#">BoC Meeting</a>	6800 Bringle Ferry Road Salisbury, NC 28147	<b>Phone:</b> 704-857-3341 <b>Email:</b> don.bringle@rowancountync.gov	<a href="#">Validated</a>
Mr. Andrew Ray Deal	7/2/2020	Juvenile Crime Prevention Council <a href="#">BoC Meeting</a>	356 Whisper Drive China Grove, NC 28023	<b>Phone:</b> 7047958985 <b>Email:</b> srodeal@gmail.com	<a href="#">Validated</a>
			<b>Resident:</b> Yes		
			<b>Ward/District:</b> Locke		
Mrs, Alisa Russell	5/27/2020	Juvenile Crime Prevention Council <a href="#">BoC Meeting</a>	P.O. Box 165 210 Pinetree Drive East Spencer, NC 28039	<b>Phone:</b> 704-619-2844 <b>Email:</b> arussell-cssi@carolina.rr.com	<a href="#">Validated</a>

## Locke Volunteer Fire Department Fire Commissioners Board

Name	Date	Boards	Address	Contact	Status
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Bill Hamrick	6/24/2020	Locke Volunteer Fire Department Fire Commissioners <div>BoC Meeting</div>	4003 Mooresville Rd Salisbury, NC 28147	<b>Cell Phone:</b> 7042020325 <b>Email:</b> bill.hamrick@lockefire.com
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Validated

**Resident:** Yes

[Home](#) / [Manage Applications](#) / [Don Kirk Beatty](#)

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Application

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### Status

**Name**

Don Kirk Beatty

**Application Date**

6/10/2020

**Expiration Date**

6/10/2022

**Board Member**

Don Kirk Beatty

**Status**

Validated

**Board**

Airport Advisory Board

**Vacancies**

0

**Status**

BoC Meeting

### Basic Information

**Name**

Don Kirk Beatty

**Resume File**

[View / Download](#)

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Please see attached resume for experience and qualifications.

Am an active stakeholder of RUQ and am interested in the success of RUQ for all stakeholders. Feel RUQ can be an attractive jewel for all stakeholders and can bring opportunities.

Have lived in Rowan County since 1991.

Have been a RUQ active user and have had at least one aircraft located at RUQ since 1996.

Have had have Hangar 59 since built.

**Have you ever been convicted of a felony?**

No

**County of Residence**

ROWAN

## Contact Information

**Address**

3555 Bear Poplar Road  
Mount Ulla, NC 28125-8651

**Resident**

Yes

**Ward/District**

West Rowan

**Phone**

704-202-9335

**Email**

kirkbeatty@datatechis.com

## Occupation

**Employer**

Datatech Information Services, Inc.

**Occupation**

Entrepreneur

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D. Kirk Beatty, candidate for PhD, is an expert in leadership focusing on gender diversity in the corporate boardroom with a specific emphasis on the diversity of African American/Black women on corporate boards. Kirk brings over 35 years of professional and leadership experience. Roles have included executive leadership, board member and chair, and various roles related to Information Technology (IT) technical expertise and program/project management. A solutions-orientated executive with a record of success in globally provided services, Kirk is Founder, President, and CEO of Datatech Information Services, Inc., growing the company from a one-person entrepreneurial start-up to a 24-year plus successful Business Technology solutions provider. A record of success in a number of entrepreneurial initiatives and start-ups and has served with a variety of community organizations, councils, and non-profit and privately-held for-profit boards, Kirk invites and seeks additional corporate board opportunities.

## **BOARD EXPERIENCE**

- ArboVe, LLC, Charlotte, NC** **2019-Present**  
*Board Advisor*  
ArboVe is a spin-off from Datatech Information Services, Inc., and its *innovation incubator* to produce innovative, high protein, eco-friendly foods. Provide strategic and operational insights and expertise for the continued development and execution of the strategic plan to support sustainable, profitable growth for 2021 and beyond.
- UNC Charlotte Women in Business, Charlotte, NC** **2019-Present**  
*Board Member*  
The Women in Business initiative at UNC Charlotte's Belk College of Business promotes students in the role of professional women. Provide strategic insights and guidance for organizational initiatives.
- Dalian BiaUSoft Co., Ltd., Dalian City, Liaoning, China** **2013-Present**  
*Board Advisor*  
BiaUSoft is a software development firm providing services globally with a focus on China and the U.S. Provide strategic insights and guidance for initiatives to continue the realization of profitable and sustainable growth.
- YBLA Young Black Leadership Alliance, Charlotte, NC** **2016-2020**  
*Board of Directors*  
YBLA identifies, educates and develops young Black leaders to have a positive impact in their community and beyond. Provided strategic guidance during the transition from an all-volunteer, part-time organization to one with fulltime staff and a multi-million dollar budget. During tenure board nominated directors for and implemented the finance and audit committee, a governance committee, and annual external audits enhancing the ability to secure financial resources.
- The Sky Is The Limit Community Development Corporation, Charlotte, NC** **2016-2018**  
*Board of Directors*  
The organization focuses on the holistic needs of families and provides resources and services to empower individuals to achieve personal goals and function as successful citizens. Provided strategic guidance for the governance to carry out the organization's mission. Lead the initiative to develop the organization's Strategic Plan 2020.
- InnoView Solutions, Radford, VA** **2009-2012**  
*Board Advisor*  
InnoView is a consulting firm providing efficient engineering solutions. During start-up served in a Chief Technology Officer capacity providing strategic leadership for the alignment of business strategy with technological capabilities.
- Rowan Airport Association, Salisbury, NC** **2009-2010**  
*Chair*  
The association sought effective policy for users of the Rowan County Airport. Voted by organizing members to serve as chair. Led organizing activities to partner with the county commission and airport management for an innovative, entrepreneurial, enterprise friendly environment to benefit the Rowan County citizenship and airport stakeholders.
- Pines Recreation Club, China Grove, NC** **2003-2005**  
*Board of Directors*  
2004–2005 Treasurer  
2003–2003 Budget Committee Chair  
Pines Recreation Club is a private recreational organization established in 1968 to serve western Rowan County, NC. As a board member provided strategic and operational oversight for organizational initiatives and operations.



**Milford Hills United Methodist Church Administrative Board, Salisbury, NC**

**2002-2004**

*Chair and Member of Finance Committee*

The administrative board is comprised of the chairs of the various church committees. Recruited to complete an unfinished term. As board chair led the committee chairs to carry out the church's vision and mission.

**CAREER EXPERIENCE**

**Datatech Information Services, Inc., Charlotte, NC**

**1996-Present**

*Founder & President/CEO*

Datatech is a provider of business technology solutions since 1996 and maintains a global offshore services capability. As Founder/President/CEO, ultimately responsible for all that is Datatech undertaking the operational and strategic responsibility to provide the leadership to grow a one-person entrepreneurial start-up into a viable sustainable business executing a vision of growing solutions, services, and capabilities.

**Adroite, Charlotte, NC**

**2019-Present**

*Founder*

To promote women in leadership and leadership overall, leveraging the French word for a skilled or skillful woman, founded Adroite as an advisory services firm. Provides customized, value added solutions to assist the boardroom, the C-suite, entrepreneurs and startups, and corporate leadership overall to realize maximum potential for personal success and organizational strategic initiatives for long-term profitability.

**Beatty Brothers Trucking, Inc., Charlotte, NC**

**2005-2010**

*Founder & President/CEO*

Beatty Brothers Trucking was spun-off from Datatech Information Services, Inc., as a provider of trucking services for the construction industry transporting asphalt, stone, sand, and dirt. Grew the organization from a one-truck operation to a provider of up to 16 plus trucks before stepping away from the day-to-day operations.

**Food Lion, Inc., Salisbury, NC**

**1991-1997**

Last served in a project management role overseeing projects from the user definition of need to implementation. Successfully executed a number of projects and solutions supporting strategic initiatives.

**Tyson Foods Holly Farms Fresh Retail Division (formerly Holly Farms), Wilkesboro, NC**

**1989-1991**

Joining the company initially as a programmer/analyst, last served in a project lead role directing a team in the design, development, and implementation of new systems. Successfully executed projects and solutions supporting strategic initiatives. Assisted in the Holly Farms to Tyson Foods transition.

**American Express Health Systems Group (formerly System Associates, Inc.), Charlotte, NC**

**1987-1989**

Responsibilities included customer support for the Medical Records and Patient Financial modules of SAINT hospital systems. Successfully executed solutions supporting both clients providing healthcare and internal strategic initiatives.

**Duke Power Company, McGuire Nuclear Station, Cornelius, NC**

**1985-1987**

Served in a part-time and fulltime position during undergraduate school designing and implementing applications to assist reactor engineers and develop applications to assist with employee training and qualifications.

**EDUCATION**

**North Carolina Agriculture and Technical State University, Greensboro, NC**

**2016-Present**

*Doctor of Philosophy, Leadership Studies*

Area of Focus: Woman in Leadership and Ethnic Gender Diversity on Corporate Boards

Dissertation: An Exploration of the Path for African American Women to and the Diversification of the Corporate Boardroom (expected completion 2020)

**University of North Carolina at Charlotte, Charlotte, NC**

**2007-2010**

*Master of Business Administration, Global Business*

**University of North Carolina at Charlotte, Charlotte, NC**

**1983-1987**

*Bachelor of Science, Computer Science, with minor in Business, graduated Cum Laude*



## **CIVIC ACTIVITIES**

### **UNC Charlotte Belk College of Business**

2016-2017 Alumni Awards Committee

2013-2017 Alumni Council

### **Veterans Airlift Command, St. Louis Park, MN**

2015-2018 Volunteer Pilot

### **Apparo, Charlotte, NC**

2015-2017 IT Coaching Committee

2014-2017 IT Coach

### **Mount Ulla Lions Club, Mount Ulla, NC**

2005-2006 President

2004-2005 1<sup>st</sup> Vice President

### **Milford Hills United Methodist Church, Salisbury, NC**

2009–2010 Member of Staff-Parish Committee

1999–2000 Board of Trustees

## **AVIATION QUALIFICATIONS**

### **FAA Commercial Pilot and Instructor certificates with the following ratings:**

- Airplane Single Engine Land
- Airplane Multiengine Land
- Instrument Airplane
- Advance Ground Instructor

## **AWARDS**

2017 Alumni Council Emeritus Award, UNC Charlotte Belk College of Business

2015 Outstanding Alumni Advocate, UNC Charlotte Belk College of Business, in recognition of consistent volunteer leadership, service, and participation in the council and alumni network activities

## **CONFERENCE PRESENTATIONS**

1. Beatty, D. K. (2019, October). An exploration of the path and obstacles for African American women to and the diversification of the corporate boardroom. Poster session presented at the Department of Leadership Studies and Adult Education at North Carolina Agricultural and Technical State University 5th Annual Contemporary Issues in Transformative & Innovative (CITI) Leadership Conference, Greensboro, NC.
2. Beatty, D. K. (2019, October). The new colonialism: China and the U.S. in Africa. Paper presented at the Department of Leadership Studies and Adult Education at North Carolina Agricultural and Technical State University 5th Annual Contemporary Issues in Transformative & Innovative (CITI) Leadership Conference, Greensboro, NC.

Home / Manage Applications / Mark Comer

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## Status

**Name**

Mark Comer

**Application Date**

7/5/2020

**Expiration Date**

7/5/2022

**Board Member**

Mark Comer

**Status**

Validated

Board	Vacancies	Status
Airport Advisory Board	2	BoC Meeting

## Basic Information

**Name**

Mark Comer

**Resume File**

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**Business/Civic Experience and why you feel you are qualified for this appointment:**

Owner of several successful businesses. Many years of government experience on aviation policies for air traffic, commercial airlines and local aviation issues . Former volunteer for food pantry, current member of American Legion, former Kannapolis Board of Adjustment member and advocate for intellectually disabled individuals.

Please see resume for detailed information.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

**Request for Waiver of Term Limits**

No

## Contact Information

**Address**

1012 Fairway Drive  
Kannapolis, NC 28081

**Resident**

Yes

**Phone**

704-925-1663

**Cell Phone**

704-968-6989

**Email**

mtcomer1@bellsouth.net

## Occupation

**Employer**

SAIC, Science Applications International Corporation

**Occupation**

Remote Pilot Operator for Air Traffic Training

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# Mark A. Comer

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P.O. Box 1407, Kannapolis, NC 28082 | 704-968-6989 | mtcomer1@bellsouth.net

## Objective

Seeking position as Rowan County Airport Advisory Board member, utilizing extensive government/business management, staff support, supervision and terminal air traffic control experience with exceptionally strong problem solving, training, quality control, airspace/procedures, federal policy, security and project management experience.

## Education

- Major: B.S. Business Administration, University of North Carolina Greensboro. Completion of degree ongoing.
- Associate of Arts in General Studies Degree, University of Maryland College Park, 1986
- Associate of Applied Science Degree, Community College of the Air Force, 1986

## Skills & Abilities

### MANAGEMENT

- Directed, guided, and assisted a highly technical staff of seven Federal Aviation Administration (FAA) Staff Support Specialists and nine Contract Specialists at Charlotte Air Traffic Control (CLT ATCT) facility, a Level 12 Air Traffic Control Radar and Towered facility.
- Collaborated, planned, and coordinated all training within CLT ATCT.
- Successfully managed and implemented multiple FAA NextGen modernization projects.
- Provided daily oversight of CLT ATCT Quality Control functions.
- Organized and collaborated on the initiation, development and implementation of CLT ATCT Airspace and Procedure activities.
- Coordinated with FAA Headquarters/Service Area/District management, NATCA partners, Technical Operations personnel, Charlotte-Douglas International Airport, American Airlines, tenant airline/airport stakeholders, Charlotte Fire Department, and TSA on all issues which did or may have affected the ability to perform air traffic services and related security matters.
- Provided exceptional customer service to American Airlines leadership, Charlotte-Douglas International Airport personnel, FAA internal and external facility personnel.
- Conducted annual performance reviews for all FAA personnel and contract employees assigned to me.
- Provided hands-on daily supervision for an air traffic control facility within the most complex air traffic control system in the world.

### COMMUNICATION

- Communicated effectively with FAA Headquarters, Regional Operations Service Group, District Management, Facility Operation and Front-Line Managers, Air Traffic Control Specialists, airport management, military, fire department, pilot community and other stakeholders.
- Worked with employees and external customers in resolving any issues which impeded the ability to successfully achieve the goals of the FAA and airport stakeholders.
- Established and maintained working relationships across multiple disciplines, organizations, government agencies, private businesses, and corporations to facilitate the success of fiscal and long-term objectives.



## LEADERSHIP

- As Support Manager for the 7<sup>th</sup> busiest Air Traffic Control Tower (ATCT) in the world, I recognized effective management required the ability to have all individuals work together as team members.
- Established motivated and competent project teams with common and clearly defined objectives.
- As the only Support Manager within a Level 12 FAA Air Traffic facility, I was able to form a coalition of stakeholders, union representatives and FAA employees on NextGen and Metroplex projects. All projects were implemented as scheduled.
- CLT ATCT FAA Management Lead, being tasked with scheduling, convening, and conducting monthly and ad-hoc stakeholder meetings with FAA personnel, NATCA representatives, Charlotte-Douglas International Airport Senior Management/Field Operations, American Airlines Senior Management, airport tenants, and military officials.
- Coached and mentored FAA employees on upward mobility and assisted in achieving their career goals.
- Made daily operational and security decisions for Charlotte Air Traffic Control Tower.
- Can resolve conflicts through compromise and dialogue without diminishing organizational goals/objectives.

## Experience

### GOVERNMENT

- SAIC: FAA Contractor July 2020- Present. Remote Pilot Operator (RPO) services for air traffic control training at CLT ATCT.
- Washington Consulting Group (WCG): FAA Contractor March 2020- July2020. Remote Pilot Operator (RPO) services for air traffic control training at CLT ATCT. Contract services were transferred to SAIC July 2020.
- Salisbury, NC Police Department: Parking Control Specialist, August 2019-February 2020
- Leidos Corporation: Quality Control Specialist, FAA Eastern Service Area (ESA) Quality Control Group August 06, 2018-December 07, 2018. (Resigned from the position because of weekly lengthy commute from Kannapolis, NC to FAA ESA Headquarters in College Park, GA.).
- Federal Aviation Administration: Support Manager, CLT ATCT, August 2015-September 2017 (retired). Managed all Quality Control, Training, Plans and Procedures, Policy, Security and Operational Oversight functions.
- Federal Aviation Administration: Staff Specialist with extensive experience in Quality Control, Plans and Procedures, Federal Policy, Training, Building Security, Contingency Planning, Aviation Community Outreach, Equipment Capabilities and Airport Capacity. CLT ATCT, January 2011-September 2015
- Federal Aviation Administration: Front Line Manager, CLT ATCT, April 2009-January 2011
- Federal Aviation Administration: Traffic Management Coordinator, CLT ATCT, January 2001-December 2003
- Federal Aviation Administration: Air Traffic Control Specialist, Charlotte Douglas International Airport, (CLT), December 1995-April 2009
- Federal Aviation Administration: Air Traffic Control Specialist, Raleigh-Durham International Airport (RDU), June 1993-December 1995
- Federal Aviation Administration: Air Traffic Control Specialist, Louisville-International Airport (SDF)t, Louisville, KY. October 1990-June 1993
- Federal Aviation Administration: Front Line Manager, Treasure Coast International Airport (FPR), Fort Pierce, FL airport, January 1990-April 1990
- Federal Aviation Administration: Air Traffic Control Specialist, Treasure Coast International Airport, (FPR), September 1989-October 1990
- Federal Aviation Administration: Air Traffic Control Specialist, Norman Y. Mineta San Jose International Airport (SJC), April 1987-April 1989

- Federal Aviation Administration: Mike Monroney Aeronautical Center, Air Traffic Control School, Oklahoma City, OK. (Honor Graduate) January 1987-April 1987
- United States Air Force: Air Traffic Control Specialist, February 1983-November 1986, Honorable Discharge.

## **BUSINESS**

- Owner of MACAV LLC (Aircraft Leasing Company): June 2002-December 2005. Leased three Piper Cherokee Six aircraft to Race City Aviation for aviation cargo operations.
- Owner of Flagship Management Services Incorporated: April 1997-May 2000. Provided floor maintenance for twenty-two Walmart superstores in seven states.
- Owner of Superior Floor Maintenance: March 1994-December 1997. Provided floor maintenance service for all Kroger grocery stores in the Raleigh, Durham and Cary North Carolina area.

## **Community Service**

- Advocate for Intellectually Disabled individuals within the state of North Carolina. The primary focus being for legislative and judicial change to strengthen legal protections for victimized disabled citizens.
- Kannapolis, NC, Board of Adjustment, Board Member: July 2018-December 2018
- Former volunteer for food pantry service at Rowan Helping Ministries, Salisbury, N.C.
- Member of American Legion Post 115, Kannapolis, NC

## **References**

- Bill Whitford, Chief Pilot for Training, *flyexclusive*, Jet Charter, Kinston, NC, 980-721-2442
- Glenn Rivera, Quality Control Specialist, Leidos Corporation, 404-305-6813
- Chris Delnegro, former FAA Charlotte, NC (CLT ATCT) Air Traffic Manager, 678-895-8483
- Others upon request.

Home / Manage Applications / Member Brian Keith Fox

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### Status

**Name**

Member Brian Keith Fox

**Application Date**

8/9/2019

**Expiration Date**

8/9/2021

**Board Member**

Brian Keith Fox

**Status**

Validated

**Board**

Airport Advisory Board

**Vacancies**

0

**Status**

Pending

### Basic Information

**Name**

Member Brian Keith Fox

**Resume File**

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**Business/Civic Experience and why you feel you are qualified for this appointment:**

I am a Certified Light Sport Pilot and the President of Flying For Freedom USA. I have vast knowledge of all aspects of aviation to include the possible new rule changes in motion at the F.A.A. I have helped many mental and physically challenged Veterans overcome bumps in the road that life can throw at them. I have a certification in Anti Terrorism Force Protection from classes attended while serving a combat tour in Operation Iraqi Freedom. I am currently retired U.S. Marine with a pretty high disability rating as well.

**Have you ever been convicted of a felony?**

No



**County of Residence**

Rowan

## Contact Information

**Address**

137 Browns Farm Rd,  
Salisbury, NC 28147

**Resident**

Yes

**Email**

flyingforfreedomusa@gmail.com

## Occupation

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# Brian Fox

 brianfox843@gmail.com  
 (980) 330-2833  
 137 browns farm rd Salisbury, NC, 28147

## EDUCATION

### A.L. BROWN HIGH

Kannapolis, NC

High School Diploma (Jun 1994)

## ADDITIONAL SKILLS

Microsoft Office

Licensed Sport Pilot

A.T.F.P. (anti-terrorism force protection in the workplace)

## LICENSES AND CERTIFICATIONS

Licensed Sport Pilot

## PROFESSIONAL EXPERIENCE

### WARHOUSE LEAD

*Continental Structure Plastics, Salisbury, NC / Jul 2017 – Jul 2019*

- Lean Six Studies, 5S and, Accident Investigations, Warehouse operations using 5S and Lean principles, Optimizing material handling. Supervised daily warehouse operations for a high paced manufacturing operation.

### MAINTENANCE/ LEAD MACHINIST

*HBD/ Thermoid, Salisbury, NC / Nov 2010 – Jul 2017*

- Built parts as needed +/- .000 to .002 tolerance. Tool and die maker for rubber extruders to include chasing new thread and sleeve angle to match machine. Made custom shafts and cut key ways for the Manufacturing plant as needed. Fabricated and welded custom parts to keep day to day operations functional. Troubleshoot and repair Industrial equipment to include, electrical, pneumatical, hydraulic, conveyor equipment as needed,

### U.S. MARINE

*United States Marine Corps, Bensalem, PA / Nov 2002 – Nov 2010*

- Uphold and defend the constitution of the free people of the United States of America. Veteran of Operation Iraqi Freedom. Primary Marksmanship Instructor. MOUT Instructor (Military operations urban terrain). Supply Operations. Military Intelligence. ATFP certification (anti-terrorism force protection) Served active duty from 2002-2010

### OPERATIONS AND INSTALLATION MANAGER

*Waterpark Construction U.S./ Kids Play U.S., Bensalem, PA / Jun 1994 – Nov 2002*

- Managed all installations across the United States following strict NPSI standards (national playground safety institute). Directed all crews to maximize company performance. Designed and presented new playland ideas to company owner. Helped create new safety standards for all waterparks and playlands in the companies portfolio. Inspected final installations of all units built across the U.S.

## REFERENCES

References available upon request

Home / Manage Applications / Dr. Andrew James Smith

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Application

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## Status

**Name**  
Dr. Andrew James Smith

**Application Date**  
6/15/2020

**Expiration Date**  
6/15/2022

**Board Member**  
Andrew James Smith

**Status**  
Validated

Board	Vacancies	Status
Airport Advisory Board	2	BoC Meeting

## Basic Information

**Name**  
Dr. Andrew James Smith

**Resume File**  
View / Download

**Business/Civic Experience and why you feel you are qualified for this appointment:**  
Dear Airport Advisory Board,

Thank you for taking the time to consider me as a potential new member to the Airport Advisory Board. As both a community leader and pilot, I believe I am a good fit for the board. As a native of Rowan County, I grew up in our community and felt compelled to return to Rowan following my undergraduate and master's degrees at Wake Forest. Since that time, I have devoted myself to the children of Rowan County and served in many roles in the Rowan-Salisbury School System starting as a Biology Teacher at East Rowan High School and continuing through various roles as Director of Innovation, Chief Strategy Officer, and my current role as Assistant Superintendent of Transformation. During my time in Rowan, I have also been an active member in the community, serving in the following positions over the past ten years:

- Leadership Rowan - Class of 2020
- Rowan County United Way - Board Member & 2020-2021 County Campaign Chairman

- Rowan Partners for Education - Board Member
- North Carolina Technology in Education - Board Member and Conference Chair
- District Liaison to the Parent Teacher Association
- ApSeed Advisor - Early Childhood Literacy Foundation
- Junior Citivian Advisor

Additionally, I have been a private pilot for the past 5 years flying out of Rowan and Winston-Salem. I have experienced the renovations and expansion of both facilities over the years, and feel up to speed on the new direction of the airport. I am also particularly familiar with Rowan as my father-in-law, Ed Hinshaw, was the chief pilot for Food Lion for over 10 years. It was my experiences with flying at Rowan through my father-in-law that pushed me to fulfill a lifelong dream of becoming a private pilot.

In all, I believe my leadership experiences in strategy, innovation, and transformation, along with experience on multiple boards, paired with my experiences as a pilot could greatly benefit the airport's work moving forward. I would greatly appreciate the opportunity to continue to serve the people of Rowan County on the Airport Advisory Board.

Andrew J. Smith, Ed.D.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan County\* We are relocating from our home in Winston Salem and moving into our new house in Rowan on July 15, 2020.

## Contact Information

**Address**

**Email**

smitaj08@gmail.com

## Occupation

**Employer**

Rowan-Salisbury Schools

**Occupation**

Assistant Superintendent

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## CURRICULUM VITAE

Andrew J. Smith, Ed.D.  
457 Hartman Road  
Winston-Salem, NC 27127  
Mobile: (704) 239-6921

### EDUCATION:

**Johns Hopkins University** - Baltimore, Maryland May 2019  
Doctorate of Education  
Specialization - Entrepreneurial Leadership in Education

**Johns Hopkins University** - Baltimore, Maryland August 2013  
Graduate Certificate in Administration and Supervision  
International Society for Technology in Education Affiliation Cohort

**Wake Forest University** - Winston-Salem, North Carolina August 2009  
Master of Education  
Thesis Topic: Engagement Levels and Technology Integration

**Wake Forest University** - Winston-Salem, North Carolina May 2008  
Bachelor of Arts  
Major: Biology  
Minor: Secondary Education

### EXPERIENCE - K-12 PUBLIC EDUCATION:

**Rowan-Salisbury School System (20,000 Students)** July 2020 - Present  
Central Administration  
Salisbury, NC

#### *Assistant Superintendent of Transformation*

Provides leadership for schools and central office departments in the development of transformational practices, processes, and strategies to further Rowan-Salisbury School's mission and vision. Hires and evaluates members of the communication, resource development, and community relations departments. Provides leadership for the development, implementation, and evaluation of Renewal framework structures. Provides leadership for communication and marketing, community relations, district advancement, strategic partnerships, and resource development.

**Rowan-Salisbury School System (20,000 Students)** October 2016 - June 2020  
Central Administration  
Salisbury, NC

#### *Chief Strategy Officer*

Serves as the Chief Strategy Officer for the school district. Provides leadership and supervision for the staff of the Offices of Strategy, Marketing, and Communication. Assists the superintendent in developing, communicating, executing, and sustaining district strategic initiatives as well as fostering collaborative efforts with internal and external stakeholders. Provides direct support to the Board of Education and Superintendent, while also serving on the superintendent's senior leadership team. In

conjunction with senior leadership, developed the vision and implementation of the district's largest initiative - the Renewal School System legislation (House Bill 986), which provides one district in North Carolina with autonomy from some state education statutes and allows for charter school flexibilities. Serves as project manager of the Renewal School System and developed the district's implementation process, needs assessment process, and evaluation model components.

Developed the district's 2017-2020 strategic plan, which was approved by the Board of Education and implemented. This process included collaboration with internal and external stakeholders to develop executable strategies that aligned with district priorities and metrics for evaluation. Responsible for working with each department and school to develop innovative and executable strategies that align to the district's core values and directional system.

Responsible for developing and implementing internal and external strategies regarding the implementation of school consolidation/student reassignment and serves as an active member of the district's capital needs committee. Through the school consolidation process, developed and implemented community stakeholder communication, marketing, and meeting strategies.

Responsible for system-wide, organizational improvement. Developed and designed a new improvement process called Grand Rounding, which mimics the rounding process of hospitals. Facilitates the district's Grand Rounding process for continuous improvement, which includes visiting every school (34 schools) twice a year to gather data to inform the strategic plan and provide feedback to departmental and school-based administrators.

Created new, innovative professional development practices for educators. Created and implemented a district-wide, eight chapter, iBook for training all employees on all elements of the district's strategic plan and the RSS Mindset. Created, implemented, and manage the Educator's Playground, a procurement and PD strategies that allows educators to learn through play by experiencing the latest in ed-tech tools before purchasing them.

### **Rowan-Salisbury School System**

November 2013 - October 2016

Central Administration  
Salisbury, NC

#### *Director of Innovation*

Served as the district's Innovation Officer. Provided leadership and supervision for the staff of the Office of Innovation including 35 Instructional Technology Facilitators. Served on the Superintendent's cabinet, curriculum and instruction team, and digital conversion committee. Served as project manager for the district's 12 million dollar, 20,000 device, one-to-one technology transformation initiative which provided all students (K-12) with Apple devices for at school and at home use. Successfully negotiated a technology refresh cycle valued at 16 million dollars, including securing support and approval from the Board of Education as well as the Rowan County Commissioners. Collaborated with the Board of Education to create and adopt new policies regarding technology in schools that matched best practices in digital age learning. These new policies included social media, responsible use, student cell phone usage, internet safety, and digital citizenship.

Responsible for creating, implementing, and evaluating district-wide professional development for 3,000 employees. These innovative professional development strategies included Problem-based Learning (PBL) summer institutes, annual Back to School Conferences, annual Ed-Camps, bi-weekly Twitter chats, national conference attendance, and principal leadership development activities. Responsible for the creation, implementation, and management of the district's new "Center for Innovation" a professional development, research and development institute. This institute provides immersive and authentic learning experiences for teachers in a new 3,000 square foot state-of-the-art facility. Further this initiative allows educators to pilot innovative technologies in collaboration with businesses in a research and



development model. Responsible for the creation and implementation of the district's K-12 Digital Citizenship Curriculum. Teachers were convened to create a full K-12 digital citizenship curriculum, creating vertical and horizontal alignment of over 230 lessons for use with all 20,000 students.

Collaborated with senior leadership from Catawba College to establish and develop a STEM Graduate School Master's degree. This included developing a program framework as well as developing courses that contained the skills educators needed to teach STEM in a digital age. Through this program, teachers were provided free tuition as long as they agreed to work in Rowan-Salisbury Schools for four years.

Under my leadership, the district garnished multiple awards and recognitions for its technology initiative including being named consecutively, a top-ten district in educational technology nationally by the National School Board Association. Wrote and received numerous grants from both public and private entities to support innovative practices.

**North Carolina Virtual Public Schools (NCVPS)**  
Raleigh, NC

January 2011 - June 2013

*Online OCS Biology Instructor*

Instructed biology sections for students from high schools around North Carolina. Co-instructed and collaborated virtually with face-to-face EC educators to deliver biology curriculum to exceptional children through differentiated instruction methods that met the diverse needs of each EC student.

**Rowan-Salisbury School System**  
East Rowan High School  
Salisbury, NC

August 2009 - November 2013

*Biology and Forensics Instructor*

Prepared regular and honors level biology students for End-of-Course exams with yearly proficiency ratings greater than 90%. Wrote curriculum for new forensics course at East Rowan High School, as well as, facilitated construction of the district high school's forensic course curriculum. Served in several leadership positions including: school improvement team chair, department chair, and student teacher mentor program. Extracurricular duties included: assistant marching band director (3 years), assistant soccer coach (4 years) and Junior Civitan advisor (4 years).

## **EXPERIENCE - HIGHER EDUCATION:**

**Johns Hopkins University**  
School of Education  
Baltimore, MD

August 2019 - Present

*Adjunct Professor*

Instruct doctoral students in the online doctorate of education program in leadership development. Students in this course are prepared to navigate complex organizational structures through an understanding of power, politics, and policy.

Doctoral level course taught: ED 855.714 - Power, Politics, and Policy in Education  
Masters level course taught: ED 851.512 - Politics of Education

**Catawba College**  
Department of Education  
Salisbury, NC

June 2016 - August 2016

*Adjunct Professor*

Instructed graduate courses in instructional design, technology integration and STEM education. Students of these courses are prepared to use technology and STEM methodologies purposefully in their science and mathematics classrooms and understand technologies' inherent value in a globally competitive 21st Century environment.

Graduate level course taught: EDUC 5113 Advanced Technology Applications for Teachers I

**Wake Forest University**  
Department of Education  
Winston-Salem, NC

August 2011 - August 2014

*Adjunct Professor*

Instructed undergraduate and graduate courses in instructional design, assessment, methodology, professional development, and technology integration. Students of these courses are prepared to use technology purposefully in their future classrooms and understand technologies' inherent value in a globally competitive 21st Century environment.

Undergraduate level course taught: EDU 307 Technology in Education

Graduate level courses taught: EDU 717 Graduate Level Technology in Education, EDU 716 Professional Development Seminar, and EDU 764 Seminar in Curriculum and Instruction

**RESEARCH & SCHOLARSHIP:*****Publications, Appearances, and Featured Articles***

Smith, A.J. (2008). Students experience SMART Board through constructivist values. In L.P. McCoy (Ed.) Studies in teaching: 2008 research digest (pp 19-24), Winston-Salem, NC: Wake Forest University.

DVD Appearance: (May 2010) Larry Bell's 12 Powerful Words Campaign - Closing the Achievement Gap.

Entrsekt - ISTE Quarterly Journal (October 2015) - "How to Boost Buy-in for Transformational Learning Initiatives"

Entrsekt - ISTE Quarterly Journal (December 2015) - "Be the Change: The Role of Educators in Leading Transformation"

Entrsekt - ISTE Quarterly Journal (January 2017) - "What full-scale change looks like - and how to get there."

Empowered Learner - ISTE Journal (July 2018) - "A Delicate Balance - Exploring the Relationship Between Educators and Edtech Companies"

Empowered Learner - ISTE Journal (March 2019) - "Innovate, Iterate, Educate"

EdTech focus on K-12 - ISTE 2015: New Trends in Ed Tech Professional Development (June 2015)  
<https://edtechmagazine.com/k12/media/video/iste-2015-new-trends-ed-tech-professional-development>



ISTE Connects - Conquer ISTE as a Team (June 2015)

<https://www.iste.org/explore/articleDetail?articleid=432&category=ISTE-Connects-blog&article=>

ISTE Connects - No Internet at Home? Tap Into Your Community to Narrow the Digital Divide (July 2015)

<https://www.iste.org/explore/articleDetail?articleid=498&category=Lead-the-way&article=No+internet+at+home%3F+Tap+into+your+community+to+narrow+the+digital+divide>

ISTE Connects - Keep ISTE Going All Year (August 2015)

<https://www.iste.org/explore/articleDetail?articleid=503&category=ISTE-Connects-blog&article=Keep+ISTE+2015+going+all+year!>

ISTE Connects - Transforming With Tech? Get Everyone on Board (October 2015)

<https://www.iste.org/explore/articleDetail?articleid=566&category=Lead-the-way&article=>

THE Journal - Q&A with Digital Innovator Andrew Smith (May 2016)

<https://thejournal.com/articles/2016/05/10/q-and-a-with-innovator-andrew-smith.aspx>

EdTech focus on K-12 - ISTE 2016: Inside a Successful EdTech Professional Development Program

<https://edtechmagazine.com/k12/media/video/iste-2016-inside-successful-edtech-professional-development-program>

EdTech Magazine - Technology Starts with Professional Development and Training (June 2016)

<http://www.edtechmagazine.com/k12/article/2016/06/technology-starts-professional-development-and-training>

Tech & Learning - Digital Curriculum: Tech & Curriculum Leaders in Partnership (August 2016)

<http://www.techlearning.com/resources/0003/digital-curriculum-tech--curriculum-leaders-in-partnership/70179>

District Administration - Tech and Content TEAM UP (February 2017).

<https://www.districtadministration.com/article/tech-content-team>

EdWeek - EdWeek Market Brief – Use It or Lose It: School Schools' Spending Behavior in the Spring (March 2017)

<https://marketbrief.edweek.org/market-trends/use-lose-schools-spending-behavior-spring/>

EdWeek - District Leaders Offer Insights: What They Want From Companies at Conferences (April 2017)

<https://marketbrief.edweek.org/k12-insider/what-district-officials-want-from-vendors-ed-tech-conferences/>

EdWeek Market Brief - An Inside Scoop on What District Leaders Want From RFP Responses (August 2017). <https://marketbrief.edweek.org/k12-insider/inside-scoop-district-leaders-want-rfp-responses/>

ISTE Connect Learner - Edtech Playground: Helping Teachers Choose Better Tools (April 2018).

<https://www.iste.org/explore/articleDetail?articleid=2177>

ISTE Connected Learner - Teach Digital Citizenship All Year, Every Year (April 2018).

<https://www.iste.org/explore/articleDetail?articleid=2187>

EdNC – The Educators' Playground: Where Teachers and Tech Come Together (July 2018).

<https://www.ednc.org/2018/07/10/the-educators-playground-where-teachers-and-tech-come-together/>

EdSurge - The Ed-tech Buying Process is Broken. ISTE says Teachers can fix it (March 2019).

<https://www.edsurge.com/news/2019-03-12-the-edtech-buying-process-is-broken-iste-says-teachers-can-fix-it>

Digital Promise – Challenges and Solutions for Edtech Procurement: Part 1(May 2019).

<https://digitalpromise.org/2019/05/07/challenges-and-possible-solutions-for-edtech-procurement-part-1/>

Digital Promise – Challenges and Solutions for Edtech Procurement: Part 2 (July 2019).

<https://digitalpromise.org/2019/07/09/challenges-facing-edtech-procurement-and-possible-solutions-part-2/>

### ***Conference and Keynote Presentations***

#### *Prior to 2012*

Conference presentations include: North Carolina Educational Technology Conference, Texas Instruments T3 Conference, North Carolina Technology in Education Society Conference, International Society for Technology in Education Conference.

#### *2012-Present*

Emerging Teacher Leader Network Conference (January 2012) Winston Salem, NC. (Keynote Address)  
Focus on beginning teachers, leadership, and advancement in the field of education.

North Carolina Technology in Education Society Conference (March 2012) Raleigh, NC. You be the Director: Student Models of iMovie Creation in the Classroom.

Computer Using Educators Conference (March 2012) Palm Springs, CA. Using iMovie in the Classroom to Create Movie Trailers that Reach Upper Level Bloom's.

International Society for Technology in Education Conference (June 2012) San Diego, CA. Effective Models of Promethean Board (Interactive Whiteboard) use in the classroom.

North Carolina Science Teacher Association Conference (November 2012) Winston Salem, NC. iMovie in the Science Classroom.

STEM Initiative Conference (August 2012) Salisbury, NC. Interactive Technology Probes and the Science Classroom.

Computer Using Educators Conference (March 2013) Palm Springs, CA. iPads and iMovie in the Classroom.

Computer Using Educators Conference (March 2013) Palm Springs, CA. iPads and Literacy: Where technology Meets the Book.

North Carolina Technology in Education Society Conference (March 2013) Raleigh, NC. iPads and Literacy Strategies That Work.

International Society for Technology in Education Conference (June 2013) San Antonio, TX. High school Registration in a Technological World.

International Society for Technology in Education Conference (June 2013) San Antonio, TX. iPads – The New Age Film Production.

International Society for Technology in Education Conference (June 2013) San Antonio, TX. iMovie Trailers in the Classroom.



MOBILE Technology Conference (September 2013) Tucson, AZ. Merging STEM and the Common Core with Mobile Devices (Short Course).

National Science Teacher Association Conference (November 2013) Charlotte, NC. Literacy in Science Classrooms: Where iPads meet the Science Textbook.

National Science Teacher Association Conference (November 2013) Charlotte, NC. iSTEM: Using iPad's iMovie to Create Meaningful Assessments.

Florida Educator Technology Conference (January 2014) Orlando, FL. STEM Enhanced Common Core Activities for Digital Natives (Paid Short Course)

Florida Educator Technology Conference (January 2014) Orlando, FL. Literacy and iPads: Merging Text and Technology.

Guildford County Schools Administrative Conference (March 2014) Greensboro, NC. Marketing Schools with Innovative Solutions.

International Society for Technology in Education Conference (June 2014) Atlanta, GA. Revolutionize Classrooms Through Creativity - iMovie.

National School Public Relations Association (July 2014) Baltimore, MD. Public Relations for School Districts -Marketing, Learning, Collaborating.

JAMF User National Conference (October 2014) Minneapolis, MN. Lessons learned - Implementing a Large-Sized, 20,000 Student School District 1:1 in 6 months.

Regional Parent-Teacher Association Meeting (November 2014) Salisbury, NC. (Keynote Address) A Call for Change! Technology Will Transform Our Schools.

North Carolina Technology in Education Society Conference (March 2015) Raleigh, NC. Creating large scale Professional Development conferences within your district at little to no cost.

Computer Using Educators Conference (March 2015) Palm Springs, CA. Leading a district instructional transformation through a digital conversation.

International Society for Technology in Education Conference (July 2015) Philadelphia, PA. Do THIS, not THAT - Simple Answers to 1:1 Implementation Questions.

International Society for Technology in Education Conference (July 2015) Philadelphia, PA. Literacy and iPads for Dummies.

Apple Inc. What's Next Conference (December 2015) Cupertino, CA. Emerging and Innovative Trends in Technology Rich Classrooms.

North Carolina Technology in Education Society Conference (March 2016) Raleigh, NC. Turning the Pages of Personalized Learning.

International Society for Technology in Education Conference (June 2016) Denver, CO. Personalizing Every Child's Education with the iPad.

EdNET (September 2016) Dallas, TX. Speaker Panel Keynote: Ed-tech Procurement in 21<sup>st</sup> Century Schools.

The Learning Council (January 2017) Charlotte, NC. Leading Instructional Transformation in Low Performing School Districts.

North Carolina Technology in Education Society Conference (March 2017) Raleigh, NC. Take the Sting Out of Ed-Tech Procurement – Simple Strategies, Big Results.

North Carolina Technology in Education Society Conference (March 2017) Raleigh, NC. Featured Presenter - Innovative Professional Development Strategies to Engage All Educators.

ASU + GSV Conference (May 2017) Salt Lake City, UT. The New Dream Teams: How Collaboration Between School District Tech and Curriculum Teams Can Transform Teaching and Learning and Improve Student Achievement.

Apple Inc. International Tech Tour (May 2017) Washington, DC. Technology and Instruction Integration Panelist.

International Society for Technology in Education Conference (June 2017) San Antonio, TX. Innovative PD Strategies to Engage all Educators.

International Society for Technology in Education Conference (June 2017) San Antonio, TX. Take the Sting Out of Ed-Tech Procurement – Simple Strategies, Big Results.

EdSurge & Digital Promise Convening (October 2017) San Francisco, CA. Shark Tank Innovation Pitch - Educators' Playground.

EdWeek National Convening (November 2017) New Orleans, LA. Ed-tech Procurement and Purchasing Panelist.

Emerging Teacher Leader Network (January 2018) Winston Salem, NC. Keynote: Innovation in the classroom.

North Carolina Technology in Education Society Conference (March 2018) Raleigh, NC. Revitalize Your District's Professional Development.

North Carolina Association of School Administrators (April 2018) Concord, NC. Designing Innovative Professional Development Strategies to Meet the Needs of all Educators.

North Carolina Technology in Education Society Conference (March 2019) Raleigh, NC. Teacher Leaders - Best Practices in Educational Innovation and Entrepreneurialism.

North Carolina Association of School Administrators (March 2019) Raleigh, NC. The Renewal School System Legislation - Implications for Education in North Carolina.

North Carolina Association of School Administrators (March 2019) Raleigh, NC. Using iBooks to develop common language amongst an organization.

NCTIES Leadership Strand (March 2020) Raleigh, NC. Strategic Marketing in Schools.

Association of

*Accepted:* North Carolina Association of School Administrators (October 2020) Wilmington, NC. Enough with Standardized Testing: Developing a New Accountability Model.

*Accepted:* North Carolina Association of School Administrators (October 2020) Wilmington, NC. Developing your Brand and Marketing for public Education.



*Accepted:* ASU GSV Summit (September 2020) San Diego, CA. Innovating and Collaborating Across the Governance Divide.

### ***Professional Memberships and Board Memberships***

#### *Professional Affiliations*

- International Society for Technology in Education (ISTE)
- North Carolina Technology in Education Society (NCTIES)
- North Carolina Association of School Administrators (NCASA)
- North Carolina School Public Relations Association (NCSPRA)
- Aircraft Owners and Pilots Association (AOPA)

#### *Regional and National Board Membership/Educational Service*

- North Carolina Department of Instruction COVID-19 School Re-Entry Work Group Member
- North Carolina Technology in Education Society - Elected Board Member & Conference Chair
- Digital Promise - League of Innovative Schools (National Think Tank)
- DigiLearn - NC Based Education Think Tank
- North Carolina Emerging Trends Network
- Apple Inc. What's Next? Research Cohort
- Future Ready Schools Cohort - US Department of Education
- Noddle Market Inc. - Advisory Council and Review Board

#### *Community Organization Service*

- Rowan County United Way - Board Member & County Campaign Chairman
- Rowan Partners for Education - Ex Officio Board Member
- District Liaison to the Parent Teacher Association
- ApSeed - Early Childhood Literacy Foundation

### ***Grants & Awards***

2019 - North Carolina School Public Relations Association - 'Best of the Best' Award  
 2019 - Leadership Rowan Member  
 2018 - Johns Hopkins University Doctoral Scholarship  
 2018 - Digital Learning Initiative - Innovation Academy Grant Award (\$300,000)  
 2018 - National School Board Association Top 10 (#4) Digital Districts in America Award  
 2017 - North Carolina Digital Learning Initiative Showcase Grant (\$47,000).  
 2017 - Kenan Foundation Grant (\$150,000) for Personalized/Blended Learning Model Classrooms  
 2017 - The Learning Counsel - Honorable Mention - National "Top Digital District"  
 2017 - Johns Hopkins University Doctoral Scholarship  
 2017 - National School Board Association/COSN "20 to Watch" Award  
 2017 - National School Board Association Top 10 (#7) Digital Districts in America Award  
 2016 - NC School Board Association - Excellence in Educational Programs Award  
 2016 - The Learning Counsel - National Digital Curriculum Strategy Award  
 2016 - White House Invited Guest - Redesigning Next Generation High Schools  
 2016 - Center for Digital Education - National Distinguished Curriculum Creation Award  
 2016 - T-Mobile Digital Learning Grant - Supplies 300 at-risk students with free MiFis for home use  
 2015 - Johns Hopkins University Doctoral Scholarship  
 2014 - EdSurge & Digital Promise's Digital Innovation in Learning Award - Honorable Mention  
 2014 - NC School Public Relations Association Blue Ribbon Award - School Marketing Campaign  
 2014 - Digital Learning Grant - \$70,000 (Sent 120 teachers and administrators to ISTE in Atlanta, GA)  
 2013 - Apple Inc. Distinguished Program Award (2013-2015)  
 2013 - US Department of Education Project Unify Grant Awardee (\$4,000)  
 2012 - North Carolina District Junior Civitan Advisor of the Year

2012 - North Piedmont Conference Assistant Coach of the Year  
2012 - International Society for Technology in Education Young Educator Award Nominee  
2012 - iPad Grant Awardee (\$35,000)  
2011 - RSS Teacher of the Month  
2011 - STEM Biotechnology Grant Initiative Awardee (\$20,000)  
2010 - Crystal Apple - Excellence in Teaching Award  
2010 - Model 21<sup>st</sup> Century Classroom Grant Awardee (\$100,000)  
2008 - Master Teacher Fellowship (MTA): Full Scholarship and Stipend (\$50,000) at Wake Forest

**ENDORSEMENTS:**

*North Carolina*  
State Board of Education  
Superintendent Licensure  
Expiration: August, 2022

*North Carolina*  
State Board of Education  
Principal Licensure  
Expiration: August, 2022

*North Carolina*  
State Board of Education  
Comprehensive Science Licensure  
Expiration: August, 2022

**REFERENCES:**

Available Upon Request

## Airport Advisory Board Board

Name	Date	Boards	Address	Contact	Status
Don Kirk Beatty	6/10/2020	Airport Advisory Board BoC Meeting	3555 Bear Poplar Road Mount Ulla, NC 28125-8651  <b>Resident:</b> Yes  <b>Ward/District:</b> West Rowan	<b>Phone:</b> 704-202-9335 <b>Email:</b> kirkbeatty@datatechis.com	Validated
Mark Comer	7/5/2020	Airport Advisory Board BoC Meeting	1012 Fairway Drive Kannapolis, NC 28081  <b>Resident:</b> Yes	<b>Phone:</b> 704-925-1663 <b>Cell Phone:</b> 704-968-6989 <b>Email:</b> mtcomer1@bellsouth.net	Validated
Member Brian Keith Fox	8/9/2019	Airport Advisory Board BoC Meeting	137 Browns Farm Rd, Salisbury, NC 28147  <b>Resident:</b> Yes	<b>Email:</b> flyingforfreedomusa@gmail.com	Validated
Dr. Andrew James Smith	6/15/2020	Airport Advisory Board BoC Meeting		<b>Email:</b> smitaj08@gmail.com	Validated
Mr Brad Walser	6/21/2020	Airport Advisory Board BoC Meeting	15 Dogwood Rd Salisbury, NC 28144  <b>Resident:</b> Yes	<b>Phone:</b> 704-870-7616 <b>Email:</b> brad@wtechgroup.com	Validated

## East Gold Hill Volunteer Fire Department Fire Commissioners Board

Name	Date	Boards	Address	Contact	Status
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Thomas Ray Choat	6/22/2020	East Gold Hill Volunteer Fire Department Fire Commissioners <a href="#">BoC Meeting</a>	1625 Gin Rd. P.O. box 1087 Rockwell, N.C 28138 Gold Hill, NC 28071	<b>Phone:</b> 704-279-3071 <b>Email:</b> raychoat@yahoo.com	<a href="#">Validated</a>
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Ralph Eugene Earnhardt	6/22/2020	East Gold Hill Volunteer Fire Department Fire Commissioners <a href="#">BoC Meeting</a>	1325 old U S 80 Hwy Gold Hill, NC 28071	<b>Phone:</b> 704-279-7897 <b>Email:</b> 0719earnhardt@gmail.com	<a href="#">Validated</a>
			<b>Resident:</b> Yes		

## Home and Community Care Block Grant Advisory Committee Board

Name	Date	Boards	Address	Contact	Status
Margaret (Peggy) Price	6/5/2020	Home and Community Care Block Grant Advisory Committee <a href="#">BoC Meeting</a>	101 Carriage Lane Salisbury, NC 28146	<b>Phone:</b> 704-639-5090 <b>Email:</b> priceg12@yahoo.com	<a href="#">Validated</a>
			<b>Resident:</b> Yes		

## Juvenile Crime Prevention Council Board

Name	Date	Boards	Address	Contact	Status
Don Bringle	6/12/2020	Juvenile Crime Prevention Council <a href="#">BoC Meeting</a>	6800 Bringle Ferry Road Salisbury, NC 28147	<b>Phone:</b> 704-857-3341 <b>Email:</b> don.bringle@rowancountync.gov	<a href="#">Validated</a>
Mr. Andrew Ray Deal	7/2/2020	Juvenile Crime Prevention Council <a href="#">BoC Meeting</a>	356 Whisper Drive China Grove, NC 28023	<b>Phone:</b> 7047958985 <b>Email:</b> srodeal@gmail.com	<a href="#">Validated</a>
			<b>Resident:</b> Yes		
			<b>Ward/District:</b> Locke		



Mrs, Alisa  
Russell

5/27/2020

Juvenile Crime  
Prevention  
Council

BoC Meeting

P.O. Box 165  
210 Pinetree  
Drive  
East Spencer,  
NC 28039

**Phone:** 704-619-2844

**Email:** arussell-cssi@carolina.rr.com

Validated

## Locke Volunteer Fire Department Fire Commissioners Board

Name	Date	Boards	Address	Contact	Status
Bill Hamrick	6/24/2020	Locke Volunteer Fire Department Fire Commissioners BoC Meeting	4003 Mooresville Rd Salisbury, NC 28147  <b>Resident:</b> Yes	<b>Cell Phone:</b> 7042020325 <b>Email:</b> bill.hamrick@lockefire.com	Validated



Home / Manage Applications / Mr Brad Walser

## View Application

Application

 Renew

 Edit

 Delete

### Status

**Name**

Mr Brad Walser

**Application Date**

6/21/2020

**Expiration Date**

6/21/2022

**Board Member**

Brad Walser

**Status**

Validated

Board	Vacancies	Status
Airport Advisory Board	2	BoC Meeting

### Basic Information

**Name**

Mr Brad Walser

**Resume File**

[View / Download](#)

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have volunteered on multiple for profit and non-profit boards as well as committees while being a contributing member to our local community.

My company, Walser Technology Group, has a core value of supporting the communities that support us. We have volunteered hundreds of hours of community service as an organization over the last 17 years we have been doing business.

I work for larger national organizations, as well as many local businesses in and around Rowan county.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

15 Dogwood Rd  
Salisbury, NC 28144

**Resident**

Yes

**Phone**

704-870-7616

**Email**

brad@wtechgroup.com

## Occupation

**Employer**

Walser Technology Group

**Occupation**

Presidet - Business Owner

**OnBoard2** - Powered by ClerkBase

## Executive Bio

### Bradlee L. Walser



A hands-on and extremely technically-minded leader, Brad formed WTG - a Technology Services company - in 2003, in the heart of Historic Downtown Salisbury, North Carolina. Brad holds a degree in Information Systems (BSBA) as a graduate of the Walker College of Business at Appalachian State University. Brad's commitment to providing professional IT services to the local Rowan County community sets WTG apart, and is one reason for his success.

An extensive background in the Information Technology industry began when he was hired as the number two employee of GridSouth Transco, a start-up energy company formed as a part of the FERC Order 2000, a federal mandate. While there, Brad successfully managed a mixed slate of projects for Accenture and IBM Global Services. He began consulting with SERC Reliability Corporation where he made significant contributions from 2002-2007. In that time, he served as the Director of Information Technology. He also independently consulted with multiple regulatory organizations including Texas Regional Entity, Northeast Power Coordinating Council, and the Western Electric Coordinating Council, to name a few.

Brad began assembling what would be Walser Technology Group the same year he began a working relationship with Guidance Software Solutions, Inc. With Guidance, Brad contributes his expertise to the ERC portal system, which is a leading electrical industry system highly regarded for compliance management at a regional level. In fact, it was in 2008 that Brad was installed as the Chair for the Consortium Users Group (CUG), an organization responsible for co-developing enhancements and implementing modules for the ERC portal system. His role as Chair meant that he leads the members comprised of six to eight regional councils in North America, and the North America Electric Reliability Corporation (NERC).

His wide-ranging experience has allowed him to lead negotiations and manage a multitude of application, development, hosting, security audit, and circuit contracts. The 'people skills' he has mastered both as a consultant and business owner have allowed him to have his hands in assisting with policy creation and management, project management, the creation of strategic initiatives used to ensure his clients (internal and external) are the beneficiaries of a robust and successful IT program. To that end, SERC approached Walser Technology Group in 2014 to outsource all of their IT functions to Brad and his team.

Brad seeks to continually exceed his clients' expectations, as well as his own, by making informed and collaborative decisions. WTG works with clients that span the spectrum from Chiefs of Information Technology, to doctors and dentists with (or without) a technical background, to businesses who may not have the first clue about an IT presence. Brad prides himself on his (and his employees') ability to communicate effectively and in understandable terms.

Focusing on the core tenants of Support, Security, Cloud, Strategy, & Hardware, Brad and the team of multi-certified WTG Technicians work with Partner Programs (e.g., Dell) to deliver solid turn-key systems for business clients in and around Rowan County. His strict adherence to proper due diligence on the front-end of a project, combined with consistently employed best practices, Brad's approach delivers repeatable and actionable frameworks for success.

It is this experience, combined with an unstoppable personal drive, which allows Brad to be the effective consultant, team lead, and business owner.



Home / Manage Applications / Thomas Ray Choat

## View Application

Application

 Renew

 Edit

 Delete

### Status

**Name**

Thomas Ray Choat

**Application Date**

6/22/2020

**Expiration Date**

6/22/2022

**Board Member**

Thomas Ray Choat

**Status**

Validated

Board	Vacancies	Status
East Gold Hill Volunteer Fire Department Fire Commissioners	0	BoC Meeting

### Basic Information

**Name**

Thomas Ray Choat

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Firefighter for 15 yrs member of Shrine club

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

### Contact Information

**Address**

1625 Gin Rd.

P.O. box 1087 Rockwell, N.C 28138

Gold Hill, NC 28071

**Phone**

704-279-3071

**Email**

raychoat@yahoo.com

**Occupation**

**Employer**

retired


**OnBoard2** - Powered by ClerkBase




Home / Manage Applications / Ralph Eugene Earnhardt

## View Application

Application

 Renew

 Edit

 Delete

### Status

**Name**

Ralph Eugene Earnhardt

**Application Date**

6/22/2020

**Expiration Date**

6/22/2022

**Board Member**

Ralph Eugene Earnhardt

**Status**

Validated

Board	Vacancies	Status
East Gold Hill Volunteer Fire Department Fire Commissioners	0	BoC Meeting

### Basic Information

**Name**

Ralph Eugene Earnhardt

**Business/Civic Experience and why you feel you are qualified for this appointment:**

member of Shrine club active at Gold Hill Wesleyan Ch

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

### Contact Information

**Address**

1325 old U S 80 Hwy  
Gold Hill, NC 28071

**Resident**

Yes

**Phone**

704-279-7897

**Email**

0719earnhardt@gmail.com

## Occupation

**Employer**

Republic Service

**Occupation**

operate heavy equipment

**OnBoard2** - Powered by ClerkBase

## Barger, Carolyn M

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**From:** Admin <Admin@granitequarrync.gov>  
**Sent:** Tuesday, July 7, 2020 10:42 AM  
**To:** Barger, Carolyn M  
**Subject:** Application for Planning Board ETJ Member

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

Hi Carolyn,

I just submitted an application online on behalf of Ron Jacobs. He is asking to be reappointed as an ETJ rep on our Planning Board. This would be his second term. The GQ Board of Aldermen voted to support his reappointment last night, 7/6/2020, at their regular meeting. Please let me know if you have any questions.

Thanks,  
Aubrey

Aubrey Smith  
Town Clerk



143 N. Salisbury Ave, Granite Quarry, NC 28146  
P.O. Box 351, Granite Quarry, NC 28072  
Office: (704) 279-5596, ext. 201  
Fax: (704) 279-6648  
[admin@granitequarrync.gov](mailto:admin@granitequarrync.gov)  
[www.granitequarrync.gov](http://www.granitequarrync.gov)

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Home / Manage Applications / Ronald Jacobs

# View Application

Application

 Renew

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## Status

**Name**

Ronald Jacobs

**Application Date**

7/7/2020

**Expiration Date**

7/7/2022

**Board Member**

Ronald L. Jacobs

**Status**

Validated

Board	Vacancies	Status
Granite Quarry Planning Board - ETJ	0	BoC Meeting

## Basic Information

**Name**

Ronald Jacobs

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Degree CPCC Business, Sales and Marketing

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

916 N. Main GQ Street  
Salisbury, NC 28146

**Resident**

Yes

**Phone**

704-363-6769

**Email**

rjacobs@lewismarketinginc.com

## Occupation

**Employer**

Lewis Marketing, Inc

**Occupation**

VP

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Home / Manage Applications / Nan Buehrer

# View Application

Application

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## Status

**Name**

Nan Buehrer

**Application Date**

7/7/2020

**Expiration Date**

7/7/2022

**Board Member**

Nan Buehrer (Rufty-Holmes Senior Center)

**Status**

Validated

Board	Vacancies	Status
Home and Community Care Block Grant Advisory Committee	7	BoC Meeting

## Basic Information

**Name**

Nan Buehrer

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Represent the Lead Facility Agency for this Advisory Committee  
Funded Agency for 22020-21 of HCCBG Funds

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

**Request for Waiver of Term Limits**

Per Rowan CountyHCCBG by-laws, Lead Agency rep is given waiver of term limits

## Contact Information

**Address**

1120 S. Martin Luther King Jr Ave.  
Salisbury, NC 28144

**Phone**

704-216-7715

**Email**

director@ruftyholmes.org

## Occupation

**Employer**

Rufty-Holmes Senior Center

**Occupation**

Executive Director

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Home / Manage Applications / Donna Fayko

# View Application

Application

Renew

Edit

Delete

## Status

**Name**

Donna Fayko

**Application Date**

7/7/2020

**Expiration Date**

7/7/2022

**Board Member**

Donna Fayko (Department of Social Services)

**Status**

Validated

Board	Vacancies	Status
Home and Community Care Block Grant Advisory Committee	7	BoC Meeting

## Basic Information

**Name**

Donna Fayko

**Resume File**

View / Download

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I currently serve as the Director of the Rowan County Department of Social Services. With 8 years of experience as a DSS Director, I am familiar with state and federal funding streams as well as rules and regulations governing use of these revenues and programs. In my role, I am responsible to deliver organized programs in community group settings to support adults' personal independence and promote their social, physical, and emotional well-being. Assistance with home management and personal care tasks improve the quality of life for elder adults and help maintain self-sufficiency for as long as possible, avoiding premature or unnecessary out of home placement. These programs are supported through the Home and Community Care Block Grant.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Mecklenburg

**Request for Waiver of Term Limits**

NA

## Contact Information

**Address**

18738 Floyd Ct  
Davidson, NC 28036

**Phone**

704-216-8422

**Cell Phone**

704-650-4574

**Email**

donna.fayko@rowancountync.gov

## Occupation

**Employer**

Rowan County

**Occupation**

DSS Director

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[Home](#) / [Manage Applications](#) / [MS Cindy Brown Fink](#)

## View Application

Application

 Renew Edit Delete

### Status

**Name**

MS Cindy Brown Fink

**Application Date**

7/7/2020

**Expiration Date**

7/7/2022

**Board Member**

Cindy Fink (Meals on Wheels)

**Status**

Validated

**Board**

Home and Community Care Block Grant Advisory Committee

**Vacancies**

7

**Status**

BoC Meeting

### Basic Information

**Name**

MS Cindy Brown Fink

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I currently serve as the Executive Director of Meals on Wheels Rowan. Our mission is to provide nutritious meals for homebound seniors with the help of dedicated volunteers who offer a friendly greeting and provide an informal safety check. I am interested in collaborating with other agencies and programs who support seniors.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

**Request for Waiver of Term Limits**

Appointed by definition as Executive Director of Agency that receives funding under HCCBG

### Contact Information



**Address**

105 Yorkshire Dr.  
Salisbury, NC 28144

**Resident**

Yes

**Phone**

9196917323

**Cell Phone**

9196917323

**Email**

cindybfink@gmail.com

## Occupation

**Employer**

Meals on Wheels Rowan

**Occupation**

Executive Director

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Home / Manage Applications / Margaret (Peggy) Price

## View Application

Application

 Renew
  Edit
  Delete

### Status

**Name**

Margaret (Peggy) Price

**Application Date**

6/5/2020

**Expiration Date**

6/5/2022

**Board Member**

Peggy Price

**Status**

Validated

**Board**

**Vacancies**

**Status**

Home and Community Care Block Grant Advisory Committee

0

BoC Meeting

### Basic Information

**Name**

Margaret (Peggy) Price

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have served on this committee for three years. I am very interested in the seniors of Rowan County and how best to meet their needs. This committee provides an opportunity for members to assess and implement effective use of grant funds for the aging in Rowan County.

I, also, am active in my church, serving on various committees as well as teaching an adult Sunday School class.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

101 Carriage Lane  
Salisbury, NC 28146

**Resident**

Yes

**Phone**

704-639-5090

**Email**

priceg12@yahoo.com

## Occupation

**Employer**

Retired

---

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Home / Manage Applications / Valerie Steele

## View Application

Application

 Renew

 Edit

 Delete

### Status

**Name**

Valerie Steele

**Application Date**

7/7/2020

**Expiration Date**

7/7/2022

**Board Member**

Valerie Steele

**Status**

Validated

Board	Vacancies	Status
Home and Community Care Block Grant Advisory Committee	7	BoC Meeting

### Basic Information

**Name**

Valerie Steele

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

### Contact Information

**Address**

3670 Airport Loop  
Salisbury, NC 28147

**Resident**

Yes

**Phone**

704-216-7753

**Cell Phone**

704-239-1434

**Email**

valerie.steele@rowancountync.gov

## Occupation

**Employer**

Rowan County

**Occupation**

Airport and Transit Director

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[Home](#) / [Manage Applications](#) / [Don Bringle](#)

## View Application

Application

 Renew Edit Delete

### Status

**Name**

Don Bringle

**Application Date**

6/12/2020

**Expiration Date**

6/12/2022

**Board Member**

Don Bringle

**Status**

Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	10	BoC Meeting

### Basic Information

**Name**

Don Bringle

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have served on this board for several years and have gained insight into the program.

As a county employee, there is a required staff from Parks and Recreation to be appointed.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

### Contact Information

**Address**

6800 Bringle Ferry Road  
Salisbury, NC 28147

**Phone**

704-857-3341

**Email**

don.bringle@rowancountync.gov

## Occupation

**Employer**

Rowan County

**Occupation**

Director

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Home / Manage Applications / Mr. Andrew Ray Deal

# View Application

Application

 Renew

 Edit

 Delete

## Status

**Name**  
Mr. Andrew Ray Deal

**Application Date**  
7/2/2020

**Expiration Date**  
7/2/2022

**Board Member**  
Andrew Ray Deal

**Status**  
Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	10	BoC Meeting

## Basic Information

**Name**  
Mr. Andrew Ray Deal

**Business/Civic Experience and why you feel you are qualified for this appointment:**  
Chief of Police, Town of China Grove  
Member of the China Grove Civitan Club  
Board member of China Grove Youth Sports  
Vice President of South Rowan High School Booster Club  
Board member of South Rowan Junior Legion  
Member of NC Chiefs of Police  
Married 20 years (to the same person) and three boys 17,12,7

previously served as;

Fire Commisioner, Locke  
Adiministrative Board at First UMC, China Grove  
Staff Parish, First UMC, China Grove  
Board member of Pines Recreation Club

Served as School Resource Officer 2003-2010  
Gang Training

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

356 Whisper Drive  
China Grove, NC 28023

**Resident**

Yes

**Ward/District**

Locke

**Phone**

7047958985

**Email**

srodeal@gmail.com

## Occupation

**Employer**

Town of China Grove

**Occupation**

Chief of Police

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Home / Manage Applications / Mrs, Alisa Russell

# View Application

Application

 Renew

 Edit

 Delete

## Status

**Name**  
Mrs, Alisa Russell

**Application Date**  
5/27/2020

**Expiration Date**  
5/27/2022

**Board Member**  
Alisa Russell

**Status**  
Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	10	BoC Meeting

## Basic Information

**Name**  
Mrs, Alisa Russell

**Resume File**  
View / Download

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I am currently the Director of Clinical Services at Community Specialized Services, Inc., where we provide residential therapeutic foster care for children/ adolescent with behavioral and/or emotional issues. I am active in the community (within my church, North Rowan High School and my sorority (Alpha Kappa Alpha Sorority, inc) I volunteer by serving meals at Rowan Helping Ministries. I participate in community walks to support Breast Cancer, Heart Disease and Alzheimer Awareness. I have served on the JCPC for the past 8 years. I attend meetings and served on several sub-committee within JCPC. I enjoy trying to advocate and identify barriers and service needs for our youth. As a child provider I bring knowledge and insight into what is needed to improve the quality of the lives of our youth to help them become successful citizens in the community. It remains important that as a council to continue to increase public awareness of the causes of delinquency as well as to continue to develop strategies to help reduce this problem. I believe the council is committed to continuing to asses and evaluate our current services as well as identifying new services that will meet the needs of our youth. Over the past 25 years I have worked predominantly with children/youth in a variety of different settings.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

## Contact Information

**Address**

P.O. Box 165  
210 Pinetree Drive  
East Spencer, NC 28039

**Phone**

704-619-2844

**Email**

arussell-cssi@carolina.rr.com

## Occupation

**Employer**

Community Specialized Services, Inc

**Occupation**

Psychologist

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[Home](#) / [Manage Applications](#) / [Bill Hamrick](#)

## View Application

Application

 Renew Edit Delete

### Status

**Name**

Bill Hamrick

**Application Date**

6/24/2020

**Expiration Date**

6/24/2022

**Board Member**

William Hamrick

**Status**

Validated

**Board**

Locke Volunteer Fire Department Fire Commissioners

**Vacancies**

0

**Status**

BoC Meeting

### Basic Information

**Name**

Bill Hamrick

**Resume File**[View](#) / [Download](#)**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have been involved in Emergency Services for 45+ years. The citizens and community are always the first priority.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

### Contact Information

**Address**

4003 Mooresville Rd  
Salisbury, NC 28147

**Resident**

Yes

**Cell Phone**

7042020325

**Email**

bill.hamrick@lockefire.com

## Occupation

**Employer**

Retired - Rowan County Emergency Services

**Occupation**

Retired as Battalion Chief

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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:** Caleb Sinclair, Director, Environmental Management  
**DATE:** July 8, 2020  
**SUBJECT:** Litter Report

---

**ATTACHMENTS:**

**Description**

June 15 Litter Report

**Upload Date**

7/8/2020

**Type**

Cover Memo

## Rowan County Litter Mitigation Updates

June 15, 2020

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Mr. Church,

Rowan County Staff removed **9,840 lbs.** of roadside debris and litter during the two-week period beginning Monday, June 1, 2020 through Friday, June 12, 2020.

Thank you to all those who continue to make a difference by fostering environmental stewardship throughout Rowan County.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** July 8, 2020  
**SUBJECT:** To Consider a Potential Lease at Mid-Carolina Regional Airport

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The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(5) to consider a potential lease at Mid-Carolina Regional Airport.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available